



**BELMONT**  
COLLEGE

**BOARD OF TRUSTEES  
MEETING**

**January 23, 2025**

**6:00 p.m.**

**Belmont College**  
**District Board of Trustees Meeting**  
 January 23, 2025  
 6:00 p.m.

<b>AGENDA</b>
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<b>CALL TO ORDER</b>	Mrs. Elizabeth Gates, Chair	
<b>ROLL CALL</b>	Kristy Kosky	
<b>PLEDGE OF ALLEGIANCE</b>		
<b>INTRODUCTION OF VISITORS</b>	Mrs. Elizabeth Gates, Chair	
<b>APPROVAL OF AGENDA</b>	Mrs. Elizabeth Gates, Chair	
<b>APPROVAL OF MINUTES</b>	Mrs. Elizabeth Gates, Chair	<b>A</b>
	Approval of the November 2024 Minutes	<b>A-1</b>
<b>EXECUTIVE SESSION</b>	Personnel Legal Matters	
	<b><u>CONSENT AGENDA</u></b>	
	<b><u>Monitoring Activities</u></b>	<b>B</b>
	1. November 2024 Financials	<b>B-1</b>
	2. Tuition and Fee Comparison	<b>B-2</b>
	3. Semester Enrollment Statistics	<b>B-3</b>
	4. Applications with Yield Percentages	<b>B-4</b>
	<b><u>Administrative Items</u></b>	<b>C</b>
	1. Budget Revision 2024-2025	<b>C-1</b>
	<b><u>Board Items</u></b>	<b>D</b>
	1. Election of Executive Committee	<b>D-1</b>
	2. Collective Bargaining Agreement	<b>D-2</b>
<b>PRESIDENT’S REPORT</b>	Dr. Paul Gasparro	
<b>COMMENTS FROM THE CHAIR</b>	Mrs. Elizabeth Gates, Chair	
<b>COMMENTS FROM THE COLLEGE COMMUNITY</b>		
<b>NEXT REGULAR MEETING</b>	March 27, 2025 Belmont College – ATC 6:00 p.m.	
<b>ADJOURNMENT</b>		

# TAB A

# MINUTES

# TAB A-1

# MINUTES

November 2024

**BELMONT COLLEGE**

**BOARD OF TRUSTEES MEETING**

**Minutes of November 21, 2024**

The regular meeting of the Belmont College District Board of Trustees was held at 6:00 p.m. on November 21, 2024, at Belmont College in the Board room.

Call to Order Mrs. Gates, Chair, called the meeting to order at 6:15 p.m.

Roll Call Allison Anderson – Present  
Cory DelGuzzo – Present  
Elizabeth Gates – Present  
Mark Macri – Present  
Richard Myser - Present  
Anita Rice – Present  
Mark Romick - Present  
Melissa Smithberger - Present  
Matt Steele - Present

There being a quorum, the meeting proceeded.

Attendance Jesse Gipko, Heather Davis, Jason Huffman, Janet Sempkowski, Carrie White, Julie Keck (remote), Dr. Paul Gasparro and Kristy Kosky (remote).

Introduction of Visitors N/A

Approval of Agenda Mrs. Gates asked for a motion to approve the agenda.

Mr. DelGuzzo motioned, seconded by Mrs. Smithberger, to approve the agenda.  
All ayes; motion carried.

Approval of Minutes Mrs. Gates asked for a motion to approve the minutes of the September 2024 meeting.

Dr. Macri motioned, seconded by Mr. Romick, to approve the minutes of the September 2024 meeting.  
Ayes; Mrs. Anderson, Mr. DelGuzzo, Mrs. Gates, Dr. Macri, Mr. Myser, Mr. Rommick, Mrs. Smithberger, Mr. Steele.  
Nays; None.  
Abstain: Mrs. Rice.  
Ayes have the majority. Motion passed.

- Oath of Office            Mr. Cory DelGuzzo administered the Oath of Office to newly re-appointed Board member Mrs. Anita Rice.
- Executive Session        Mrs. Gates asked for a motion to enter into Executive Session for the purpose of discussing legal matters and real estate.
- Mr. DelGuzzo motioned, seconded by Mrs. Smithberger, to enter into Executive Session.  
                                 A roll call vote was taken.  
                                 All ayes; Executive Session began at 6:21 p.m.
- Mrs. Gates asked for a motion to come out of Executive Session.
- Mr. Steele motioned, seconded by Mr. DelGuzzo, to come out of Executive Session.  
                                 A roll call vote was taken.  
                                 All ayes; Executive Session ended at 7:26 p.m.
- Approval of  
Consent Agenda         Mrs. Gates asked for a motion to approve the President to enter into a contract with a local realtor for the purchase of and management of real estate.
- Mr. DelGuzzo motioned, seconded by Mrs. Smithberger, to approve the President to enter into a contract with a local realtor for the purchase of and management of real estate.  
                                 All ayes; motion carried.
- Mrs. Gates then asked for a motion to approve the consent agenda.
- Dr. Macri asked for clarification on the completion plan. Jesse Gipko provided clarification.
- Mrs. Gates then asked again for a motion to approve the consent agenda.
- Dr. Macri motioned, seconded by Mr. Romick, to approve the consent agenda.  
                                 All ayes; motion carried.

- Presidents Report Julie Keck shared the new program flyers and announced that Belmont College is a sponsor for the Wheeling Christmas parade and Dr. White will be attending to represent the College.
- Kristy Kosky provided an update on the Industrial Trades Building noting that the project is delayed by approximately four months.
- Comments from The Chair Mrs. Gates reminded the Board of their requirement to complete their ethics training by December 31, 2024.
- Next Regular Meeting January 23, 2025  
Dinner – 5:00 p.m. – ATC Board Room  
Official Meeting – 6:00 p.m. – ATC Board Room
- Adjournment Mrs. Gates adjourned the meeting at 7:48 p.m.

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Elizabeth F. Gates, Chair

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Paul F. Gasparro, President

Date Approved: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# CONSENT AGENDA



# TAB B

## CONSENT AGENDA

### Monitoring Activities

# TAB B-1

## CONSENT AGENDA

### Monitoring Activities

November 2024 Financials

**AGENDA ITEM: B-1 – November 2024 Financials**  
**Board of Trustees Meeting Date: January 23, 2025**

The cash position of the College as of November 30, 2024, is as follows:

* Checking Account Balance	\$ 482,277.27
Certificates of Deposit	\$ 2,745,561.77
STAR Ohio	\$ 2,486,568.05
Savings	\$ 248,596.52
Total Temporary Investments	\$ 5,480,726.34
<b>Total Cash and Temporary Investments</b>	<b>\$ 5,963,003.61</b>

\* Checking account balance includes:  
 General, Auxiliary, Restricted, Development, Endowment, and Plant Funds

The revenues and expenditures are as follows:

	<u>This Year % Recorded</u>	<u>% Year Completed</u>
Budgeted Revenues	48.5%	41.7%
Budgeted Expenditures	45.9%	41.7%

The Appropriated Fund Balances are as follows:

1. The General Fund Board Appropriated Fund Balances are \$ 372,456.88.
2. The General Fund Board Appropriated Start Up Fund Balance is \$ 77,149.58.

**RECOMMENDATION:** Recommended that the Board accept the financial information for November 2024 as presented.

**SUBMITTED BY:** Janet Sempkowski, Director of Finance & CFO

# TAB B-2

## CONSENT AGENDA

Monitoring Activities

Tuition and Fee Comparison

AGENDA ITEM B-2 TUITION AND FEE COMPARISON  
Board of Trustees Meeting Date: January 23, 2025

## Summary of Annualized Full-Time In-State Undergraduate Tuition and Fees

Sector / Campus	FY 2021	FY 2022	FY 2023	FY 2024	Change FY 2023 - FY 2024
<b>Community Colleges</b>					
Belmont Technical College	\$5,293	\$5,443	\$5,593	\$5,743	2.7%
Central Ohio Technical College	\$4,776	\$4,896	\$5,016	\$5,136	2.4%
Cincinnati State Community & Technical College	\$5,527	\$5,527	\$5,827	\$5,977	2.6%
Clark State Community College	\$5,025	\$5,025	\$5,175	\$5,325	2.9%
Columbus State Community College	\$4,888	\$5,038	\$5,188	\$5,338	2.9%
Cuyahoga Community College	\$3,576	\$3,726	\$3,876	\$3,876	0.0%
Eastern Gateway Community College	\$5,610	\$5,690	\$5,690	\$4,930	-13.4%
Edison State Community College	\$5,039	\$5,169	\$5,319	\$5,469	2.8%
Hocking Technical College	\$4,582	\$4,702	\$4,702	\$4,702	0.0%
James A. Rhodes State College	\$5,496	\$5,496	\$5,640	\$5,790	2.7%
Lakeland Community College	\$4,163	\$4,163	\$4,313	\$4,463	3.5%
Lorain County Community College	\$3,745	\$3,745	\$4,005	\$4,135	3.2%
Marion Technical College	\$5,122	\$5,122	\$5,382	\$5,512	2.4%
North Central State College	\$5,298	\$5,298	\$5,598	\$5,598	0.0%
Northwest State Community College	\$5,575	\$5,575	\$5,875	\$5,875	0.0%
Owens State Community College	\$6,224	\$6,364	\$6,504	\$6,644	2.2%
Rio Grande Community College	\$5,135	\$5,285	\$5,580	\$5,900	5.7%
Sinclair Community College	\$3,951	\$3,951	\$4,251	\$4,251	0.0%
Southern State Community College	\$5,312	\$5,312	\$5,612	\$5,612	0.0%
Stark State College of Technology	\$5,458	\$5,458	\$5,758	\$5,908	2.6%
Terra State Community College	\$5,348	\$5,468	\$5,588	\$5,708	2.1%
Washington State Community College	\$4,950	\$4,950	\$5,100	\$5,100	0.0%
Zane State College	\$5,406	\$5,556	\$5,706	\$5,856	2.6%
<b>Average - Community Colleges</b>	<b>\$5,022</b>	<b>\$5,085</b>	<b>\$5,274</b>	<b>\$5,341</b>	<b>1.3%</b>

The fees reported in the summary table include the general fee as well as other mandatory fee uniformly assesses to all full-time students which meet each of the following: they are in fact mandatory, are not included in the general fee, and are charged each term. The later may include facility fees, technology fees, parking fees, or other mandatory fees.

**FULL-TIME UNDERGRADUATE FEES, TECHNICAL COLLEGES**

Fall 2023											
TECHNICAL COLLEGES	CREDIT HOURS* (RANGE)	INSTRUCTIONAL FEE	GENERAL FEE**	STUDENT ACTIVITY FEE	AUXILIARY /HEALTH FEE	SECURITY/ FACILITY FEE	LIBRARY/ TECH FEE	CAREER SERVICES FEE	TRANSPORTATION FEE	MATRICULATION / REGISTRATION FEE	OUT-OF-STATE SURCHARGE
Belmont College 1	15	\$ 1,886.25	\$ 450.00	\$ 10.00	\$ 90.00	\$ -	\$ 375.00	\$ 60.00	\$ -	\$ -	\$ 1,563.75
	1-14	\$ 125.75	\$ 30.00	\$ 10.00	\$ -	\$ -	\$ 25.00	\$ 4.00	\$ -	\$ -	\$ 104.25
Central Ohio Technical College	12-18	\$ 1,968.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,380.00
	1-11	\$ 164.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115.00
Hocking Technical College	12-16	\$ 1,908.00	\$ 348.00	\$ -	\$ 20.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 2,255.00
	1-11	\$ 159.00	\$ 29.00	\$ -	\$ 1.67	\$ -	\$ -	\$ 6.25	\$ -	\$ -	\$ 188.00
James A. Rhodes State College 2,3	15	\$ 2,850.00	\$ -	\$ -	\$ -	\$ -	\$ 45.00	\$ -	\$ -	\$ -	\$ 2,850.00
	1-14	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.00	\$ 190.00
Marion Technical College	13-18	\$ 2,665.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91.00	\$ -	\$ -	\$ 2,135.00
	1-12	\$ 205.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.00	\$ -	\$ -	\$ 155.00
North Central State College	15	\$ 2,694.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105.00	\$ -	\$ -	\$ 2,799.00
	1-14	\$ 179.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.00	\$ -	\$ -	\$ 186.60
Stark State College 4	15	\$ 1,897.50	\$ 931.50	\$ -	\$ -	\$ 35.00	\$ -	\$ 90.00	\$ -	\$ -	\$ 1,935.00
	1-14	\$ 126.50	\$ 62.10	\$ -	\$ -	\$ -	\$ -	\$ 6.00	\$ -	\$ -	\$ 129.00
Zane State College	15	\$ 2,445.00	\$ 360.00	\$ -	\$ -	\$ 18.00	\$ -	\$ 105.00	\$ -	\$ -	\$ 2,805.00
	1-14	\$ 163.00	\$ 24.00	\$ -	\$ -	\$ 18.00	\$ -	\$ 7.00	\$ -	\$ -	\$ 187.00

\*Less than full-time coursework is charged per credit hour.

\*\*General Fees are any fees uniformly charged to all enrolled students; other identified fees reported in the Fall Survey include mandatory fees charged to full-time students which meet each of the following criteria: they are in fact mandatory, are not included in the general fee because they are dedicated to a specific purpose, and are charged each term.

NOTE: The part-time per credit hour rates reflected above may not be the uniform credit hour rate charged to all part-time students. For example, flat or variable fees assessed based on credit hour thresholds may not be reflected in the per credit hour rates above.

1. Auxiliary Fee (\$6/ch) applied if enrolled 4 credit hours or more.
2. Technology Fee (\$3/ch) applied if enrolled 4 credit hours or more.
3. Registration Fee (\$31 per term) only applied for 11 credit hours or less.
4. Maintenance & Campus Security Fee \$35/term if enrolled 4 or more credit hours.

# TAB B-3

## CONSENT AGENDA

Monitoring Activities

Semester Enrollment Statistics



AGENDA ITEM B-3: SEMESTER ENROLLMENT STATISTICS  
Board of Trustees Meeting Date: January 23, 2025

# ENROLLMENT REPORT

## SG 2025

### HEAD COUNT - 01/14

<u>Head Count by UGA Code</u>	<u>Current SG 2025</u>	<u>Previous SG Semester</u>
1 - First Time From HS	13	5
2 - Other First Time	21	28
3 - Continuing	457	378
4 - Returning Student	30	34
5 - Transfer Student	35	20
H - CCP	1401	337
Unknown / Null	12	5
<b>Grand Totals</b>	<b>1969</b>	<b>807</b>

### CREDIT HOURS - 01/14

<u>Credit Hours by UGA Code</u>	<u>Current SG 2025</u>	<u>Previous SG Semester</u>
1 - First Time From HS	185	60
2 - Other First Time	279	349
3 - Continuing	5820	5108.5
4 - Returning Student	267	316
5 - Transfer Student	374	253
H - High School Student	9243.5	1957
Unknown / Null	109	26
<b>Grand Totals</b>	<b>16277.5</b>	<b>8069.5</b>

### FLAT - PREV YEAR

<u>End SG Semester Head Count</u>	<u>End SG Semester Credit Hours</u>
4	40
25	283
373	4704.5
43	329
21	228
347	1865
	3
<b>814</b>	<b>7452.5</b>

GOAL: 1425

% of current year to head count goal : 38%

BUDGET:

% current year to head count budget :

GOAL: 12000

% of cr hrs current year to goal : 36%

BUDGET: 12484

% of cr hrs current year to budget : 30%

- 1 - Current Year High School Graduate First Time Enrolled as Undergraduate
- 2 - First Time Enrolled as Undergraduate/not current year high school graduate
- 3- Continuous Enrollment
- 4- Returning Student / previously enrolled, first term back
- 5- Transfer from another Institution
- H- Currently enrolled in CCP
- Unknown - UGA code has not been assigned

	<u>Credit Hours</u>	<u>Average Credit Hours</u>	<u>FTE'S</u>
<b>CURRENT SG 2025</b>	16277.50	8.27	1085.17
<b>PREVIOUS SG</b>	8069.50	10.01	537.97
<b>FINAL PREVIOUS SG</b>	7452.50	9.16	496.83

VAL

	<u>CR HRS</u>	<u>% Diff</u>	<u>FTE</u>	<u>FTE Diff</u>
GOAL	12000.00	35.6%	800.00	285.17
BUDGET	12484.00	30.4%	832.27	252.90

# TAB B-4

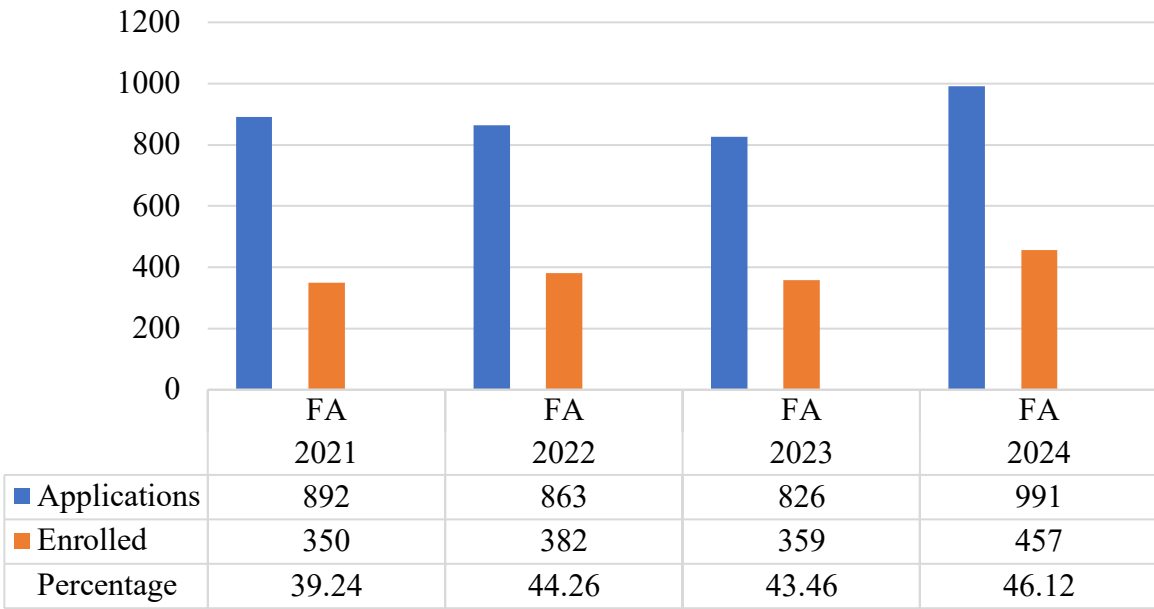
## CONSENT AGENDA

### Monitoring Activities

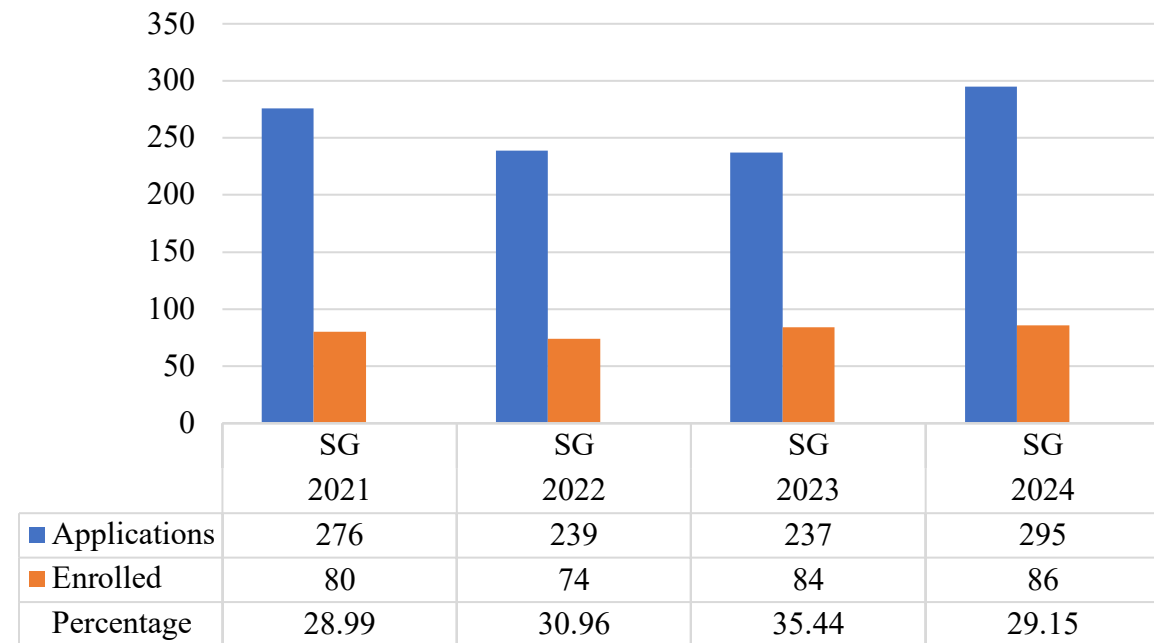
#### Applications with Yield Percentage

AGENDA ITEM B-4: APPLICATIONS WITH YIELD PERCENTAGE  
Board of Trustees Meeting Date: January 23, 2025

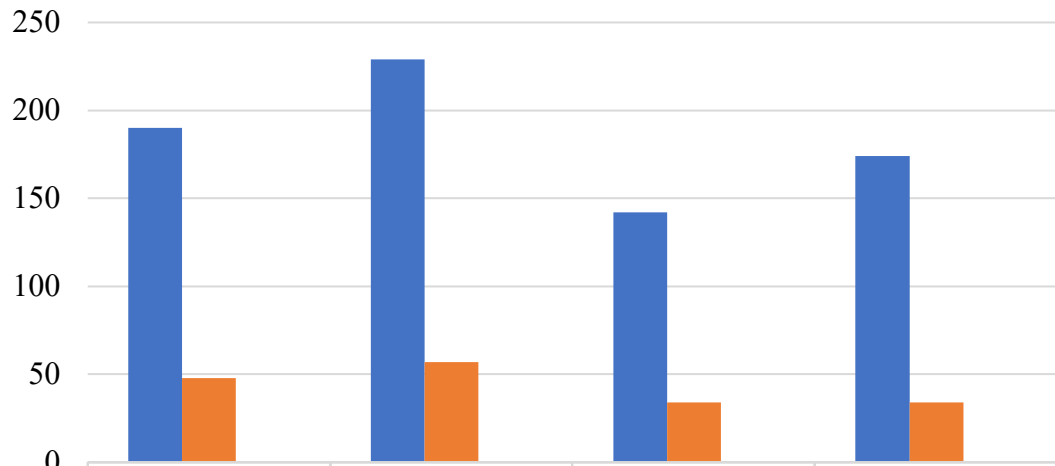
### Fall AY 24



### Spring AY 24



### Summer AY 24



	SM 2021	SM 2022	SM 2023	SM 2024
■ Applications	190	229	142	174
■ Enrolled	48	57	34	34
Percentage	25.26	24.89	23.94	19.54

# **TAB C**

## **CONSENT AGENDA**

### *Administrative Items*

# **TAB C-1**

# **CONSENT AGENDA**

Administrative Items

Budget Revision 2024-2025



**AGENDA ITEM C-1: 2024 - 2025 REVISED BUDGET**  
**Board of Trustees Meeting Date: January 23, 2025**

The Administration is recommending a revised budget of \$8,844,400 for Fiscal Year 2024-2025. This is an increase of \$403,335 over the original budget of \$8,441,065.

The following pages show the detail for revenue and organizational budgets.

Highlights

- Revised budget is based on 34,266 total credit hours: summer 1,552; fall 16,653; spring 16,061. This is an increase of 5,292 over the original budgeted credit hours: 2,104 credit hours for the traditional population and 3,188 credit hours for College Credit Plus.
- State support of \$3,317,081 is based on a reduction of \$5,371 over 2023-2024 original budget projection of \$3,322,452.
- Expenditures are shown in summary format by category: Personnel makes up 74% of the total expenditure budget and operating expenditures makes up the remaining 26%.

**RECOMMENDATION:** Recommend that the Board approve the revised budget for Fiscal Year 2024-2025 as presented.

**SUBMITTED BY:** Janet Sempkowski, Director of Finance & CFO

Budget Summary

	<b>Proposed Revision <u>2024-2025</u></b>	
<b><u>Revenue</u></b>		
<b>Total Operating Revenue</b>	<b>\$ 8,844,400</b>	
<b><u>Expenses By Function</u></b>		
Instructional	3,439,802	39%
Public Service	2,500	0%
Academic Support	562,097	6%
Student Services	651,437	7%
Institutional Support	2,838,723	32%
Operations - Maintenance	923,711	10%
Grants	426,130	5%
<b>Total Operation Expenses</b>	<b>\$ 8,844,400</b>	<b>100%</b>
<b>Net</b>	-	
<b><u>Expenses by Category</u></b>		
Personnel	74%	
Operating Expenses	26%	
	<b>100%</b>	

Revenue by Source

	<b>Proposed Revised 2024-25 Revenue</b>	<b>Percentage Total Revenue</b>	<b>Dept of Higher Ed</b>	<b>Tuition &amp; Fees</b>	<b>Misc</b>
ODHE - Subsidy	3,317,081	37.50%	3,317,081		
College Credit Plus Discount	(2,559,686)	-28.94%		(2,559,686)	
Tuition	4,309,075	48.72%		4,309,075	
General Course Fee	1,199,345	13.56%		1,199,345	
Technology Fee	856,675	9.69%		856,675	
Career Services Fee	137,068	1.55%		137,068	
Lab Fee	464,830	5.26%		464,830	
Student Life Fee	42,660	0.48%		42,660	
Auxiliary Fee	205,602	2.32%		205,602	
NonCredit Workforce Development	487,000	5.51%		487,000	
Temporary Investment Income	230,000	2.60%			230,000
Massage Therapy Clinic Income	10,000	0.11%			10,000
Other Student Fees	15,750	0.18%			15,750
Testing Center Income	17,000	0.19%			17,000
Campus Shop Overhead/Rental Incom	25,000	0.28%			25,000
Burn Building Rental Income	25,000	0.28%			25,000
Miscellaneous Income	60,000	0.68%			60,000
MathCounts & Science Fair Income	2,000	0.02%			2,000
			3,317,081	5,142,569	384,750
<b>Total Operating Revenue</b>	<b>\$ 8,844,400</b>	<b>100%</b>	<b>38%</b>	<b>58%</b>	<b>4%</b>

# **TAB D**

## **CONSENT AGENDA**

### Board Items

# **TAB D-1**

## **CONSENT AGENDA**

### **Board Items**

**Election of Executive Committee**

## AGENDA ITEM D-1: BOARD OF TRUSTEES Appointments

Board of Trustees Meeting Date: January 23, 2025

The College will need to select/elect three members of the current Board of Trustees, to serve as the Executive Committee of the Board of Trustees for the term of January 23, 2025 – June 30, 2025. This will accommodate the requirement of HB 33 of the 135<sup>th</sup> General Assembly that changed the process under ORC Section 3357.05 on how non-gubernatorial (“local”) trustees are appointed to the Boards of Trustees for Ohio’s technical colleges. Under the new process, a trustee selection committee, selected by the Executive Committee, shall review and appoint trustees and the appointments are subject to the advice and consent of the Ohio Senate.

**RECOMMENDATION:** It is recommended that the Board of Trustees nominate and elect three members of the current Board of Trustees to serve as the Executive Committee for the term of January 23, 2025 – June 30, 2025.

**SUBMITTED BY:** Kristy Kosky, Chief of Staff and Executive Assistant to the President.

# **TAB D-2**

## **CONSENT AGENDA**

Board Items

Collective Bargaining Agreement

**AGENDA ITEM D-2 : CBA UPDATES**  
**Board of Trustees Meeting Date: January 23, 2025**

Belmont College would like to present the agreed upon increases for the Collective Bargaining Agreement with the Full-Time Faculty. This contract was ratified by the union on December 12, 2024.

Many housekeeping items were addressed and updated. The most significant changes are the adjustments in pay:

1. **Within 30 days of ratification, bargaining unit members as of the ratification date will be paid \$500 (gross) via a lump sum.**
2. **Effective July 1, 2024, (a) each bargaining unit member will receive a 3% raise on their base salary each year of the agreement.**

**RECOMMENDATION:** We recommend that the Board approves the economics of this CBA upon ratification.

**SUBMITTED BY:** Dr. Paul Gasparro, President & CEEO



**ARTICLE I: RECOGNITION AND SCOPE OF BARGAINING UNIT**

**A. Recognition**

1. Belmont College, hereinafter referred to as "College," recognizes the Belmont College Faculty Association (BCFA)/OFT/AFT, hereinafter referred to as "Association," as the sole and exclusive bargaining agent for the members of the bargaining unit described below.
2. All members of the bargaining unit shall be governed by the terms of this Agreement and this Agreement shall supersede and override all other policies or practices that specifically conflict with these provisions.

**B. Bargaining Unit**

1. The bargaining unit shall include all **permanent** full-time faculty as defined by this Agreement ("Members").

**C. Exclusions from Bargaining Unit**

1. The bargaining unit shall exclude all **administrative personnel and support staff**, other employees of the College, all students (other than bargaining unit members enrolled in classes), all individuals who are not "public employees" as defined by Revised Code Chapter 4117 and all employees whose employment is dependent on externally funded sources

**D. Recognition Challenge**

1. Any recognition challenge by the College shall be pursuant to Ohio Revised Code Chapter 4117.

**E. Membership**

1. The College and the Association agree that membership in the Association shall not be compulsory. The Association agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Association. The College agrees that it will not intimidate or coerce any employee with respect to becoming or remaining a member of the Association.

**F. Joint Statement on Faculty**

1. The College and the Association strongly believe that full-time

faculty of the highest quality support our core mission.-

*KLuther*  
for the College                      date

Jesse Gipko    6-28-2024  
for the Association                      date

**ARTICLE II: MANAGEMENT RIGHTS**

**A. College's Rights and Privileges**

Except as otherwise expressly provided herein, the College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities in such manner as the College shall determine. The exercise of these plenary powers, rights, authority, responsibilities, and prerogatives of management is reserved and retained exclusively by the College. The exercise of these powers, rights, authorities, responsibilities and prerogatives and the adoption of such policies, rules or regulations needed to enforce them shall not conflict with the provisions of this Agreement, and any dispute regarding the same shall be subject to the grievance procedure contained in this Agreement – unless the Agreement conflicts with federal, state or local law, in which case the law will govern.

Except as otherwise expressly provided herein, the College's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations; and
2. Direct, supervise, evaluate, and hire employees; and
3. Maintain and improve the efficiency and effectiveness of College operations; and
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted; and
5. Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, and schedule, promote, fill vacancies, or retain employees; and
6. Determine the adequacy, size, qualifications, and composition of the work force; and
7. Determine the overall mission of the College; and
8. Effectively manage the work force and maintain discipline, safety, and order; and

9. Take actions necessary to carry out the mission of the College as a governmental unit; and
10. Establish, modify and enforce reasonable rules of conduct and standards of performance; and
11. Initiate, determine, develop, adopt, modify, and delete degree programs, certificate programs, credit courses, and non-credit activities and approve and authorize the courses and programs offered by the College. The College will bargain over the effects of any action or decision to delete credit programs, courses or certificates mid-term, unless otherwise provided for in the Agreement (including any process or procedure already in the Agreement); and
12. Determine program and course curriculum content, objectives, grading standards, and procedures – but only after good faith consultation and input from the Association's appointed representative and pertinent bargaining unit members; and
13. Exercise all other (plenary) authority not expressly restricted herein.
14. Determine program and course curriculum content, objectives, grading standards, and procedures – but only after good faith consultation and input from the Association's appointed representative and pertinent bargaining unit members; and
15. Exercise all other (plenary) authority not expressly restricted herein.

These management rights are subject to the express terms of this Agreement, and they shall extend into and remain in effect during any time period in which this Agreement has expired yet a subsequent agreement has not yet been

Jim Lynn 4-19-24      [Signature] 4/19/24  
for the College      date      for the Association      date

ARTICLE III ASSOCIATION RIGHTS

**A. Association Rights and Privileges**

1. In addition to other rights and privileges accorded the Association elsewhere in this Agreement, the Association shall have the rights specified below.

**B. Access to College Premises**

1. Duly authorized representatives of the Association shall have access to the College premises for purpose of transacting Association business consistent with this Agreement, provided that Association business shall not interfere with normal hours and operations of the College or the performance of duties by any employee.

**C. Use of College Facilities**

1. The Association shall be permitted to use College facilities, for purposes of transacting official Association business for the bargaining unit (but not for strike or picketing purposes), provided that such meetings do not interfere with the normal hours and operation of the College or the performance of duties by any employees. In consideration for the use of facilities, the Association agrees to save the College harmless from and against all loss, liability, damage or injury to person or property by reason of the actions of bargaining unit members (including reasonable defense costs and attorneys' fees, unless the College agrees to have the Association take over the defense of any such injury or damage claim).
2. The College shall provide the Association with a filing cabinet with a lock.

**D. Use of College Mail Facilities**

1. The Association shall be permitted access to the Members' mailboxes for communication regarding Association business. The Association shall not use the College's mailboxes for communication with any non-bargaining unit College employees. The Association will also be permitted use of one half of the Bulletin Board located on the wall next to the faculty offices, provided that the same shall not be used for the purpose of disseminating political information or information which is critical of the College, Administration, Board of Trustees or other

employees.

**E. Use of Photocopying Machines**

1. The College shall assign a print ID number for the Association's use of the College's photocopying machines, which will permit up to 2000 pages each contract year to be photocopied for Association

**F. Directories**

1. The Association **Officers** shall receive ~~one (1) printed~~ **access to an electronic** directory containing the names, addresses and phone numbers of members of the bargaining unit each year. Any member of the bargaining unit shall, however, have the right to have his or her address and phone number removed from the directory provided **to** the Association. Human Resources shall provide the name, address and phone number of any newly hired bargaining unit member within ten (10) business days of the Board's approval.

**G. Dues, Assessments and Fee Deduction**

1. The College shall deduct from the pay of members of the Association covered by this Agreement any dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions shall be made only following receipt from the Association of individually signed authorizations executed by Association members for this purpose. Such authorization shall continue from year to year at any member's request under the continuing membership provision on the authorization form. All authorized deductions shall be made from the Association's members' pay in twenty-six (26) equal payments for the remainder of the academic year commencing with the second full pay period after the ratification of this Agreement by the Board of Trustees (hereinafter referred to as "Board"). Pay deductions shall be transmitted to the Association monthly from July 1 through June 30. The College's obligation to make deductions will terminate automatically upon receipt of a revocation of authorization by an employee. The College shall inform the Association promptly of all revocations of dues deductions. The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any

provision of this Agreement (including reasonable defense costs and attorneys' fees, unless the College agrees to have the Association take over the defense of any such injury or damage claim).

2. The College shall notify the Association of all new hires included in the bargaining unit within ten (10) business days of hire. The notification shall include the name, position, and contact information for each new hire. The College will supply each new hire in the bargaining unit with an electronic copy of the Collective Bargaining Agreement.

Upon ratification of the Collective Bargaining Agreement, the College will email an electronic copy to all Union members.

3. The Association shall be responsible for collecting dues information from all new members of the bargaining unit.
4. The College agrees, upon receipt of prior written authorization, to deduct from the pay of Members, contributions to the Committee on Political Education (COPE). The deduction shall be made per pay in the same manner as other authorized payroll deductions. COPE contributions are strictly voluntary. The College's obligation to make COPE deductions will terminate automatically upon receipt of a revocation of authorization by an employee. The College shall inform the Association promptly of all revocations of COPE deductions.

#### **H. Non-Discrimination**

1. 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 or its affiliates or because the employee refrains from joining or engaging in activity on behalf of the Association.

#### **I. Association Leave**

1. Bargaining unit members shall receive up to three (3) paid days off per year and up to two (2) unpaid days off per year for statewide and national union business.
2. The Association shall give the Administration two (2) weeks' notice in advance of taking Association Leave. Leave will not be allowed in a manner which disrupts the College's educational mission, and the College and Association must work together to meet the Association's need for Association Leave without

disrupting the College's educational mission.

**J. Association Business during Workday**

Association representatives shall be permitted to conduct Association business during the regular workday for Members, provided that such business activity does not interfere with scheduled student contact or any other duty or responsibility to the College. The Association shall be permitted to conduct Association business before or after the hours of college events (e.g., Spring and Fall Forum) that all Members are required to attend. Association representative shall be defined as an elected Association officer or bargaining representative.

**K. Conversion of Adjunct work to Bargaining Unit work**

Notice shall be given to the Union President when the college hires a "temporary full-time" employee. When the College continues to employ an employee as "temporary full-time" for two (2) consecutive semesters the College shall create a job posting for a permanent full-time faculty member position commencing the third consecutive semester. No full time employee shall be considered temporary for more than two (2) consecutive academic semesters regardless of department assignment.

K. Luther  
for the College                      date

Jesse Gipko                                              6-28-2024  
for the Association                      date



## **ARTICLE V: NEGOTIATING PROCEDURE**

### **A. Statement of Procedures**

1. The Board and the Association agree that the procedures stated in the succeeding sections of this Agreement shall govern the negotiations process between the parties.
2. Good faith requires the Board and the Association to perform the mutual obligation to negotiate at reasonable times and places with respect to wages, hours, terms, and other conditions of employment which are the subject or potential subject of this (or any subsequent) agreement.
3. If a proposal is unacceptable, the other side is obligated to offer a counter-proposal or explanation as to why the proposal is unacceptable. This obligation does not compel either party to agree to a proposal or to make a concession.

### **B. Subject of Negotiations**

1. Representatives of the Board and the Association will negotiate in good faith all matters relating to wages, hours, terms, and conditions of employment which are the subject or potential subject of this (or any subsequent) agreement.

### **C. Requests for Negotiations**

1. Either party may initiate negotiations by letter to the other party not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date of this Agreement. Requests initiated by the Association shall be directed to the President of the College. Requests initiated by the College shall be directed to the President of the Association. The notice shall include:
  - a. The date of the letter;
  - b. A clear statement that the letter is the notice to commence negotiations (The State Employment Relations Board's Notice to Negotiate form may be used to meet this requirement); and
  - c. The name, email address, and phone number of the representative of the requesting party with whom the initial meeting shall be arranged (Designation of the party's principal representative on the Notice to Negotiate form

may be used to meet this requirement.)

2. At this time, the requesting party shall notify the State Employment Relations Board of commencement of negotiations:
  - a. Within fifteen (15) working days after receipt of a notice to bargain as provided in Chapter 4117 of the Ohio Revised Code, an initial meeting shall be held; and
  - b. The fifteen (15) day period may be extended by mutual consent; and
  - c. After the third (3<sup>rd</sup>) meeting, no new items shall be submitted unless by mutual agreement of the parties; and
  - d. This agreement shall establish wages, hours, terms and conditions of employment of the bargaining unit.

#### D. Negotiation Meetings

1. Negotiation meetings shall be scheduled, mutually agreeing to date, time and location ~~(and promptly begin) at the request of the parties and, until negotiations are concluded, at the end of each session the parties will discuss and agree to what each party is obligated to bring to the next session. either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.~~
2. Meetings shall be scheduled at such times and locations that are mutually agreed to by the parties.
3. Either party may recess for caucuses. A caucus shall be ~~for a~~ <sup>for</sup> ~~period of time~~ of no more than thirty (30) minutes unless otherwise mutually agreed.
4. A record of meetings may be kept by a party as it may determine providing, however, such record shall be for the use of the party keeping it and shall not be deemed an official record of the proceedings.
5. Notwithstanding Section D-1 above, bargaining for a successor agreement shall not begin before one hundred twenty (120) days before the expiration of the bargaining agreement, unless agreed upon by both parties.

#### E. Representatives

1. The bargaining representatives of the Association and the Board shall be as designated by each respective party. These

representatives shall be known as the negotiating teams. Each team shall consist of no more than three (3) members, plus the College's attorney and the Association's Field Coordinator (neither of whom shall count toward the three member limit). The College shall determine its team's representatives. The Association executive committee shall select its team's representatives. The College and the Association shall identify the members of the negotiating team at the start of negotiations, and either party may appoint a substitute to replace a team member who is unable to attend any negotiating session. The Association reserves the right to have its Field Representative from the Ohio Federation of Teachers on its negotiating team.

2. Either party may bring in experts or resource people, but only for the purpose to provide pertinent information, if mutually agreed upon.
3. The Association may bring in legal counsel.

**F. Information**

1. The Board and Association agree to supply available public information that is specifically requested and/or routinely prepared, including pursuant to Chapter 149 and Chapter 4117 of the Ohio Revised Code.

**G. Agreement**

1. Tentative agreement on negotiated items shall be reduced to writing by either party and initialed (or signed) by the designated representative of each party.
2. When the disposition of all items submitted for bargaining has been agreed to by the parties, the proposed agreement shall be reduced to writing and first submitted to the Association for consideration by its membership. If ratified by the Association, the proposed agreement shall be submitted to the Board of Trustees for its consideration. If approved by both parties, the appropriate representatives of each party shall sign the collective bargaining agreement.
3. A Member serving on the negotiating team will be released from all responsibilities during negotiating sessions with the College except teaching and office hours. A Member on the negotiating team is responsible for obtaining any College committee information not obtained because they were participating in negotiating sessions. A Member serving on the negotiating team (except substitutes) will attend all negotiating sessions until

negotiations are completed. No Member serving on the bargaining team shall be penalized for participation in negotiations up through and including impasse.

4. Within thirty (30) working days after signing, the collective bargaining agreement shall be made available to all Members and Board members. The College will be responsible for the production of the final collective bargaining agreement, which may be in electronic form. The Association will be responsible for the distribution of the final collective bargaining agreement.

**H. Dispute Settlement Procedures**

1. Dispute settlement procedures shall be followed as defined in Section 4117.14 of the Ohio Revised Code, but where those procedures are subject to mutual agreement of the parties, they will only apply upon mutual agreement of the parties.

Additionally, the College and Association agree to attempt to settle disputes using mediation services before entering ~~into~~ fact finding as defined in Section 4117.14 of the Ohio Revised Code, unless both parties agree that mediation would be fruitless.

June Lynn 4-19-24  
for the College date

Phetso 4/19  
for the Association date

## **ARTICLE VI: GRIEVANCE PROCEDURE**

### **A. Definition**

1. A "grievance" shall mean an allegation by a member of the bargaining unit of a violation, misinterpretation, or misapplication of the terms of this Agreement.
2. a "grievant" shall mean either (1) an individual bargaining unit member, (2) a group of members of the bargaining unit having the same grievance, or (3) the Association.
3. A "day" shall mean a weekday excluding holidays unless otherwise expressly stated.
4. **An "administrator" shall include directors, deans, assistant vice presidents, vice presidents, or their designated representatives.**

### **B. Grievant's Rights**

1. A grievant shall have the right to be represented or accompanied by an Association representative at any stage of this grievance procedure.
2. A grievant shall have the right to attend any hearing conducted pursuant to the grievance procedure established herein.
3. No reprisals of any kind will be taken by or against any participant(s) in the grievance procedure or any bargaining unit member(s) of the Association because of such participation.

### **C. Timeliness**

1. The timelines contained in the procedure below shall be strictly complied with, except for good cause shown, or upon mutual agreement of the parties. For purposes of this section, "good cause" shall be limited to immediate family death or immediate family health emergency; contagious illness or serious injury; College closing due to inclement weather; or being unable to abide by the timelines due to a natural disaster.

### **D. Procedures**

1. Informal
  - a. If a grievant has a grievance, they shall discuss it

informally with the administrator directly involved, identifying the conversation as an informal attempt to grieve resolve an issue, within 10 business days by the end of the meeting unless further investigation is required. The collected investigative materials shall be shared to the grievant and the union representative with the disposition of the informal meeting. The object of both parties shall be to resolve the matter as soon as possible in an informal manner.

- b. The initiation of Step 1 of this grievance procedure, or a written communication from the administrator directly involved stating that the informal procedure has been concluded shall automatically and immediately conclude the informal grievance process.

2. Formal

- a. Step 1: If the issue is not resolved informally, the grievant shall email the grievance to Vice President of Organizational Effectiveness Human Resources within ten (10) business days following the conclusion of the informal grievance process, which is the basis of the grievance, to be routed to the appropriate administrator. The grievant may also submit a hard copy of the grievance. If either the email or hard copy is timely, the grievance is timely. The grievance shall be filed on a grievance form included in Appendix \_\_\_\_\_, which sets forth:

- ~~i a clear and concise summary of the facts upon which the grievance is based (with any supporting documents if appropriate);~~
- ~~ii References to the specific provision of the bargaining agreement, which was violated, misinterpreted, or misapplied;~~
- ~~iii the relief demanded;~~
- ~~iv the date of the occurrence upon which the grievance is based;~~
- ~~v the name of the grievant and their department;~~
- ~~vi the date the grievance is filed, and~~
- ~~vii the grievant's signature.~~

bargaining agreement, nor to make any award which is inconsistent with the terms of this agreement or contrary to law. The arbitrator (or the Board, as the case may be) shall expressly confine him/her/itself to the precise issue or issues submitted for arbitration (or appeal, as the case may be) and shall have no power to make any award which exceeds the remedy requested. The arbitrator's or the Board of Trustees' decision (as the case may be) is binding on the College, the Association and the grievant.

3. If the award includes money damages, such award shall be limited to back pay and the actual dollar value of a back benefit denied a grievant.
4. The arbitrator (if the matter is arbitrated) shall issue their award not later than thirty (30) business days from the date of the conclusion of the grievance hearings or from the date the arbitrator has established as the final date for acceptance of statements, proof and/or written arguments which are to be submitted for their consideration – whichever date is later – unless mutually-agreed upon by the parties. If made in accordance with their jurisdiction and authority granted under this contract, such award shall be binding upon the parties but subject to appeal pursuant to Chapter 2711 of the Ohio Revised Code.
5. The costs for the fee and necessary expenses of the arbitrator shall be borne by the losing party. (If there both sides partially win and partially lose in a material (not a nominal) manner (one non-exclusive example being reinstatement without backpay), the parties shall equally split the arbitrator's fee and expenses.) All other costs shall be the liability of the party incurring them.
6. If the matter is appealed to the College's Board of Trustees (rather than being arbitrated), the grievance shall be placed on the agenda of the next regularly-scheduled meeting of the Board of Trustees not less than ten (10) business days following the receipt of the written appeal. The Board shall make a determination on the appeal in writing within thirty (30) business days from the date of the meeting at which the appeal was heard. The President of the College shall cause copies of the determination to be distributed to all parties. The determination of the grievance by the Board of Trustees shall be final and binding (and not arbitrable), though any bargaining unit member or the Association may pursue health and safety matters in Section F.2

with OSHA. Because the Association knows the Board of Trustees is the governing body of the College, "evident partiality" (R.C. §2711.10(B)) shall NOT be a basis for appealing a Board of

Trustees' decision and the Association waives any right to appeal a Board decision on the basis of "evident partiality."

**F. Matters of Health and Safety**

1. The College shall maintain a safe and healthful workplace in accordance with accepted standards established by those public agencies responsible for the health and safety of the general public. All bargaining unit members shall follow published College health and safety procedures, and any violation of those health and safety policies by bargaining unit members may result in disciplinary action by the College. "Published" health and safety procedures mean written procedure previously delivered to the Association President and the College's safety rules and procedures for all labs, as appropriate. Disciplinary action for violation of this section shall be progressive – unless the violation involves a significant risk of danger to (proverbial) life or limb.
2. If a Member alleges that their health or safety is jeopardized by conditions which did not meet such established standards and can be corrected by the College, a grievance may be filed in accordance with the procedures set forth in Sections D 1 through D 2 of the Grievance Procedure as contained in this Article.
3. If the grievance is not resolved at Step 3 of such procedure, the Association may either (a) submit the matter to arbitration or (b) appeal to the College's Board of Trustees, according to the procedures and requirements set forth in Section E of this Article.
4. Partially lose in a material (not a nominal) manner (one non-exclusive example being reinstatement without backpay), the parties shall equally split the arbitrator's fee and expenses.) All other costs shall be the liability of the party incurring them.
5. If the matter is appealed to the College's Board of Trustees (rather than being arbitrated), the grievance shall be placed on the agenda of the next regularly-scheduled meeting of the Board of Trustees not less than ten (10) business days following the



If said grievance is not timely filed, the grievance shall be deemed void and no longer to exist. Upon written request of the grievant or the College, a grievance hearing shall be held within ten (10) business days of the request. A written decision shall be rendered by the appropriate administrator within ten (10) business days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within ten (10) business days from receipt of the written grievance. Failure to timely render a decision shall advance the grievance to Step 2 of this procedure.

b. Step 2: If the grievance is not resolved in Step 1, the grievant may appeal to the Vice President of ~~Human Resources~~ **Organizational Effectiveness** within ten (10) business days from the date of the decision rendered at Step 1. An exact copy of the grievance form filed at Step 1 and a copy of the Step 1 decision shall be filed with ~~Human Resources~~ **Vice President of Organizational Effectiveness**. Failure to timely file an appeal shall be deemed as an acceptance of the decision rendered at Step 1. Upon written request of the grievant or the appropriate administrator, a grievance hearing shall be held within ten (10) business days of the request. A written decision shall be rendered by the Vice President of ~~Human Resources~~ **Organizational Effectiveness** within ten (10) business days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within ten (10) business days from receipt of the appeal. A copy of the decision shall be sent to the grievant, the President of the Association and the appropriate administrator. Failure to timely render a decision shall advance the grievance to Step 3.

c. Step 3: If the grievance is defined as a disciplinary action or non-disciplinary violation of the Agreement, the grievance may be advanced to the President of the College. An exact copy of the grievance form filed at Step 1 and all previous decisions shall be filed with the President of the College. Failure to timely file an appeal shall be deemed as an acceptance of the decision rendered at Step 2. Upon written request of the grievant, a grievance hearing shall be held within ten (10) business days of the request. A written decision shall be rendered by the President or the President's designee, within ten (10) business days from the conclusion of any grievance hearing which may be conducted or, if no hearing is conducted, within ten (10) business days from receipt of

the appeal. A copy of the decision shall be sent to the grievant, the President of the Association, and the Vice President of Human—Resources Organizational Effectiveness. The grievant will have ten (10) business days from the conclusion of Step 3 to initiate Step 4 as provided herein (i.e., only if the grievance involves a termination action, suspension, or a non-disciplinary violation of this Agreement.)

- d. The President shall have the right to decline to hear the grievance and instead advance the grievance to step four *if the grievance involves a termination action, suspension, or a non-disciplinary violation of this Agreement.*

**E. Arbitration or Appeal to College's Board of Trustees**

1. If the grievance involves a termination action, suspension, or a non-disciplinary violation of this Agreement, and the grievance is not resolved at Step 2 or 3, the Association may request either (a) that the matter be submitted to arbitration or (b) that the matter be submitted to the College's Board of Trustees. Such request shall be made within ten (10) business days from the date of the decision rendered in Step 3, or if no decision was rendered in Step 3, within ten (10) business days from the conclusion of the grievance hearing or, if no grievance hearing was conducted, within fifteen (15) business days from the filing of the appeal at Step 3. Failure to timely file a demand for arbitration or an appeal to the College's Board of Trustees shall be deemed as an acceptance of the decision rendered at Step 2 and/or 3. If the Association elects the arbitration option, the arbitrator shall be selected and proceedings conducted under the Voluntary Arbitration Rules of the American Arbitration Association (AAA) or the Federal Mediation Conciliation Service (FMCS). The following matters shall neither be arbitrable nor appealable to the Board of Trustees: (a) Grievances not supported by the Association in the appeal to Step 3; (b) the suspension or removal of a probationary bargaining unit member; (c) decisions whether or not to layoff and/or recall (except that alleged violation of the layoff or recall procedures in the Agreement when implementing a decision to layoff and/or recall shall be arbitrable); and (d) any action that is appealable to SERB and has been appealed to SERB (with SERB having jurisdiction.)
2. Neither the arbitrator nor the Board of Trustees shall have any power to alter, add to, or subtract from the terms of this

receipt of the written appeal. The Board shall make a determination on the appeal in writing within thirty (30) business days from the date of the meeting at which the appeal was heard. The President of the College shall cause copies of the determination to be distributed to all parties. The determination of the grievance by the Board of Trustees shall be final and binding (and not arbitrable), though any bargaining unit member or the Association may pursue health and safety matters in Section F.2 with OSHA. Because the Association knows the Board of Trustees is the governing body of the College, "evident partiality" (R.C. §2711.10(B)) shall NOT be a basis for appealing a Board of Trustees' decision and the Association waives any right to appeal a Board decision on the basis of "evident partiality."

*K. Luther*  
for the College                      date

Jesse Gipko                      6-28-2024  
for the Association                      date

**ARTICLE VII: BARGAINING UNIT MEMBER CONTRACTS**

**A. Probationary Period**

1. Every incoming bargaining unit member at Belmont College shall be placed on a one (1) year probationary period.

**B. Bargaining unit members Contracts**

1. After a full-time bargaining unit member has concluded their probationary period, they become eligible for a one (1) year contract followed by a two (2) year contract, then followed by a three (3) year contract, all contracts shall be limited to for a maximum total of 3 years.

~~2. After a full-time bargaining unit member has completed their third year, they shall be eligible for a 3-year contract.~~

3. Any full-time bargaining unit members who have signed a five (5) year employment contract or agreement in 2019 or 2020 will have that contract honored throughout its end date, with all contracts subject to all terms, conditions and limitations in this CBA.

4. A full-time bargaining unit member who has concluded their probationary period may only be terminated during their contract term for just cause. A full-time bargaining unit member who has concluded their probationary period may be denied their next contract ("non-renewed") by the College, at its discretion, but only for good-faith, non-capricious reason(s).

5. Contracts shall be extended to full-time bargaining unit members by April 22 and shall be returned to Administration by May 7. If either date falls on a weekend, the applicable date will be the following Monday.

Jim Ahl 4-19-24  
for the College date

Plutnow 4/19/24  
for the Association date

**ARTICLE VIII: INDIVIDUAL RIGHTS**

**A. Reduction in Force**

1. Whenever the College determines that a reduction in force shall occur as a result of financial exigency, determined in good faith by the College, a material decrease in student enrollment, or a program reduction, consolidation or elimination, or it becomes necessary to reduce the number of bargaining unit members, bargaining unit members shall be ~~laid off~~ **reduced** in accordance with the provisions of this Article.
2. The College shall define the area, department, unit and classification within which a reduction in force will occur. Where a random reduction in the part time and/or full time faculty base will not adversely affect a program's accreditation and/or a department's or program's operational stability, the College will layoff and/or decline to re-hire part time faculty, temporary faculty/temporary non- faculty employees, and Members in that order within the affected area, department, unit and classification.
3. When a determination is made that a reduction in bargaining unit member force is required due to substandard enrollment and/or rigorous economies, the College shall notify the Association in writing. The College shall specify the amount of reduction required and shall accompany the notice with the budgetary information used in arriving at the retrenchment decision. The Association will have a fair opportunity to evaluate the information, develop and recommend alternative methods to deal with the problem, as it relates to their bargaining unit.
4. Upon the introduction of new equipment, technological changes or organizational restructuring that affects current operations and/or potentially displaces bargaining unit members, the College will provide notice to the Association as soon as practicable, but not less than thirty (30) days in advance. The College will meet with the Association to bargain over the effects of any such change.
5. Within the affected area, department unit and classification, the length of continuous full-time service with the College shall determine which Members shall be laid off -provided the remaining department members have the necessary qualifications and present abilities to perform the remaining duties. In that case, Members shall be laid off in the inverse order of their length of continuous full-time service with the

College, within their respective classification. Between Members with equal lengths of College service, ties will be broken by considering the lengths of service within the affected area, department, unit and classification.

6. ~~Laid-off~~ Reduced bargaining unit members who have the qualifications and/or expertise, will be afforded the opportunity to transfer to another bargaining unit position, provided there is at least one available vacant position.

~~Laid-off~~ Reduced bargaining unit members will be offered, in accordance with their Association seniority, reinstatement if, within a period of two (2) years from the date of layoff, an appointment becomes available in the same or equivalent academic department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred – provided the bargaining unit member(s) has the necessary qualifications and present abilities to perform the duties for the appointment.

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

The College will notify such a bargaining unit member of their recall in writing; the bargaining unit member must inform the College in writing of their desire to return to work within ten (10) business days of receipt of the recall notice. Otherwise, they will forfeit that particular recall opportunity. A bargaining unit member will lose recall rights two (2) years after their layoff.

7. No reduction in force of bargaining unit members shall be caused directly by the offering of courses on any and all College Campuses by another institution.
8. The College will not directly replace a ~~laid-off~~ reduced bargaining unit member with a new hire(s) outside of the bargaining unit, unless such replacement is permissible pursuant to Article VIII Section (A)(5).

9. The College agrees to give one (1) academic year's notice of potential program termination. However, in cases of unforeseen or unavoidable circumstances, the College agrees to give as much notice as reasonably practicable to bargaining unit member(s) subject to layoff hereunder. Unforeseen or unavoidable circumstances include but are not limited to (after all, they are unforeseen and unavoidable): Pandemic, natural disaster, terrorism, act of God.
10. The College will notify the Association's president of all academic, administrative, or exempt staff vacancies via electronic mail.
11. For purposes of this article, a bargaining unit member who is ~~laid off~~ **reduced** shall not be considered to have broken continuous service with the College but shall not accumulate any additional service time during the period of layoff up to a period of two (2) years from the date of layoff.
12. Seniority for Members shall be defined as the total number of continuous contracted years of service as a full-time bargaining unit member at Belmont College.
  - a. A bargaining unit member who resigns, retires, whose employment contract is non-renewed or terminated for cause shall forfeit all accrued seniority.
  - b. A bargaining unit member on authorized leave shall not continue to accrue seniority, but shall not forfeit accrued seniority either.
  - c. The Association shall be provided with a list of all bargaining unit members and their seniority dates by September 15 of each year.
  - d. **In the event a tie exists between members regarding seniority, the tie shall be broken by the flip of a coin.**

#### **B. Progressive Discipline**

1. Disciplinary action taken against a full time bargaining unit member shall normally be progressive, unless the nature of the transgression reasonably warrants a more severe, non-progressive sanction (up to and including termination). **Steps (a) and (b) below in #3 may be repeated.** Determining non-progressive discipline is warranted due to the nature of the transgression shall be at the sole and exclusive discretion of the

College's President or ~~Chief Human Resources Officer.~~

2. Members may receive discipline for just cause. It shall be the obligation of the College to establish just cause ~~in order~~ for disciplinary action to take place.
3. Progressive discipline shall be defined as:
  - a. Documented verbal warning,
  - b. Signed written warning,
  - c. Signed final written warning, ~~and/or~~ with/without an unpaid Suspension,
  - d. Termination

**C. Employee Files**

1. The sole official employee file on each bargaining unit member will be maintained by the College's designated office, which is currently the Human Resources Office.
2. A bargaining unit member shall have access to their employee file, by arrangement, during the regular working hours of the Human Resources Office. The full-time bargaining unit member may not remove material from their file except for immediate inspection, and they may not remove the file from the area designated for the review or destroy material from their file. Subsequent to such review, the bargaining unit member shall be provided, at cost and upon request, copies of non-excluded material contained in their file.
3. A Member shall have the right to enter into their employee file a typed or printed statement to respond to or elaborate on any other item in their file.
4. The employee file shall contain information that has been provided by the full-time bargaining unit member to the Human Resources Office on the individual's prior employment, education, training, and official transcript of college work.
5. Copies of the full-time bargaining unit member's contracts with the College shall also be maintained in the employee file.
6. Copies of Faculty Performance Analysis and Review forms shall be maintained in the Human Resources Office, but in a separate, possibly electronic, file from the employee file.



7. If a document was relied upon by the College in developing a full-time bargaining unit member's evaluation, and if a copy of the document is in the possession of the College administration, such copy shall be placed in the full-time bargaining unit member's employee file at the same time as the evaluation, except that written student evaluations or complaints or comments are not required to be placed in the employee file. If the Faculty Performance Analysis is not otherwise dated, it shall be dated at the time it is placed in the employee file.
8. Other than student evaluations or summaries or compilations of such evaluations, no anonymous statements shall be placed in the employee file.
9. Removal of items. Unless prohibited by law, the administration shall, upon written request by a Member, remove the following documents from their employee file: (a) records of grievances filed by the individual, providing one (1) year has elapsed since the filing thereof; (b) records of student grievances filed against the Member providing one (1) year has elapsed since the filing thereof; (c) records that are determined to be inaccurate, untimely, false anonymous and are irrelevant to the operations of the College.

K. Luther  
for the College                      date

Jesse Gipko                                              6-28-2024  
for the Association                      date

## Article IX: Teaching and Learning Conditions

### A. Academic Year

1. The academic year at Belmont College shall consist of 170 days for full time bargaining unit members; ~~and~~ 160 regular instructional days (**academic calendar days**) – unless more days are required by law or for accreditation (in which case the minimum required days will apply.) **and ten (10) non-instructional days (fall and spring forum)**. Each non-instructional day of work requires at least 6.5 hours of work per day. On ~~non-instructional~~ academic calendar days with activities scheduled, bargaining unit members will be expected to work on-site **during the scheduled activity**. **Members who teach more than fifty (50%) of their load on-line** On other non-instructional days, bargaining unit members may work from home **on the one (1) non-instructional no meeting day (#4 below)** if they provide their supervisor with prior notice and subsequent documentation of their work.
2. The academic year at Belmont college shall consist of two (2) semesters, Fall and Spring.
3. There shall be one optional summer session each year.
4. During the 5 non-instructional days before each semester (Fall and Spring, not Summer), bargaining unit members shall have at least one day with no meetings scheduled so they can prepare for the semester.

### B. Teaching Load

1. The teaching load for full time bargaining unit members shall be 15 credit hours or ~~18~~ contact hours per semester.
2. Full time bargaining unit members shall also have the flexibility to schedule their full-time teaching load as 30 credit hours or ~~36~~ contract hours for the Fall/Spring academic year when mutually agreed upon by bargaining unit members and the appropriate administrator.

### C. Credit and Contact Hours ~~– on hold until the college finds the economic impact of changing 18 contact hours to 15 contact hours~~

1. One (1) contact hour shall be defined as follows:
  - a. Fifty (50) minutes of lecture,
  - b. Fifty (50) minutes of laboratory experience,
  - c. 150 minutes of a workshop, or
  - d. Any one **(1) fifty (50) minute** credit hour,
2. Nursing Faculty Lead shall receive one and one fifth (1.2) of a contact hour for every **fifty (50) minutes of a clinical**.
3. Full time bargaining unit members shall receive one (1) credit hour for each four (4)

contact hours of field experience.

4. It shall be the responsibility of the administration to ensure that all full-time bargaining unit members have 15 credit hours per semester or 30 credit hours per contract year.
5. **Full-time MSN nursing faculty members who are faculty of record for BSN nursing faculty members shall be compensated at a rate of two (2) hours per week at their per diem rate.**
6. Non-bargaining (directors and coordinators) employees may teach up to six (6) credit or contact hours or one class/course if the class/course is more than six (6) credit or contact hours, in cases of an emergency- (someone resigns unexpectedly, is terminated, nonrenewed, or unexpected enrollment increase) non-bargaining employees may teach up to nine (9) credit or contact hours while the College continues to look for a replacement.

5-

6-

#### D. Semester Schedule

1. The semester schedule for a bargaining unit member's teaching duties is determined by the designated administrator in consultation with the bargaining unit member and subject to approval by the Vice President of Academics. The best-qualified member, as determined by education, training, experience, and relevant pedagogy shall be offered course assignments on a rotating basis each semester. When each of the above are deemed equal, the bargaining unit member with the most years of seniority shall be offered the assignment. Should that bargaining unit member refuse the assignment, the assignment shall be offered to the next most senior bargaining unit member.
2. Full time bargaining unit member schedules for each department and program shall be finalized two (2) weeks before the beginning of each semester and summer session – subject to subsequent changes based on enrollment -- unless mutually agreed upon by the bargaining unit member and appropriate administrator.

#### E. Faculty Lead

1. Bargaining unit members that are interested in a faculty lead position can apply/interview for the position.
2. Three areas for faculty lead:
  - a. Accounting, Business and Technology, Computers, and Engineering
  - b. Education, Mental Health, Social and Behavioral Sciences
  - c. Liberal Arts, Humanities, and Natural Science Associate of Science and Associate of Arts
  - Nursing, Allied Health, and Radiology

e. EMS/Fire and Safety, and Industrial Trades

3. ~~The faculty lead will receive a \$2500 stipend per year semester and three (3) credit or contact hours (fall and spring) that they serve in the role.~~ First priority for Faculty Lead positions shall be given to full time bargaining unit members according to seniority.

4. Faculty Lead duties shall consist of the following:

- a. ~~Coordinates curriculum review and revision including syllabi revision and textbook adoption according to industry, professional, and accreditation standards.~~
- b. ~~Assists the appropriate administrator with program and course assessment, program and regional accreditation, advisory committee activities, professional meetings, and reports as assigned.~~
- c. ~~a. Assists the appropriate administrator with the identification of adjunct faculty needs, hiring recommendations for adjunct faculty, mentoring of adjuncts, and the evaluation of the teaching effectiveness of adjunct faculty.~~
- d. ~~b. Assists the appropriate administrator with recommendations for teaching assignments for full time and adjunct faculty.~~
- e. ~~c. Originates purchase orders approved by the College and informs the budget process. Keeps inventory of materials and supplies.~~
- f. ~~Keeps abreast of budgetary matters pertaining to the program or department.~~
- g. ~~Recommends the class size maximum based on each course type and room size to the appropriate administrator.~~
- h. ~~Assists in the development of book orders each semester, after consultation with Bargaining unit members teaching course.~~
- i. ~~Assists the appropriate administrator in enrollment management, including the monitoring of section enrollment of the semester schedule.~~
- j. ~~Assists the appropriate administrator in enrollment management, including the monitoring of section enrollment of the semester schedule, preparation of informational brochures and updating of program websites in preparation with the Strategic Communications Department.~~
- k. ~~Coordinates communication with clinical, practicum, externship, or internship sites, as required by the specific program.~~
- l. ~~d. Assists with the advising of students.~~

- m. ~~e.~~ Assists with and/or facilitates regular bargaining unit members department meetings, and orientations of new bargaining unit members.
- n. ~~f.~~ Assists in the set up and tear down of recruitment events and participates in recruitment events.
- o. ~~g.~~ Handles communication with potential students for specific programs.
- p. ~~h.~~ Coordinates program events.
- q. ~~i.~~ Represents specific programs at community events and conferences.
- r. ~~j.~~ Serves as the primary point person for students in specific programs.
  
- s. ~~k.~~ Work does not include supervising, hiring, disciplining, or evaluating full time program or departmental faculty.

**5. In the event a Director or Deans requests a bargaining unit member to perform the former work of a Faculty Lead and the bargaining unit member agrees to perform the duties, the member shall be compensated at a rate of thirty-two (\$32) dollars per hour. All requests must be approved prior to the performance of the requested work (The list of former duties and approval form are included in Appendix )**

#### F. Overload

1. Overload is defined as more than fifteen (15) credit hours or ~~eighteen (18)~~ contact hours in any given semester, including summer session.
2. Overload shall also include all required weekend work performed by full-time bargaining unit members. "Required weekend work" means required teaching of students or required conducting of student office hours on a Saturday, Sunday or College Holiday.
3. Priority for overload will be given to full time bargaining unit members.
4. Any hours worked beyond the regular full-time load must be mutually agreed upon by the full-time bargaining unit member and the appropriate administrator.
5. Overload hours shall be granted to full time bargaining unit members based on seniority and qualifications (which the College may determine in its discretion), on a rotating basis each semester as determined by the Association. **For the purposes of overload only, effective August 2024, each department shall work collaboratively with the College to create a "pick list" where each member shall be placed in order by length of service and qualifications (rank/education). If the parties cannot come to an agreement, the College shall determine the final order of the "pick list". Any**

new hire after the "pick list" is created shall be added to the bottom of the list upon hiring. Overload hours shall be granted to full-time bargaining unit members based on the overload pick list", in a rotating basis, each semester. (Example Fall 24- starts with #1, Spring 25 starts with #2, Fall 25 starts with #3.....). Each member shall be limited to selecting six (6) or one course (whichever is greater) overload hours until a full rotation has been completed. After completion of a full rotation, members may select additional overload hours without limits in the same rotating "pick list" order.

6. ~~Overload hours shall be divided up equally among all interested full-time bargaining unit members in a given each program or department.~~

### G. Summer Session

1. Priority for summer classes shall be given to full time bargaining unit members ahead of adjunct faculty or any other faculty designations.
2. Priority for summer classes shall be given to full time bargaining unit members based on seniority, qualifications and experience based on specialty, on a rotating basis.
3. Course load for summer classes shall be distributed evenly among full time bargaining unit members.
4. Full time bargaining unit members teaching a full-time teaching load during the summer semester shall hold the appropriate amount of office hours based on Section I of this Article.

### H. Independent Study

1. ~~In order~~ **To** qualify for an independent study, students must meet the following requirements:
  - a. The student must be at least a second-year student.
  - b. The student must have a 2.5 GPA or higher.
  - c. The student must need the course ~~in order~~ to graduate.
2. Independent study shall only be granted to students as a last resort.
3. Independent study shall apply to lecture and practicum and seminar courses.
4. Independent study shall not be a part of a full-time bargaining unit member's full-time load.
5. Full time bargaining unit members shall only be required to meet with students enrolled

in an independent study four (4) times per fall and spring semester, and two (2) times in summer semester.

#### I. Office Hours

1. Full time bargaining unit members shall hold one (1) office hour per week for each class they are instructing, with a maximum of ~~six (6)~~ **five (5)** office hours per week. Office hours must be publicly posted.
2. Full time bargaining unit members teaching online courses shall be permitted to hold three (3) office hours online per week. All online teaching and online office hours must be adequately listed on the online portal, listed on the syllabus and communicated to the bargaining unit member's Academic Specialist. If there is any change to online courses or online office hours, the bargaining unit member must notify the student and the appropriate administrator as soon as reasonably possible. If there is any student complaint about whether an online course or online office hours are actually taking place as represented by the bargaining unit member, the online course and/or online office hours (depending on the student complaint) will have to be documented (as reasonably determined by the College) so the College can confirm the online teaching and/or online office hours have ~~office hours have~~ actually taken place. Such documentation shall be submitted to the administrator designated by the College. Any alternate online course hours must be pre-approved by the College.

#### J. Off Campus Teaching Hours

1. Teaching assignments at a location other than the designated home campus shall be made by the designated administrator in collaboration with the full-time bargaining unit member.
2. If a full-time bargaining unit member is required to travel to more than one (1) location in one day, they will be reimbursed for mileage at the IRS rate for their travel to all additional locations.
3. Full time bargaining unit members will be reimbursed for mileage at the IRS rate for all assigned and approved field, practicum, and preceptor visits. Bargaining unit members will only be reimbursed for said mileage to the extent it is in excess of their drive to their regular ("home base") location at the College.

#### K. Evaluations

1. The Dean of Faculty shall evaluate each member two (2) times per their individual employment contract (1, 2, or 3 years). Once at the mid-point of the contract term and again at the end (prior to Spring break in the year of their expected renewal).

2. Each evaluation shall include a self- evaluation, observation, and a post conference. The evaluation form shall be signed by the Dean of Faculty and the member before being included into the member's personnel file.
3. The member may add a rebuttal to evaluation when/if the member feels the evaluation does not accurately reflect their performance.
4. In the event the College determines the evaluation form needs to be adjusted to meet the needs, the parties shall meet for clarification and understanding before rollout to members.

~~5. unit members and equal parts administrators shall collaborate to produce evaluation procedures for bargaining unit members. The Association President shall appoint bargaining unit members to the committee. The College's Human Resources Department will coordinate the process — including setting the number total committee members, the number of meetings and when the meetings will be scheduled. If the committee is split 50-50 on any particular issue, the College will determine resolution of such issue(s), in its discretion.~~

~~6. The Association and Belmont College shall form a committee to establish evaluation procedures within one (1) year of the final collective bargaining agreement being ratified by the Association and the Board, unless the 1-year period is extended by mutual agreement of the parties.~~

#### L. Instructional Support

1. The College shall provide necessary resources for instructional support. Instructional support for full time bargaining unit members includes, but ~~is~~ not limited to, classroom access, office space, textbooks, instructional equipment, supplies and materials, software applications, audio-visual equipment and technological support such as guidance on software applications, fixing computer problems, assistance converting curricula to the web, and similar such support. If a bargaining unit member and the College cannot agree on what is "necessary" after good faith consultation, the College shall determine what is "necessary" at its discretion — in light of budgetary/financial needs and the best use of the College's resources.
2. Full time bargaining unit members shall confer with academic administrators on necessary support for the delivery of their assigned course sections and the academic administrators will provide such necessary support, contingent upon budgetary limitations and competing priorities. If a bargaining unit member and the College cannot agree on what is "necessary" after good faith consultation, the College shall determine what is "necessary" at its discretion ~~what is "necessary" at its discretion~~ — in light of budgetary/financial needs and the best use of the College's resources.
3. If events occur that prevent a full-time bargaining unit member from conducting a class, they shall contact the appropriate administrator who will determine resolution.



4. The room assignment for a land-based course will be **scheduled** in the course's department building whenever practicable. It is recognized that relevant factors for course room assignment include, among others, enrollment in individual sections, available capacity, technology, and accessibility for students. Ultimately, room assignment is determined at the College's discretion.

**M. Intellectual Property Rights**

All ideas, inventions, discoveries, concepts, trademarks, materials and other developments or improvements done in the scope of a bargaining unit member's employment with the College, whether alone or in conjunction with others, and any works or recordings done in the scope of a bargaining unit member's employment with the College in which such material is incorporated will be deemed the joint, exclusive property of the College and the bargaining unit member for all purposes. Bargaining unit members irrevocably grant/assign all such rights therein jointly to them and to the College. Bargaining-unit members agree to make prompt written disclosure to and to grant/assign to the College and their all joint right, title, and interest in and to any ideas, inventions, original works of authorship (published or not), developments, improvements, or trade secrets that bargaining-unit member may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice in the scope of a bargaining unit member's employment with the College. As joint, exclusive property of the College and the bargaining unit member, neither the College nor the bargaining unit member may sell, license or assign said intellectual property except (a) with mutual consent or (b) for purposes of the bargaining unit member's activities for the College. Nevertheless, the bargaining unit member may use said intellectual property for teaching purposes – except teaching purposes within 50 miles of any of the College's facilities, within 2 years of the intellectual property's creation. (Therefore, the bargaining unit member may immediately use said intellectual property beyond 50 miles of any of the College's facilities and may use said intellectual property within 50 miles of the College's facilities' more than 2 years after its creation.)

**N. Professional Meetings, Conferences, and Workshops**

1. The College will establish the amount of funds to be appropriated for the use of bargaining unit members to attend professional meetings, conferences, and workshops, which shall not exceed **\$25000** annually for any bargaining unit member. The amount of funds will be disclosed at the beginning of each academic year to the Union.
2. Requests shall be submitted to the designated administrator for approval in a timely manner and shall be considered for approval on a first-come, first-served basis.
3. The designated administrator shall approve the specific amount appropriated to be reimbursed on the employees' return to work, in accordance with the College's standard requirements for documentation of expenses.
4. All travel, both in-state and out-of-state must be approved prior to the actual commencement of travel. Reimbursable expenses include: plane fare, mileage, meals

lodging expenses and registration fees  
Jan Lyta 11-22-24  
for the College                      date

KLutcher                      8-8-24  
\_\_\_\_\_ for the Association  
date

**Article X: Shared Governance- TA**

1. Advisory Role of Bargaining Unit Members

- a) The College acknowledges the bargaining unit member's advisory responsibility for fundamental academic matters, including, but not limited to, admission, graduation requirements, curriculum, subject matter and methods of instructions, research, coordination, and those aspects of student life which relate to the educational process.
- b) The College recognizes that the bargaining unit members ~~has~~ **have** a direct interest in College issues including, but not limited to, long- and short-range planning, priorities in the deployment of financial resources, acquisition of existing physical and human resources, institutional self-study and marketing, public relations, and recruiting activities. The College will work to partner with the bargaining unit members in the participation of various teams, in an attempt to include a variety of individuals. Conversely, the bargaining unit members will be attentive, when asked for feedback by a team they are on, with timely responses.
- c) There will be an open door policy for attending meetings.

2. President's Staff Meetings

The Association President or their appointee shall sit in on and be invited to the President's Staff Team Meeting once per month. President's Staff Meetings are generally weekly, but the Association President or their appointee shall only be invited to and attend one President's Staff Meeting per month – unless the College President, in his discretion, invites the Association President or their appointee to additional President's Staff Meetings. During a President's Staff Meeting, the College President and his Staff have the right to confer without the Association President or their appointee present.

3. Association-Management Meetings

Association-Management meetings will be held to address issues and items of interest at the College in a non-punitive manner with a goal of resolution. There shall be a minimum of four (4) meetings per calendar year – one (1) during Fall Forum, one (1) in November, one (1) during Spring Forum, and one (1) in March. The Association President and the College President shall be welcomed to attend any meeting.

K. Luther                      7-11-24  
for the College                      date

Jesse Gipko                      7-19-2024  
for the Association                      date

## ARTICLE XI: PAID LEAVES

### **A. Holidays**

1. The following holidays shall be paid holidays for full time bargaining unit members:
  - a. Martin Luther King Jr. Day OR President's Day (alternating each year in accordance with the College's schedule)
  - b. Spring Break
  - c. Memorial Day
  - d. **Juneteenth**
  - e. Independence Day
  - f. Labor Day
  - g. Veterans' Day
  - h. Thanksgiving
  - i. Day after Thanksgiving
  - j. Winter Break, New Year's Day
2. When the regular holiday falls on Saturday, the preceding Friday shall be considered the College holiday. When the regular holiday falls on Sunday, the next Monday shall be considered the College holiday.
3. Potential changes to the College's schedule shall be shared with the Association at least 30 days before the start of the pertinent semester, barring any unforeseen circumstances.
4. Receiving holiday pay:
  - a. To receive holiday pay, bargaining unit members must be in an active pay status on the regularly scheduled workday.
  - b. Bargaining unit members do not receive holiday pay during an unpaid leave of absence.
  - c. If a holiday does not fall within a bargaining unit member's regular work week, they will not be paid for the holiday.

5. Payment for holidays:
  - a. Holiday pay is not to be considered hours worked in the computation of overtime.
  - b. Holidays that fall within the bargaining unit member's regular work week will be paid at the number of hours normally worked for that day.

**B. Personal Leave**

1. Each full-time bargaining unit member shall be awarded 32 hours of personal leave per fiscal year that cannot be carried over into the next year. New full-time bargaining unit members will be awarded personal leave hours pro-rated from the start date thru the end of the fiscal year (June 30<sup>th</sup>). Personal leave may be taken in minimum increments of one hour (unless otherwise required or permitted by the FMLA). Personal leave balances are not paid to bargaining unit members at the time of resignation or retirement.
2. Full time bargaining unit members shall notify the appropriate administrator with as much notice as reasonably possible, with the understanding that personal leave may be used for unpredicted emergencies.

**C. Sick Leave- by the hour**

1. Each full-time bargaining unit member of Belmont College shall earn sick leave credit at the rate of 5.23 hours for each pay period of full-time active pay status, to a maximum of 136 hours or 17 days per fiscal year (pro-rated for less than full-time.) Full-time bargaining unit members may accumulate sick leave to a maximum of 1440 hours or 180 days (pro-rated for less than full-time.)
2. Sick leave shall be granted to each full-time bargaining unit member when absences are made necessary by:
  - a. Personal illness, injury, or exposure to a contagious disease, which would be communicated to others.
  - b. Illness, injury, or exposure to a contagious disease of a member of the bargaining unit member's immediate family who needs the attendance and care of the bargaining unit member. The immediate family consists of spouse, child, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law,

daughter-in-law, legal guardian of the bargaining unit member, or any individual living in the same household as the bargaining unit member.

c. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, or childbirth, and recovery, are considered temporary disabilities and are treated as sick leave.

d. Wellness visits and appointments with health care professionals.

e. Any FMLA-qualifying leave.

3. If illness or disability continues past the time covered by earned sick leave, and provisions of the Family Medical Leave Act, the bargaining unit member may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year.

4. Deductions for sick leave used shall be made pursuant to the College's published sick leave guidelines for faculty in effect at the time the parties reached a tentative agreement on this current CBA.

a. Sick leave deductions will only be made for days when bargaining unit members are assigned classes, office hours, or professional activities. Deducted amounts of sick time will vary and be based on the work assignment(s) missed by the bargaining unit member. **Sick leave will be taken in hour increments based on daily scheduling including class time, office hours, and professional activities.** ~~If the entire work assignment is missed, then eight hours of sick leave will be deducted. If one-half or one-fourth of the entire work assignment for the day is missed, then four hours (1/2 day) or two hours (1/4 day) of sick leave will be deducted; deductions are proportional to the assignment.~~ Deducted amounts of sick time shall consist of the class time, office hours and professional activities that a full time bargaining unit member misses in a given day(s). The minimum deduction will be one hour, unless otherwise required by FMLA.

b. Sick leave is paid only for working days. Bargaining unit members on a holiday are not charged if they are ill at that time.

5. Sick leave balances are not paid to bargaining unit members at the time of their resignation or involuntary termination. A portion

of sick leave balances are paid at retirement per the following calculation: 25% of the sick leave balance up to a maximum of 30 days.

6. Transfer of sick leave must be from a State of Ohio agency or educational institution and will be accepted up to a maximum of 30 days.
7. Transfer of a former bargaining unit member's sick leave balance to a new state employer will be according to that employer's policy and procedures.
8. To request sick leave, the full-time bargaining unit member shall notify the appropriate administrator and enter it into the appropriate online system.

**D. Parental Leave**

1. In the event of the birth of a child or a new adoption, bargaining unit members shall be eligible for unpaid leave pursuant to the Family Medical Leave Act. During parental leave, if a bargaining unit member has accrued paid leave, their accrued paid leave will be utilized so the parental leave will be paid (unless and until all accrued, paid leave is exhausted.)

**E. Family Medical Leave Act**

1. The College shall follow federal law concerning FMLA.

**F. Jury Duty**

1. When a full time bargaining unit member is summoned or subpoenaed for court service as defined in this policy, they will immediately submit a copy of summons or subpoena to their supervisor and Human Resources.
2. The bargaining unit member will not have the time away from work charged against personal, or sick leave and will not lose pay due to this absence.
3. An employee excused or discharged from court service before the end of the employee's normal workday shall report to their supervisor as soon as possible after being excused or discharged.
4. Employees appearing as a plaintiff, defendant or for non-subpoenaed court appearance will not receive paid time off. Full-time bargaining unit members may use personal leave for these instances.

### G. Bereavement Leave

1. In the event of a death in the immediate family of a full time bargaining unit member, bereavement leave will be granted as follows:

a. Up to three days paid leave is allowed per occurrence in the event of the death of an immediate family member. If additional leave is necessary, see your supervisor or Human Resources to discuss using other accrued leave time.

Bargaining unit members must provide reasonably acceptable proof of need for bereavement leave (e.g., obituary) – but only if the College requests reasonably acceptable proof after being unable to find such reasonably acceptable proof itself.

b. The days are to be taken consecutively within a reasonable time of the death or day of the funeral, and may not be postponed.

c. Immediate family means spouse (including same-sex spouse), child, children-in-law, parents, grandchildren, grandparents, spouse's parents, siblings, siblings-in-law, legal guardian, guardian. Immediate family also includes a significant other who is a permanent member of the household.

2. An employee will notify their supervisor as soon as possible of the need to take bereavement leave. Bereavement leave due to a death not in the bargaining unit member's immediate family may be taken as personal leave.

### H. Military Leave

1. Employees who are members of the Ohio National Guard or a member of a reserve component of the armed forces are eligible for military leave pursuant to the federal and Ohio Uniformed Services Employment and Reemployment Rights Act (USERRA).

2. Staff requiring a military leave of absence must provide their supervisors with a copy of the military order as soon as possible.

3. Any employee, who is a member of a United States armed forces reserve component and is called into active military duty, whether voluntary or involuntary, shall be granted a leave of absence consistent with USERRA.



4. Any employee who leaves the employ of Belmont College for the purpose of entering extended compulsory active duty in the armed services of the United States is eligible for re-employment under the provisions of USERRA.

**I. Leaves of Absence**

1. To request a leave of absence a full time bargaining unit member will:
  - a. Submit a request to the immediate supervisor specifying the reason and the period of time requested.
  - b. The supervisor will make a recommendation.
  - c. The College will notify the bargaining unit member of its decision.
2. During any such leave, unless required by FMLA or USERRA, the bargaining unit member will:
  - a. not accumulate leave
  - b. be entitled to fringe benefits.
3. The bargaining unit member may retain health insurance through COBRA by arranging for payment of the full cost of the monthly premium.
4. Upon return to service by the bargaining unit member at the expiration of a leave of absence, they shall resume employment, not necessarily the same position, which they held prior to such leave.
5. Failure to return to work as scheduled from an approved absence will be considered voluntary resignation of employment.

**J. Assault Leave**

1. Leave for Member absences resulting from a physical assault that has occurred while they are performing their job duties shall be governed by workers' compensation and/or FMLA.

**K. Nursing Clinicals and Labs**

1. Beginning on the date this CBA is fully-ratified by both sides, the College and the Association will have 1-year to meet and attempt to resolve issues relating to nursing clinicals and labs falling on holidays and personal days. The committee will consist of 6

members – 3 selected by the Association and 3 selected by the College. If the committee cannot reach agreement on any particular issue, resolution of such issue(s) will revert to the language in this Agreement. Regardless of anything else in this Agreement, the College will follow the Ohio Board of Nursing's Guidelines.

*KLuther*                      7-11-24  
for the College                      date

Jesse Gipko                      7-19-2024  
for the Association                      date

Tentative Agreement

11/22/24

**Hiring Only effective 8/1/24 and moving forward- all current Ranks will remain the same.**

**Calculation of Rank:**

Teaching years + Working Experience years + Degree = Rank

(Degree: BA= 4, MA= 7, Doc= 10)

\*Working experience has to be related to the course/department of instruction.

**Hiring Rank scale:**

- Instructor 0-9
- Assistant 10-19
- Associate 20-29
- Professor 30+

**Minimum Salary****Maximum**

- |                       |        |
|-----------------------|--------|
| ● Instructor \$40,000 | 48,500 |
| ● Assistant \$44,000  | 52,500 |
| ● Associate \$48,000  | 56,500 |
| ● Professor \$52,000  | 60,500 |

- Regardless of Hiring Score, a new hire without teaching experience, cannot be offered a position hired higher than Assistant. After each one (1) year of successful teaching, the College may promote the member to the next highest rank so long as the combined experience qualifies them for a higher rank.
- Maximum salary that can be offered will be limited to 10% higher than the next highest rank minimum salary.

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- When needed, the College will meet and confer with the union leadership to reach mutual agreement regarding hiring a member outside of the ranges outlined above.

**Promotion**

When offered a three year contract, the member will be promoted to the next highest rank.

The parties shall form a joint committee to work collaboratively to develop an evaluation system for the use of promotion in succeeding agreement (2024-2027). Union members will be assigned to the committee by the Union President.

Wage increase for promotion shall be the greater of 5% or the next rank's minimum salary.

**Wage increases for Bargaining Unit**

Each bargaining unit member will receive a 3% increase on their base wage each year of the agreement. Current practice on adding stipends to wages after wage increases.

Members making over 25% of the maximum pay range with the combination of their wage and stipends will not be eligible for base wage increases for the life of this agreement.


No stipends/bonuses/additional compensation of any kind shall be given to bargaining unit members not listed in the contract without negotiations with the union.

**Ratification Bonus**

Upon ratification, the members shall receive a five hundred (\$500) dollar one time lump sum payment. If the ratification vote fails the ratification bonus will be withdrawn from the tentative agreement.

**Notification to Union**

The College will provide to the Union President a copy of every offer letter/contract, including all levels of compensation (including any other types of compensation) made to new hires.

*bargaining unit members* 

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Tentative Agreement

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Jan Lyle 11-22-24 Phutner  
For the College                      date                      For the Association                      date