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| Hawkeye CC | Professional Educator's Assn. | 8/10/2004 | 8/9/2007 |

HAWKEYE CC / PROF. ED. ASSN. 04-07

# MASTER AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF
HAWKEYE COMMUNITY COLLEGE

AND

HAWKEYE PROFESSIONAL
EDUCATORS' ASSOCIATION

THREE YEAR
2004-2007

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## ARTICLE 1

## RECOGNITION AND DEFINITIONS

### Unit

The Board hereby recognizes the Hawkeye Professional Educators' Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument, Case No. 1710, issued by the PERB on the 6th day of November, 1980. The Unit describe in the above certification is as follows:

INCLUDED: All full-time and regular part-time* instructors, counselors and faculty department chairs and program chairs. A full-time and regular part-time instructor is defined as one who is providing academic instruction for academic credit at Hawkeye Community College.

*To achieve Regular Part-time (RPT) status, specific criteria must be met. RPT is defined as an employee who:

a. is employed for two semesters for a total of twenty (20) credits or an average of eighteen (18) contact hours per week in an academic year,
b. is evaluated on teaching ability by a departmental RPT recommendation committee chaired by the appropriate dean. Included is a review of credit load and credentials relative to the qualifications required for the assignment(s), and
c. is approved by the Vice President of Academic Affairs.
d. is identified as a Counselor who works at least twenty (20) or more hours per week for two semesters.

To maintain RPT status an employee is assigned up to an average of three-fourths (3/4) of a normal load. Status will be lost if:

a. the RPT employee refuses an assignment.
b. the RPT employee's assignment falls below six (6) credits per term for two (2) consecutive terms, excluding summer, at which time Article 5, Staff Reduction, will take effect.

EXCLUDED: Librarians, adult educational staff, clinical staff and/or laboratory staff, administrative department chairs, and all other employees as defined by Section 4 of the PERA.

### Definitions

"College" as used in this agreement shall mean the Hawkeye Community College Board of Trustees, Merged Area VII or its duly authorized representative.

"Employee" shall mean either a full-time or regular part-time employee in the unit as defined and certified by PERB. Where both groups of employees are covered, the word "employee" shall be used.

"Association" as used in this agreement shall mean the Hawkeye Professional Educators' Association or its duly authorized representatives or agents.

"PERB" as used in this agreement shall mean the Public Employment Relations Board.

"Days" as used in this contract shall mean a day the college is scheduled to be open and employees are scheduled to work.

## ARTICLE 2

## FACULTY RANKS AND TITLES

**Salary/Evaluation**

Faculty will be able to pursue changes in ranks and titles; however, there will be not changes in faculty salary, seniority, nor will this process be used as an evaluative tool. Those faculty interested in pursuing ranks and titles should contact Academic Affairs.

**Procedures Governing Requests for Promotion in Rank**

a. A faculty member who wishes to be considered for promotion in rank must submit a letter of request and a current vita to his/her appropriate Dean.
b. All requests for promotion in rank must be received by October 1 each year.
c. Upon receipt of a request for promotion, the appropriate Dean shall review all evaluative data available in employee's personnel file. The Dean may request additional information from the individual faculty member in order to formulate a recommendation.
d. Prior to February 1 of each year, the Dean shall complete the review of candidates for promotion and forward written recommendations to the Vice President/President.
e. The President or designee will communicate to the candidate the final decisions in writing.
f. Promotions in rank become effective at the beginning of the next academic year.

A faculty member's title will include reference to the primary academic discipline in which the person is qualified to teach. Faculty Titles include the following:

**Full-time Faculty:**

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Professor
5. Visiting Professor: A title assigned to individuals who are appointed to teach or pursue other duties, e.g., scholarship, cultural activities, etc., at the college for a limited period of time. All such appointments are full-time term appointments with respect to duties and responsibilities. This position could start with a recommendation from the appropriate dean, after consultation with the appropriate department chair, followed by an approval by the Vice President of Academic Affairs and the President.
6. Emeritus Professor: A title conferred upon retired Professors by the President, following the recommendation of the appropriate Dean/Vice President of Academic Affairs.

Contact Academic Affairs for qualifications and procedures.

## ARTICLE 3

## SENIORITY

The parties shall agree upon a current seniority list by the beginning of September in each contract year. Seniority shall be computed from the first date of service as a full-time or regular part-time position as defined in Article 1.

A regular part-time employee who is hired as a full-time employee shall have a seniority date as of the date he/she became a full-time employee plus twelve fifteenths (12/15) of a year for each year of employment as a regular part-time employee.

Each employee's service shall be counted in accordance with this Article provided that the service is continuous. However, seniority shall accrue to an employee on leave of absence or a layoff for a period of one year from the effective date of either the leave or the layoff.

Any employee who transfers to a position within the College, outside the bargaining unit, and who later returns to the bargaining unit without any break in employment shall, upon return to the bargaining unit and after having worked thirty (30) days, be credited with the full seniority that was accumulated as of the date of departure from the unit.

If two or more full-time employees have the same seniority, the relative order of seniority among them shall be determined by the lowest last four digits of the Social Security number.

If two or more regular part-time employees have the same seniority, the relative order of seniority shall be based upon the initial date of service.

## ARTICLE 4

## EVALUATION

**General Provisions**

An evaluation shall be fair and accurate.

All employees shall be evaluated on the appropriate forms negotiated under the Master Contract as required by law.

Within four (4) weeks of the beginning of employment or within four (4) weeks of the beginning of each fall semester, all employees to be evaluated shall be acquainted with the procedures and instruments of the evaluation system currently in use.

The employee will be given a written copy of any evaluation material placed in his/her personnel file. The appropriate supervisor and employee shall meet to discuss the contents of such document(s). The appropriate supervisor shall suggest methods for improving any deficiencies noted in a document. The employee shall be entitled to respond to such document and have it placed in his/her personnel file within fifteen (15) days of receipt of same.

There shall be a conference with the employee within fifteen (15) days (except not beyond the current term) of any observation by the supervisor.

The employee will receive a copy of the completed evaluation. A copy of this document will be place in his/her personnel file. Both parties will sign the document.

The employee shall have the right to file his/her response to the evaluation and have it placed in his/her personnel file. Such response will be filed within fifteen (15) days of the receipt of such evaluation.

**Student Surveys**

The supervisor may use student surveys. The surveys shall include the class section number, date administered, and the name of the instructor surveyed. The actual survey documents will not be entered into an employee's personnel file. A complete compilation of the surveys, including both numerical and narrative data, the class section number, date administered, and the name of the instructor surveyed, shall be drafted and handled in a confidential manner and shall be provided to and discussed with the employee within fifteen (15) days (except not beyond the current term) of the survey and may then be made a part of the personnel file. The supervisor and the employee will sign and date this survey compilation. The signatures will attest to the discussion and acknowledge that a copy of the survey compilation was given to the employee. If no compilation of the survey documents is provided as per above, the survey will be considered null and void. The employee shall have the right to file his/her response to the compilation within fifteen (15) days of the receipt of such compilation and have

it placed in his/her personnel file. If the evaluation is not grieved, the actual survey documents will be destroyed at the end of the evaluation cycle.

**Probationary Employee**

An employee who is in his/her probationary period, the first three (3) years, shall be evaluated twice during the year.

Any deficiencies noted by the appropriate supervisor shall be reflected in the Individual Instructor's Improvement Plan.

**Non-probationary Employee**

A non-probationary employee shall have an evaluation at least every three (3) years.

Any deficiencies noted by the appropriate supervisor shall be reflected in the Individual Instructor's Improvement Plan.

A non-probationary employee shall have the right to grieve an unsatisfactory assessment in an evaluation.

The College shall have the burden of proof in an arbitration case involving evaluation.

## ARTICLE 5

## STAFF REDUCTION

A staff reduction is the termination of the position of a member of the bargaining unit or a decrease in the number of months of employment.

In making the decisions as to reduction of staff, the College shall consider attrition and resignations.

A regular part-time employee, in the designated area of reduction, will be reduced before a full-time employee.

In terminating positions, the College will consider only the following criteria, on an overall basis, in determining which employees shall be retained:

1. Instructional needs of the College.
2. Educational training.
3. Experience in business, industry, and/or education.
4. Seniority.
5. Relative skill, ability, and performance as determined by the evaluation procedure.

Written notice that an employee is to be terminated shall be given by April 30 of each year.

An employee terminated under this procedure will be subject to re-employment to a vacant position in which he/she was employed at the time of termination as follows:

1. Less than two (2) years of employment – up to one (1) year.
2. Two (2) years or more of employment – up to two (2) years.

When two (2) or more employees are being considered for a vacant position, re-employment will be on the same basis as termination.

To be eligible for such re-employment, the employee at the time of termination must notify the Human Resource Services Office in writing and provide an address. The individual will be required to notify the Human Resource Services Office of any change of address.

An individual who is being offered re-employment will be provided written notice of same at his/her last listed address. The employee will have ten (10) days from the mailing of the letter to notify the Human Resource Services Office, in writing, of his/her intention to accept the position. Failure to respond to such notice will terminate any rights of an individual under this agreement.

In addition, an employee terminated under this procedure who applies for a posted vacancy within the relevant time period above, and is qualified according to the posting will be given an interview.

While not to be construed as providing any preference for an employee in the hiring process, the employee's past work history at Hawkeye Community College will be considered.

An individual re-employed under this article shall be reinstated with sick leave benefits accrued at the time of layoff and seniority accrued in accordance with the seniority article.

## ARTICLE 6

## TRANSFER

**Voluntary Transfer**

The permanent movement of an employee to a different program or discipline based upon a request filed under this section shall be considered a voluntary transfer.

The College shall post full-time unit vacancies in all buildings and provide a copy to the Association's President.

An employee who desires a transfer must file a written request with the Human Resource Services Office.

In filling such vacancies, the College will consider such requests for transfer along with other applicants. When the ability and qualifications are equal among all applicants, current employees will be given preference based upon seniority.

The College shall provide the Association President with notice as to the employee who has been hired to fill a vacancy.

A two (2) -semester plus summer session employee who has been reduced to a two (2) -semester contract shall be transferred on request to a vacant two-semester plus summer session position in which the employee is qualified.

**Involuntary Transfer**

The permanent movement of an employee to a different program or discipline other than a voluntary transfer shall be considered an involuntary transfer.

An employee will only be transferred involuntarily when the vacant position cannot be filled by hiring a new employee or the voluntary transfer of an employee.

The College will give the employee to be transferred thirty (30) days notice except when the College determines that the transfer must be effective immediately.

The College shall meet with the employee to be transferred prior to such transfer to explain the reasons for such transfer.

The employee may request that an Association representative attend this meeting.

An employee transferred under this section will not be reduced in salary.

## ARTICLE 7

## LEAVES OF ABSENCE

**Temporary Disability Leave**

Employees while employed on a full-time basis will be able to accumulate a maximum of ninety (90) days temporary disability leave in the following manner:

| | |
|---|---|
| First Year | 10 Days |
| Second Year | 11 Days |
| Third Year | 12 Days |
| Fourth Year | 13 Days |
| Fifth Year | 14 Days |
| Sixth Year | 15 Days |
| Each Year Thereafter | 15 Days |

Regular part-time employees will receive fifty percent (50%) of the temporary disability leave both in days per year and total accumulation.

Employees employed after September 1 of the fiscal year will have their temporary disability leave granted on the basis of actual months worked.

Only the unused portion of the annual temporary disability leave may be applied toward the maximum ninety (90)-day accumulation.

Unused cumulative temporary disability leave will be canceled when employment with the College is terminated and will not be compensated for in terminal pay.

Any employee may exercise this clause because of illness, accident, injury, or other temporary disability, i.e., time needed based on doctor's orders not to work and time spent in hospital for delivery of child. Also included within this clause is time needed for medical or dental appointments which cannot be scheduled outside of the contract day.

A written statement from a physician may be requested at any time an employee is on temporary disability leave.

An employee when on unpaid leave of absence will maintain any prior temporary disability leave rights which may have accumulated, but will not accumulate any additional temporary disability leave during the period of time.

Temporary disability leave may be used by an employee when placed under quarantine.

**Family Leave**

Employees may designate five (5) days of their personal temporary disability leave by the end of August for each academic year as family leave to be used for immediate family member

health care not covered under Critical Illness Leave and/or Parental obligations within the first thirty (30) days of birth or adoption of a child.

Family Leave is to be used for immediate family members for whom the employee has day-to-day care responsibilities. Immediate family is interpreted as a spouse, child, step-child, parent, step-parent, parent of current spouse, grandparent, brother, sister, grandchild, step-grandchild or one for whom the employee is legal guardian. These days may not be carried over to the next year.

**Personal Leave**

Each full-time and regular part-time employee shall be entitled to four (4) personal leave days. Personal leave days may be used any time within the twelve (12) months of the academic year with supervisor approval.

The employee in requesting approval of such leave by his/her supervisor will attempt to provide five (5) days notice but will provide at least one (1) day advance notice except in an emergency.

These days shall not be deducted from any other leave and will not accumulate if not used during the year.

Personal leave may be used for any purpose at the discretion of the employee.

**Professional Leave**

The College may grant an employee time off to attend conventions, conferences, seminars, or visitations to business or other educational institutions which are related to his/her assigned duties.

**Bereavement Leave**

In case of death(s) in the immediate family, a full-time employee shall be granted up to a maximum of five (5) days leave annually with full pay. In such circumstances, regular part-time employees shall be granted up to a maximum of three (3) days leave with pay. Such leave will not be charged against temporary disability leave. The immediate family shall be interpreted as: spouse, parent, step-parent, child, step-child, sister, brother, grandchild, grandparents, step-grandchild, or one for whom the employee was legal guardian, and comparable relatives of current spouse.

The College shall grant up to an additional five (5) days of paid leave under this section in those circumstances where any of the following combinations of two (2) deaths occur within the same year:

1. Spouse/Child
2. Spouse/Parent

3. Spouse/Spouse
4. Child/Parent
5. Child/Child
6. Parent/Parent

A maximum of one (1) day leave annually with full pay shall be granted to attend other bereavement services. This shall be granted to the nearest one-half (½) day.

**Critical Illness in Immediate Family**

In case of critical illness of a member of a full-time employee's immediate family, a maximum of five (5) days of leave of absence per year with compensation shall be granted. In such circumstances regular part-time employees shall be granted up to a maximum of three (3) days with pay. The criteria for critical illness which must be met is:

> Immediate family member is under the personal care of a licensed doctor for a medical emergency situation, surgical (inpatient or ambulatory) procedure, hospitalization, or life-threatening situation.
> (Note: A doctor's written statement may be requested.)

The immediate family shall be interpreted as spouse, child, step-child, parent, step-parent, parent of current spouse, grandparent, brother, sister, grandchild, step-grandchild, or one for whom the employee is legal guardian. These absences shall not be charged against temporary disability leave.

**Prenatal and Child Care Leave**

An employee may request and be granted with the approval of the President, leave without pay commencing at any time during pregnancy of employee or spouse. The employee may at his/her expense continue his/her insurance program.*

*Note – Disability insurance is not available to employees on leave without pay.

**Jury Duty Leave**

An employee who is selected for and/or serves on a jury shall be granted time off with pay. The appropriate supervisor will be notified as soon as the person is called to serve. Personnel called for jury duty shall turn over to Hawkeye Community College payment received for such service. However, the employee may keep those expense monies which would exceed his/her normal commuting expenses.

**Good Cause Leave**

Employees may be granted unpaid leave for up to one (1) year. The decision to grant or deny such leave shall be at the discretion of the President and shall not be subject to the Grievance Procedure Article.

**Sabbatical Leave**

Employees may be granted paid or unpaid leave of up to one (1) year to pursue further professional development for the purpose of enhancing instructional expertise and/or to participate in educational activities supported under grants, contracts, fellowships, or College directed Academic pursuits. The College, at its discretion, may renew such leave.

Faculty interested in pursuing sabbatical leave should contact Academic Affairs.

**Temporary Disability Leave Bank**

Participation in the Temporary Disability Leave Bank will be on a voluntary basis and each participating individual employee's contribution will be made in the form of two (2) days of Temporary Disability Leave from his/her current allocation of Temporary Disability Leave days each year. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Employees who wish to enroll must notify the College within thirty (30) days of their initial hire or on or before September 1 of any year. The College will notify new employees of this option. The Temporary Disability Leave Bank application will continue from year to year unless revoked in writing by the employee before September 1 of the academic year in which the revocation is to be effective.

The use of sick leave days form the bank will be limited to eligible employees who have exhausted their personal sick leave without being eligible for Social Security disability. Use of days from the bank will be based on a daily or partial day use basis, e.g., everyone eligible will draw each day or partial day until the total days in the bank have been exhausted.

Conflict will be resolved by Human Resource Services and the Hawkeye Professional Educators' Association president or designee.

Assets of the Temporary Disability Bank will accumulate and the following year's bank will consist of the days carried over plus the current year's participation.

**Definition of Day for Absence**

An employee who misses all instructional assignments on a day will be charged with a full day of leave. An employee who completes one or more instructional assignments but misses others on the day in question, will be charged with one-half (½) day of leave.

## ARTICLE 8

## IN-SERVICE TRAINING

In-service training shall be those days devoted to college-wide or institutional unit's activities.

An Academic Affairs In-service Committee shall be formed which shall include eight (8) employees chosen by the bargaining unit and up to four (4) representatives chosen by the College. The Vice President of Academic Affairs or designee will chair all committee meetings. This committee will recommend the planning and development of all in-service activities for Academic Affairs. Academic Affairs in-service days will consist of one (1) day designated prior to the start of fall semester classes and one (1) day designated prior to the start of spring semester classes.

One (1) college-wide in-service day as planned by the President or designee will be held each year for all employees on a date designated as such on or before the fall in-service day. In the event that the designated date for in-service is changed by the College due to unforeseen circumstances, the College will notify employees of the new date.

## ARTICLE 9

## HEALTH AND SAFETY

Safety and the prevention of accidents are the responsibility of every employee. A Safety and Loss Control Committee will exist and meet regularly to address issues related to safety, health, and security. The Association will have representation on the committee.

## ARTICLE 10

## DUES DEDUCTION

Upon written authorizations by an employee, the College will deduct Association membership dues from his/her salary. Such authorization shall continue in effect from year to year unless revoked in writing by thirty (30) day notice to the College and to the Association.

The College shall deduct the amount authorized in the number of equal payments determined by the employee at the beginning of the employee's year. Such determination shall remain in effect for the remainder of the academic year.

The College shall transmit to the Association the total monthly deduction for Association dues by the tenth ($10^{th}$) working day of the following month, and a listing of the employees for whom deductions were made.

No liability shall accrue to the College collectively or individually or to any administrative official for any action taken or not taken with regard to information furnished under this section provided that the College shall have complied with this section.

## ARTICLE 11

## SALARY

**Hiring Guide**

The salary guide for the hiring of new full-time employees is attached in Appendix D.

**Educational Advancement**

Full-time instructors who earn additional degrees or equivalent recognized professional certification related to area of assignment after being employed by Hawkeye Community College shall receive an educational adjustment of one (1) step on the hiring guide for each degree/certification.

Additional degrees or equivalent professional certification earned and submitted to Human Resource Services prior to the Friday before fall term classes begin will be added to that year's employment contract.

**Salary Placement**

Salary placement will be calculated by evaluating educational background and relevancy and relevancy of work experience at the time of initial employment. No combination of the following shall exceed twenty (20) steps of credit

A. Applicable work experience [maximum twelve (12) steps]
   1 to 9 years – 1 step per year
   10 or more years – 1 step for each two (2) years
B. Teaching experience [maximum twelve (12) steps]
   1. One (1) year of any formal teaching experience at any level = 1 step credit (maximum)
   2. Same subject area and purpose but not on post-secondary level – 1 step credit for each two (2) years (3 step maximum)
   3. Same subject area and purpose on a post-secondary level
      1 to 9 years – 1 step credit for each year
      10 or more years – 1 step credit for each two (2) years
C. Formal Education [maximum seven (7) steps]
   Associate Degree or 60 Semester Hours – 1 step
   Bachelor's Degree or 120 Semester Hours – 2 steps
   Master's Degree or 150 Semester Hours – 3 steps
   Specialist Degree – 5 steps
   Doctorate Degree – 7 steps

All formal education must be relevant to the job assignment or subject area field.

**Hiring Above Placement**

When hiring new full-time employees, the College retains the right to offer salaries higher than those on the salary placement guide when circumstances warrant. The College will notify the Association of such hirings.

**Salary Increase**

Effective at the beginning of the contract year, a full-time employee employed in the previous year shall receive the appropriate salary increase on his/her previous year's salary as follows:

| CY2004-2005 | |
|---|---|
| 216-day contract | $1,750 |
| 173-day contract | $1,400 |

A full-time employee (216 day or 173 day contract) employed during CY2004-2005 shall receive the 4.5% total package increase (salary and insurance) for the subsequent academic years covered by this agreement.

The hourly rate maximum for any regular part-time employees shall be forty-five ($45) dollars for the first year of the Agreement and negotiated for the subsequent academic years of this Agreement. The hourly rate for regular part-time counselors shall be $23.40 for the first year of the Agreement and negotiated for the subsequent academic years of this Agreement.

Any special salary appropriation specifically mandated for faculty salaries over and above the general aid appropriation will be distributed among all eligible faculty by mutual agreement.

**Distance Learning**

The provisions for compensation for Distance Learning courses are set forth below.

1. Telecourse Instruction

   A telecourse does not count toward workload. Pay is pro-rated according to the number of students who register for the course and remain registered at least ten (10) days after the telecourse begins. That date might be different from the College's on-campus course ten (10) day date. The enrollment increments are at sixteen (16) and thirty-one (31) students. Instructors are paid to facilitate a telecourse at a rate equal to:

   a. .5 of the overload pay for a course of the same number of credit hours for up to and including an enrollment of fifteen (15) students.

   b. 1.0 of the overload pay for a course of the same number of credit hours for an enrollment of at least sixteen (16) but not more than thirty (30) students.

c. 1.5 of the overload pay for a course of the same number of credit hours for an enrollment of at least thirty-one (31) but not more than forty-five (45) students.

2. ICN/ITFS

An employee assigned to teach on the ICN/ITFS systems shall have the course counted as workload and shall receive an additional fifty dollars ($50) per credit hour a one (1)-time stipend of three hundred dollars ($300) the first time an employee teaches on the system. The total enrollment at all sites for any course taught via the ICN/ITFS networks will not exceed the course maximum enrollment of an on-campus section of the same or similar course.

3. Internet Instruction

An employee who agrees to design a new course suitable for such technique of instruction will have the credit hours for that course counted as workload. An employee who agrees to input content of an existing College course for on-line delivery will be compensated at the rate of three hundred dollars ($300) per credit hour for the course. An employee who agrees to revise any licensed Internet course will be compensated at the rate of two hundred dollars ($200) per credit hour for the course. An employee who agrees to teach a course via the Internet will have such course counted as workload, with course credit increased by one-third (1/3) for the first three (3) terms the instructor teaches that course. After the third term teaching the course, the instructor will be compensated according to credit or contact hours as per the normal contract rate. The enrollment in any course taught via the Internet will not exceed the less of twenty-five (25) students or the level comparable to the enrollment in on-campus classes for the same course unless first agreed to by the instructor of record.

**Special Assignments**

If a special assignment including department/program chairs is created by the administration, the administration will notify the Association of the assignment and of the proposed compensation for the assignment. The compensation for the assignment shall be subject to the collective bargaining process which shall be commenced within a reasonable time following the notification.

**Overload**

The normal load for an employee shall be fifteen (15) credit hours per tem or twenty-five (25) contact hours per week. Overload for one hundred seventy-three (173) day contracts shall be paid over fifteen (15) credit hours per term or twenty-five (25) contact hours per week and are

averaged over the two (2) semesters. Two hundred-sixteen (216) day contracts include the summer session and are averaged over the year. (A full load for the summer session shall be eight (8) credit hours or twenty-five (25) contact hours per week). If the classes are available, full-time instructors will be considered first for the assignment before others will be considered.

The calculation of faculty workload shall be on the basis of student credit and contact hours of instruction. The credit that the instructor receives for each course will be the same as the student credit. In case of team teaching, credit and contact hours will be apportioned among the team members.

Overload pay at the appropriate rate will be based on the credit hour and contact hour accumulations above. If overload is reached via credit hours, the credit hour rate will be used. If overload is reached by contact hours, the contact hour rate will be used. If overload is reached by both factors, the payment will be based on the larger of the two.

For the first year of the Agreement, payment for such work shall be at the rate of six hundred forty ($640) dollars per credit hour or forty ($40) dollars per contact hour, whichever is greater and negotiated for subsequent academic years of this agreement.

One hundred seventy-three (173) day contract instructors will have the following options for receiving overload pay:

OPTION 1: Overload pay will begin with the second pay period in February, with equal installments to be paid out through the second pay period in May. If overload is earned through a second eight (8) week spring semester course, overload pay will begin with the first pay period in May.

OPTION 2: Overload pay will be one lump sum on the second pay period in May.

If the one hundred seventy-three (173)-day contract instructor is paid on a twelve (12) month basis, he or she has two (2) additional options:

OPTION 3: Overload pay will begin with the first pay period in June, with equal installments to be paid out through the second pay period in August.

OPTION 4: Overload pay will be in one (1) lump sum on the second pay period in August.

Two hundred-sixteen (216) day contract instructors will receive overload pay in one (1) lump sum on the second pay period in August.

**Pay Practices**

An employee on a one hundred seventy-three (173) day contract who is hired to teach additional days shall be paid forty ($40) dollars per contact hour for the current contract year and negotiated for the subsequent academic years of this Agreement.

**Pay Periods**

The pay periods shall be on the 15th and last college working day of each month.

Twelve-month (216 day) employees shall be paid over a twelve-month (12) period. Nine-month (173 day) employees shall have the option of being paid over either nine (9) or twelve (12) months. Such option shall be made yearly by September 1.

## ARTICLE 12

## INSURANCE

**Coverage**

**Hospitalization/Dental** – Each full-time employee shall receive nine hundred eighty-four ($984) dollars per month for the first year of the contract and negotiated for the subsequent academic years of this Agreement. Each regular part-time employee enrolled in a college-sponsored plan shall receive a monthly allowance of three hundred ($300) dollars for the first year of the contract and negotiated for the subsequent academic years of this Agreement. The insurance dollars are to be applied as follows:

1. The employee must purchase the following benefits made available by the College:
   a. A single comprehensive group health insurance program which has a point of service option, in-network benefit of $5 copay for office visits (no deductible or co-insurance), out of pocket maximums of $500/$1,000, and prescription drugs at $5/$10. (Benefit levels established using John Deere Health Choice 5.)

      Or

      A single comprehensive group health insurance program which has a point of service option, in-network benefits of $10 copay for office visits (no deductible or co-insurance), out of pocket maximum of $1,000/$2,500 and prescription drugs at $5/$10. (Benefit levels established using John Deere Health Choice 10.)

      Or

      A single HMO health insurance program with in-network benefits of $10 copay for office visits (no deductible or co-insurance), out of pocket maximum of $1,000/$2,500 and $5/$10 co-pay prescription drug benefit. (Benefit levels established using John Deere Health Select 10.)

      Or

      A single HMO insurance program with in-network benefits of $20 copay for office visits, $1,000/$2,000 deductible for other in-network medical treatment with an 80%/20% co-insurance, out of pocket maximums of $2,500/$5,000, and prescription drugs at $10/$30/$45. (Benefit levels established using John Deere Health Select 20.)
   b. A single dental program. (Ameritas Dental Plan 3 used to establish benefit levels.).
2. With any remaining monies after the above purchases, the employee may choose among the following benefits:

a. Dependent health insurance
b. Dependent dental insurance
c. Additional life insurance as offered by the insurance company
d. Cash (tax-sheltered annuity available through the employee agent and payroll office)

If the employee opts for more insurance benefits than the allotted dollars will buy, he/she shall pay the additional cost through payroll deduction.

**Life** – The College shall purchase a life and accidental death and dismemberment program for full-time employees. The policy shall provide benefits equal to the annual salary rounded up to the nearest thousand dollars and then two and one-half (2½) times. The College shall pay the cost of such insurance.

**Long-term Disability** – The College shall purchase a long-term disability program for all full-time employees, which shall provide a maximum benefit of sixty percent (60%) of an annual salary to a maximum of $5,000.00 per month after a sixty (60) day waiting period. The College shall pay the cost of such insurance.

**Optional Life Insurance** – A full-time employee may purchase up to an additional $100,000 worth of life insurance with carrier approval. The full-time employee shall pay the total cost of this insurance by monthly payroll deduction.

**Optional Dependent Life Insurance** – A full time employee may purchase a $2,000 dependent life insurance policy with carrier approval. The full-time employee shall pay the total cost of such premium by monthly payroll deduction.

**Section 125** – The College shall offer the employee the Internal Revenue Section 125 option, which allows salary reduction for the following:

1. Medical Insurance Premiums
2. Medical Expense Reimbursement
3. Dependent/Child Care

**General Provisions** – A full time employee shall be eligible for insurance benefits the first of the month following his/her first month of employment.

Insurance shall cease upon the termination of duties. A nine (9) month full-time employee who fulfills his/her contract and signs a new contract for the next year shall have his/her insurance continued during the three months for which no services are performed.

All insurance programs are subject to the terms and conditions of the insurance carriers.

A full-time employee who has exhausted all sick leave benefits shall have the right to continue the hospitalization and major medical insurance by remitting the full premium to the College one (1) month in advance.

The College shall provide the above life insurance and long-term disability benefits at a level no less than in effect prior to this agreement.

## ARTICLE 13

## SUPPLEMENTAL PAY

### Use of Automobiles

Employees who are authorized to use their personal automobiles in the performance of assigned duties shall be compensated at the College-approved rate. No mileage will be paid for commuting to and from work.

### Education Pay

The College will reimburse employees for semester credits earned at a regularly approved college or university for courses needed for continuous vocational approval or recertification and for other courses directly related to the instructional or job assignments. The College will also reimburse employees for successfully complete non-credit courses.

Such reimbursement shall be a one-time payment made up to the University of Northern Iowa rate for both undergraduate and graduate semester hour credits plus any general and course fees that are charged to all students taking the class up to a maximum of six (6) semester hours per contract year. For purposes of this Article, general and course fees do not include fees which purchase assets for the student which are not consumed during the course (e.g., computers, software, etc.)

Payment will be made according to the following procedure:

Step 1 Fill out the appropriate form. Specific information as related to the course title, purpose of taking the course, number of university or college semester hours should all be provided on the form.

Step 2 The application must be approved by the supervisor.

Step 3 Upon completion of the course, a tuition and fee payment receipt or a canceled check and a copy of the official grade report showing a passing grade must be attached to the original application of which the actual amount of the tuition and fee paid should be specified.

Step 4 Copies of the original application, attached with the tuition and fee receipt or a canceled check, and completed grades should be submitted to Human Resource Services for payment to the applicant. The payment will be paid in a separate check if all required information was verified and submitted to Human Resource Services in time for weekly check processing.

## ARTICLE 14

## HOLIDAYS

The following days will be recognized as non-work days:

1. Independence Day, July 4
2. Labor Day – First Monday in September
3. Thanksgiving Day – Fourth Thursday in November
4. Day following Thanksgiving
5. Christmas Day
6. Additional day on either side of Christmas Day
7. New Year's Day – January 1
8. Additional day on either side of New Year's Day
9. Memorial Day – Last Monday in May
10. Martin Luther King, Jr. Day

Should one of the above days fall on either a Saturday or Sunday, the preceding Friday or following Monday will be a non-work day.

## ARTICLE 15

## INTELLECTUAL PROPERTY

Intellectual Property includes class preparation material, outlines, syllabi, transparencies, handouts, objects, computer-assisted presentations, web-based pages, presentations for student learning (lectures, demonstrations, notes, and self-produced audio-video supplements), and all work product associated with teaching and learning, including tapes of ICN and distance learning courses, and other forms of media recordings.

When these materials are created by the instructor through the use of college-procured equipment, software, and related support services, or the instructor is paid for developing the materials, the instructor has ownership of the materials, and the College has the right to use, reproduce, adapt, and update said materials in its curricula.

When an instructor leaves employment with the College, the College retains the right to use, reproduce, adapt, and update the materials in its curricula. The instructor retains ownership of the materials.

The College and the instructor may enter into mutually beneficial agreements related to inventions, patents, copyright, and other items of instructional and intellectual importance regarding intellectual property.

## ARTICLE 16

## GRIEVANCE PROCEDURE

**Definition**

A grievance is an allegation of a violation, misapplication, or misinterpretation of the terms of this agreement. A grievant is the employee, employees, or Association filing the grievance.

**Procedure**

Step 1 – Within ten (10) days from the date of the occurrence of the alleged violation, or within ten (10) days of the date which the employee should have been aware of the alleged violation, the grievant shall meet with his/her immediate supervisor in an attempt to resolve the issue. A written record of this meeting shall be prepared by the immediate supervisor. A copy shall be sent to the grievant and to the Association's grievance chairperson with five (5) days of the meeting.

Step 2 – If after the informal discussion on Step 1 the matter is unresolved, the grievant may submit the written grievance to his/her immediate supervisor within five (5) days from the answer in Step 1. Within five (5) days of the receipt of the grievance, the immediate supervisor shall render a written decision to the grievant and send a copy to the Association's grievance chairperson.

Step 3 – If Step 2 does not resolve the issue, the grievant may submit the written grievance to the Vice President with ten (10) days after the answer in Step 2. Within ten (10) days of the receipt of the grievance, the appropriate Vice President shall render a written decision to the grievant and send a copy to the Association's grievance chairperson.

Step 4 – If Step 3 does not resolve the issue, the grievant may submit the written grievance to the President or designee within ten (10) days after the answer in Step 3.

Within ten (10) days of the receipt of the grievance, the President or designee shall render a written decision to the grievant and send a copy to the Association's grievance chairperson.

Step 5 – If Step 4 does not resolve the issue, the grievant and the Association shall notify the President or designee within ten (10) days after the answer in Step 4 that the grievance will be submitted to arbitration.

The Association shall request a list of arbitrators from the Public Employment Relations Board within ten (10) days of notice to the President as provided in the preceding paragraph.

The arbitrator shall have no authority to amend, modify, nullify, or add to the provisions of this agreement. The arbitrator's decision will be final and binding upon both parties, unless he/she has exceeded the authority as listed above.

The entire cost of the arbitrator's service shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

**General Provisions**

Time limits may be extended by mutual consent, in writing, of the grievant and the appropriate supervisor.

Any meeting(s) relative to Steps 1-4 above will be held so as not to interfere with the instructional programs of the College. The College will attempt to arrange hearings under Step 5 at the earliest possible afternoon hour. In no event, will employees be released from student contact to participate in Step 5.

Failure by the grievant to process a grievance within the time limits at any step of the procedure shall be a bar to processing the grievance any further.

Should the College fail to answer the grievance within the time limits, the grievance shall automatically move to the next step except arbitration which shall require the positive steps outlined in Step 5.

The grievant may have Association representation present at all steps of the above procedure. Should the UniServ Director desire to be involved in the steps of the grievance procedure, he/she must notify the Human Resource Services Office of such intervention.

Should a grievance affect all employees in the bargaining unit, the grievance shall be filed at Step 3 of the process.

## ARTICLE 17

## PROFESSIONAL OBLIGATIONS

It is recognized that the responsibilities of the faculty members extend beyond the classroom. Employees are expected to meet obligations at the College with the intent of following the Community College Philosophy and Mission.

Professional obligations are broadly defined as follows.

**I. Promotion of Teaching and Learning**

A. **Instruction**—Includes but is not limited to the following:

1. **Assignments**—the employee will be available for assignments at times and sites when and where the College provides services. In making the said assignments, the College will attempt to provide a reasonable amount of time between the published ending times of an employee's final assignment in the evening and his/her first assignment the next day. If evening assignments are made, an attempt will be made to limit said assignments to two (2) evenings a week.
2. **Teaching**—introduce and present information and concepts in a clear and logical manner; use various learning modes and techniques to convey concepts; show sensitivity to students and the diverse ways they learn; respond to individual needs; promote critical thinking.
3. **Student Evaluation**—develop and evaluate quizzes, tests, examinations, speaking activities, or writing activities that are understandable and that fairly evaluate student progress, monitor student activities and take steps to prevent cheating, plagiarism, or other unacceptable behavior, maintain confidentiality of student records, and assign grades.

B. **Assessment** – Includes but is not limited to the following:

1. Classroom assessment
2. Program assessment
3. College-wide assessment

C. **Student Support**—Includes but is not limited to the following:

1. **Office hours**---with the approval of immediate supervisor, five (5) office hours will be posted each week
2. **Student advising/mentoring**—provide advice to students regarding course registration and course performance, provide students and peers with a

positive role model in terms of character and citizenship, provide opportunities for participation in study tours and/or club activities.

D. **Curriculum Development**— Includes but is not limited to the following: develop, evaluate, and/or revise courses to fit curriculum designs; present proposals for curriculum changes to curriculum committee and/or other appropriate bodies; make changes to curriculum for compliance with changes in laws, regulations, and internal or external standards.

E. **Professional Development**—Includes but is not limited to the following: meet and maintain the Quality Faculty Plan requirements as defined by the College, maintain thorough and up-to-date knowledge in his/her regular teaching field, participate in professional growth activities such as workshops, seminars, conferences, college courses, employee development day, publications, artistic exhibits, performances, research, or other activities appropriate to the discipline of assignment, provide leadership and demonstrate commitment to the profession through involvement in professional organizations.

**II. Promotion of the Institution and Discipline/Technical Area**

A. **Department**—includes but is not limited to the following: attend and participate in departmental meetings and activities, assist in identifying departmental needs of equipment, textbooks, etc., participate in articulation/curriculum development.

B. **Division**—includes but is not limited to the following: attend and participate in divisional and/or building meetings and activities, as well as those organized by the in-service committees.

C. **College-wide**—includes but is not limited to the following: represent the college by serving on campus-wide committees as appropriate, feasible and/or assigned by the Dean, serve on employee selection committees, respond to information polls distributed by the Institutional Research Office.

D. **Professional**---includes but is not limited to the following: serve in professional organizations in the field of teaching expertise; give presentations in professional meetings; serve on accreditation teams; etc.

## ARTICLE 18

## DURATION AND SIGNATURE

The Agreement shall be effective August 10, 2004, and shall continue in effect until August 9, 2007.

The parties hereby agree that the preceding articles represent the entire collective bargaining agreement as negotiated by them.

| For the Board | For the Association |
|---|---|
| Mark Bilton Board Chair | Robt M. Harvey |
| President | President |
| [illegible] | Sarah A. Turner |
| Chief Negotiator | Chief Negotiator |

Dated: August 6, 2004

## APPENDIX A

## GRIEVANCE FORM

Name of Aggrieved Person(s): _____

**Step 2**

Date Violation Occurred _____

Specific Provision of Contract _____

State of Grievance _____

_____

_____

_____

Remedy Sought _____

_____

| _____ | _____ | _____ |
|---|---|---|
| Signature of Immediate Supervisor | Signature of Grievant | Date received by Immediate Supervisor |

Decision by Immediate Supervisor

_____

_____

_____

_____

_____

_____

| _____ | _____ |
|---|---|
| Signature of Immediate Supervisor | Date |

**Step 3**

A. _____ _____

Signature of Grievant Date Received by Vice President

B. Decision by Vice President

_____

_____

_____

_____ _____

Signature of Vice President Date

**Step 4**

A. _____ _____

Signature of Grievant Date Received by President

B. Decision by President

_____

_____

_____

_____ _____

Signature of President or designee Date

**Step 5**

A. _____ _____

Signature of Grievant Signature of Association President

B. _____

Date Submitted

C. _____

Date Received by President or designee

## APPENDIX B

## HAWKEYE PROFESSIONAL EDUCATORS' ASSOCIATION

### CONTINUING MEMBERSHIP FORM

Name _____ Social Security No _____

Building Assignment _____

Association Dues $ _____ (Off Membership Form)

I hereby authorize and direct the Hawkeye Community College to deduct the total deduction listed on this form in equal installments for the remainder of my contract period as per Article 9 of the Hawkeye Community College/Hawkeye Professional Educators' Association Master Agreement.

This authorization is good and continues in force, unless canceled in writing, and is good for changes in dues that may be authorized by the HPEA not more than once per year.

Signature _____ Date _____

## APPENDIX C

## AGREEMENT

Agreement for reduction to nine (9) month contract:

This agreement will apply to all twelve (12) month employees hired prior to July 15, 1983.

This agreement will apply only to those contract reductions that are made by administrative direction. This agreement will not apply to any twelve (12) month employee who voluntarily requests a nine (9) month contract.

**Nine (9) Month Employees**

| | |
|---|---|
| Days of Work: | 173 |
| Salary and Base Year And Subsequent Years:* | Ninety percent (90%) of Base Salary** |
| | *Frozen until his/her salary equals eighty percent (80%) of base salary plus the negotiated increase on the twelve (12) - month employee.<br>**Base Year – Last year of twelve (12) months employment. |
| Vacation Days | 1) Take vacation days in cash so that base year plus one (+1) salary plus cash equals no more than the base year salary where cash equals vacation days times base year per diem (base year salary divided by 233).<br>2) Any days not used in above will not be carried over to the subsequent fiscal years. |
| Insurance | The employer will continue insurance and make payments through the summer, and the employee will pay his/her share as in the past including the increased cost until negotiated otherwise. The employee's share may be paid in a lump sum in July or spread over three (3) months. |
| Salary Payments | The employee may choose to receive any monies owed under vacation days above in a lump sum or spread over three (3) months. The lump sum will be paid the week of July 5, but no later than July 25. |
| Extended Contract Employees | 1) Take vacation days plus extended days in cash so that base year plus one (+1) salary plus cash equals no more that |

the base year salary, where cash equals vacation days plus extended days times per diem (base year salary divided by 233).

2) Any leftover vacation days and extended days will be treated in the same manner as vacation days for twelve (12) month employees during subsequent years.

**Unused Vacation Days**

Unused vacation days may be used by the employee with the approval of his/her department chair. Any such days not used by the end of the 1993-94 Master Agreement year will be frozen in value at that year's per diem rate times the number of days of vacation. While the days might be taken in future years at the then current rate of pay, any payoff of the vacation balance would be at the frozen rate.

## APPENDIX D

## HIRING GUIDE

| Placement | Salary |
|---|---|
| 1 | $30,112 |
| 2 | $30,712 |
| 3 | $31,312 |
| 4 | $31,912 |
| 5 | $32,512 |
| 6 | $33,112 |
| 7 | $33,712 |
| 8 | $34,312 |
| 9 | $34,912 |
| 10 | $35,512 |
| 11 | $36,112 |
| 12 | $36,712 |
| 13 | $37,312 |
| 14 | $37,912 |
| 15 | $38,512 |
| 16 | $39,112 |
| 17 | $39,712 |
| 18 | $40,312 |
| 19 | $40,912 |
| 20 | $41,512 |

*216-day contract is 1.25 of the appropriate placement step.