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STATE EMPLOYMENT
RELATIONS BOARD

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EASTERN GATEWAY COMMUNITY COLLEGE
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AND

EASTERN GATEWAY COMMUNITY COLLEGE EDUCATION
ASSOCIATION SUPPORT STAFF

COLLECTIVE BARGAINING AGREEMENT

Effective

July 1, 2010 through June 30, 2013

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ARTICLE I - RECOGNITION

The Eastern Gateway Community College Board of Trustees (hereinafter "the College" or "Employer") hereby recognizes the Eastern Gateway Community College Education Association, OEA/NEA (hereinafter "the Association" or "Union") as the sole and exclusive bargaining representative of the employees of the College in the following bargaining unit:

All full-time, non-contract employees including secretarial, clerical/accounting, maintenance, technical support. Specifically excluded from the bargaining unit are all supervisors, managerial employees, and confidential employees, the executive secretary/assistant to the Vice President for Student Affairs, Research and Institutional Development; the executive secretary/assistant to the Vice President of Business Services; the executive secretary/assistant to the Vice President for Administrative Services; and secretary/assistant to the Dean of Health and Biological Sciences faculty; the secretary/assistant to the Dean of Humanities and Social Sciences faculty; the secretary/assistant to the Dean of Information and Engineering Technologies faculty; the secretary/assistant to the Dean of Business, Computers and Office Information Technology faculty; the secretary/assistant to the Dean of Enrollment Management and Student Information faculty; and contract employees. The College recognizes that Association representation will include any newly created full-time, non-contract position which is governed by the above-given definition of the bargaining unit.

ARTICLE II - DEFINITIONS

Except as otherwise indicated in this Agreement:

"ASSOCIATION" means the stated exclusive bargaining representative of bargaining unit members in the recognition clause of this Agreement.

"BARGAINING UNIT MEMBER" means a member of the bargaining unit as defined in the Recognition Clause of this Agreement.

"BOARD" means the Board of Trustees of the Eastern Gateway Community College that is party to this Agreement; also known as the Eastern Gateway Community College Board of Trustees.

"DAYS" means calendar days.

"EMPLOYEE" means a person who is a member of the bargaining unit as defined in the Recognition Clause of this Agreement.

"EMPLOYER" means the same as Board, or College.

"FISCAL YEAR" means July 1 through June 30.

"JCC" means Jefferson County Campus.

“MTC” means Mahoning, Trumbull, and Columbiana County. “NEA” means the National Education Association.

“OEA” means the Ohio Education Association.

“REGISTERED MAIL/RECEIPT” means certified mail, return receipt requested to person’s last known address as filed by the employee with the Vice President of Administrative Services. This will constitute official notification.

“SERB” means the State Employment Relations Board.

“SENIORITY” means the uninterrupted length of full-time service by a regular full-time employee with the College as computed from the most recent date of hire. Seniority shall accrue for all time spent on active pay status (e.g. sick leave, personal leave, or any other paid leave). Seniority shall not accrue, but it shall be retained at the level accrued prior to any unpaid leave of absence, layoff, or period of time when receiving Workers’ Compensation benefits.

“SUPERVISOR” shall be defined in accordance with ORC 4117.01(F).

“VACANCY” shall be defined as any newly created non contract position or other non contract bargaining unit position left unfilled as a result of retirement, resignation, death, termination, promotion outside of the bargaining unit or reassignment outside of the bargaining unit.

ARTICLE III - PROCEDURAL AGREEMENT FOR CONDUCTING NEGOTIATIONS

Negotiations for a successor agreement shall proceed in accordance with ORC 4117, except as otherwise provided below.

A. Initiating Negotiations

If either of the parties desires to commence bargaining on a successor agreement, it shall notify the other party, in writing, at least ninety (90) calendar days, but no more than one hundred twenty (120) calendar days prior to the expiration of the current agreement. Notification in writing from the Association shall be served on the College President, and from the College shall be served on the President of the Association. The written request shall be a Notice to Negotiate as prescribed by SERB.

B. Negotiations Meetings

Unless the parties mutually agree to an alternative method of collective bargaining, negotiations shall proceed as follows:

1. The first negotiation session shall be held within fifteen (15) calendar days of the date the initial request of intent to bargain was received.
2. The first item of business will be exchanging by both parties of negotiation proposals, written and in language suitable for inclusion in any final agreement.

These initial negotiation proposals shall clearly note what current contract language has been modified or deleted and what new language has been added. Initial negotiations proposals shall enumerate articles the same way as in the current contract; shall leave an article out of the proposal package if there are no changes; additions or deletions to it; shall place all new articles at the end of the proposal package, and shall preserve the enumeration of the provisions/sections within an article, as much as feasible. Topical listings by either party of items proposed for negotiations (i.e. "laundry lists") shall constitute a clear failure of compliance and may be disregarded. Once the parties have exchanged their fully written proposals, no new proposals may be introduced for consideration during the course of negotiations without the mutual consent of the parties. All tentative agreements reached by the parties shall be initialed by both parties. Once a tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.

3. All subsequent negotiation sessions shall be scheduled by the negotiations teams. Either party may request to know the time and place of the next negotiation session prior to the adjourning the session that is in progress. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties in writing.

C. Negotiation Time Limits

1. Either party may call for a recess of the negotiation session to permit the requesting party to caucus. Caucus shall be of reasonable length.
2. When negotiations are conducted on College work days, the Union's negotiating team shall be excused from work duties at 2:30 p.m. Negotiations for said work days shall continue until 8:30 p.m., with a dinner break, the starting and ending time of which will be mutually agreed upon by the parties.
3. Items under negotiation must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the disagreement procedure outlined in this document shall be implemented.
4. Any time limits established under this Article may be modified by mutual agreement of both parties.
5. "Days" shall mean calendar days unless specified otherwise.

D. Representation

1. Each team shall limit its representation to not more than seven (7) members unless otherwise agreed upon at the first meeting. Each team shall designate one (1) chief spokesperson who shall make verbal response for team members and be

responsible for signing any tentative agreements. Signed, tentative agreements shall not be changed except by mutual agreement by both parties.

2. Either party may call upon outside consultants at the expense of the requesting party. Such outside consultants may be used in the negotiating meeting or for the purpose of providing information pertinent to negotiations. The cost of such consultant shall be borne by the party requesting their services. The utilization of consultants shall not affect the total number of representatives as stated in D. 1 above.

E. While Negotiations are in Progress

1. During any phase of negotiations, through mediation, there will be no public releases of information to the media or public unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the release through signature prior to its dissemination.
2. Both parties may issue progress reports to their respective members so as to keep their members informed with respect to the progress of negotiations.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the public or media until the conclusion of mediation.

F. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. The Association shall vote upon the final Agreement within seven (7) calendar days of submission. The Association President shall orally advise the College President of the action taken to be immediately thereafter followed by notification in writing to the Board of Trustees by the Association. Following ratification by the Association, the agreement shall be submitted to the Board of Trustees. The Board of Trustees shall take action upon the final Agreement within seven (7) calendar days after receipt of the Association's written notification and shall orally advise the Association President of such action, to be immediately thereafter followed by notification in writing to the Association President by the Board of Trustees. Upon official adoption by the Board of Trustees, the Agreement shall be signed by both parties. The two chief negotiators shall then make nonsubstantive organizational changes to the contract prior to its final printing. The Association and the College shall split the cost (50/50) of printing the contract.

G. Disagreement

1. If after the forty-five (45) days after the initial bargaining session, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the issues of disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests the services of a mediator, the other party will join in the written request.
2. The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).

If after thirty (30) days from the initial meeting with the mediator, the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The Association shall have the right to strike granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

ARTICLE IV - GRIEVANCE/ARBITRATION PROCEDURE

A. Philosophy and Purpose

The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.

Every effort should be made to resolve the issue when it arises on an informal basis rather than enter into formal proceedings.

This procedure will be available to all unit employees with the guarantee that no reprisals of any kind will be taken against any employee initiating or participating in the grievance procedure. Any reprisals would also be subject to the grievance procedure.

B. Definitions

A GRIEVANCE shall be defined as a formal charge or claim by a bargaining unit member or by the union alleging that there has been a violation, misapplication of, or a failure to comply with a provision of this Agreement.

A GRIEVANT shall mean any unit employee or the Association expressing a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of each group.

RESPONDENT shall mean the Eastern Gateway Community College Board of Trustees.

WORKING DAYS shall mean days when the College offices are open and conducting College business. Working days exclude holidays, weekends and those days the College is closed due to the weather, calamity, or other official reasons as determined by the College.

C. Procedure

It is important that the grievance be processed as quickly as possible at each administrative level, so as to render a decision to the grievant as soon as possible. The number of days indicated herein, should be considered maximum. Time limits specified may be extended by mutual agreement of all parties involved.

D. Grievance Initiation (Step 1)

The grievant who wishes to file a formal grievance shall submit a completed copy of the Grievance Report Form, to his or her immediate supervisor within thirty (30) working days of the act or occurrence giving rise to the grievance. The form shall be complete and contain a concise statement of the grievance and must cite specific sections of this Agreement being grieved.

The Supervisor or designee shall then meet with the grievant in order to reach a decision within eight (8) working days of receipt of the grievance. The decision and rationale for the decision shall be in writing within eight (8) working days after such meeting. Copies shall be provided to the grievant, Association President, and the Vice President for Administrative Services.

E. Division Administrator (Step 2)

If the grievance is not resolved at this point, the grievant or the respondent may submit to the Division Administrator, a completed copy of the Grievance Report Form within ten (10) working days after the supervisor renders his/her decision.

The Division Administrator or designee shall then meet with the grievant in order to reach a decision within ten (10) working days of receipt of the matter to the grievant's Division Administrator. The decision and rationale for the decision shall be in writing within ten (10) working days after such meeting. Copies shall be provided to the grievant, Association President, and the Vice President for Administrative Services.

F. Presidential Review (Step 3)

If the grievance is not resolved at this point, the grievant or respondent may submit to the President or his designee, a completed copy of the Grievance Report Form within ten (10) working days after the Division Administrator renders his/her decision.

If requested, the President or his designee shall meet within ten (10) working days after the receipt of the Grievance Report Form from the grievant or the respondent. The grievant and respondent are entitled to have representatives present at the hearing. Upon completion of the meeting(s) the President shall notify the grievant in writing of the decision and the rationale for the decision within ten (10) working days from the date the meeting is concluded. Copies of the decision and the rationale for the decision shall be sent to the grievant, Association President, and the Vice President for Administrative Services.

G. Binding Arbitration (Step 4)

If the grievance is not resolved by the President, the grievant upon approval of the Union may submit to the chairperson of the Board of Trustees a completed copy of the Grievance Report Form within ten (10) working days of the receipt of the written response by the President, and may request an outside arbitrator.

The arbitrator shall be requested by the grievant within twenty (20) additional working days pursuant to the Voluntary Rules of the American Arbitration Association. The AAA will submit a list of names from which an arbitrator will be selected.

The fees and expenses of arbitration shall be borne equally by the College and grievant for the first three arbitrations held in a calendar year. Thereafter, the party who does not prevail in its position taken on the issue(s), as determined by the arbitrator, shall pay for all fees and expenses for any additional arbitrations in the same calendar year.

The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days unless the parties agree otherwise. The arbitrator's decision shall be final and binding upon the parties. Arbitration shall be limited to one grievance at any one time, and the arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement.

H. General Provisions

All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

A grievance may be withdrawn at any level by the grievant without prejudice. Time limits indicated in this grievance procedure are maximum limits only. Every effort shall be made to resolve the grievance at the earliest possible date. However, any grievance not timely presented for disposition at any step herein shall not thereafter be considered a grievance under this Agreement and shall be deemed settled pursuant to the last response of the College and further appeal shall be waived and barred. Failure on the part of the College to timely respond to a grievance at any step shall cause such grievance to proceed to the next step.

Within the above time frames, the parties may agree to hold additional meetings.

If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties. The grievant must be present at each and every step herein, and the Association has the right to be present at each and every step.

The grievant, upon his/her request, shall be entitled to Union representation at any meeting of the grievance procedure. During the term of this Agreement, no organization other than the Union shall be permitted to represent any bargaining unit member in the grievance process.

All notices of hearings, and disposition of grievances shall be first hand delivered, with date of receipt recorded thereon, or if hand delivery is not appropriate, mailed by registered letter to the grievant's last known mailing address. It is the responsibility of the grievant to keep the College informed as to current mailing address.

Hearings at all internal steps of the grievance procedure shall be conducted at a mutually agreeable time and place.

Grievance forms included in Appendix A.

ARTICLE V - MANAGEMENT RIGHTS

Except as limited by this Agreement, the College retains all rights, powers, duties, and authority granted to it by law, and is vested exclusively with rights of management as defined in Revised Code Section 4117.08(C.), including but not 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 service, its overall budget, utilization or technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees, including hiring auxiliary employees or special contract employees;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College as a unit of the Public Higher Education System of the State of Ohio;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a member of the Public Higher Education System of Ohio.

Eastern Gateway Community College Board of Trustees is not required to bargain on subjects reserved to the management and direction of the College except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement pursuant to O.R.C. 4117.08(C.).

ARTICLE VI - ASSOCIATION RIGHTS

A. Use of College Facilities

Authorized representatives of the Association may use the facilities of the College to transact official Association business or for membership or other meetings during the College day, provided that such activities or use do not interfere with classroom instruction, the responsibilities of bargaining unit and staff members, nor interrupt other operations of the College. The use of the College's facilities by the Association must be arranged through the office of the Vice President of Administrative Services of the College. Such use will be at no cost to the Association and such use will not be denied in an arbitrary or capricious manner. However, the Association shall compensate the College for any additional custodial costs incurred as a result of such use.

B. Use of Internal Communications System

1. The College shall permit the Association to use the internal mail system (unit member mailboxes) or the internal communications system (employee lounge bulletin board or electronic mail), and such use shall be for the following Association business:

- a. Notices of Association meetings;
- b. Notices of Association elections;
- c. Notices of appointments to Association offices;
- d. Notices of Association social, education, or recreational affairs;
- e. Other Association materials.

The expense of duplication material shall be borne by the Association at the cost charged to other employees of the College. Cost will be adjusted on the anniversary date of the contract.

2. The College may refuse to permit the Association use of the mail system or other internal communications system (for a particular item) if such use is for offensive or inflammatory purposes or if such use would otherwise violate any of the provisions of this section. In such cases, the Association President shall be advised in writing of such refusal.

C. Personnel Directory

The Administration will provide all unit members with a unit members directory by October 15. Amendments to the personnel directory, if any, will be provided to all unit members.

D. Board of Trustees

1. Meeting Notice and Tentative Agenda - The President of the Association will be given notice and supplied with a tentative agenda of all regular meetings at least six (6) working days in advance. In the case of special meetings, written notice shall be given at least three (3) days prior to the date of said meeting. The Board Chairman reserves the right to delete from or add to the tentative agenda items.
2. Association Participation - The Association may arrange to be placed on the tentative agenda by submitting to the President a written request three (3) days in advance of a regular meeting and two (2) days in advance of a special meeting. Such request must indicate the item(s) to be discussed. Association participation during the meeting shall be governed by the bylaws of the Board of Trustees.
3. Minutes and Other Public Documents - The President of the Association will be supplied with approved minutes of all Board meetings, with the exception of non-unit salary information, which will continue to be available through the President's office upon written request.

E. Campus Visitations

Upon notice to the Vice President of Administrative Services by a representative or representatives of the Ohio Education Association, official business with Association members on College premises may be transacted during normal business hours provided that such business does not interfere with classroom instruction or with the responsibilities of affected bargaining unit members or other staff.

F. Association Presidential Duties

In the event the Association President is a member of the support staff bargaining unit defined in Article I - Recognition, he/she shall receive three (3) hours release time per week for conducting Association business.

G. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Eastern Gateway Community College Support Staff Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Union's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about the September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

3. Schedule of the Amount of Fair Share Fee

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin no earlier than January 15, except that no fair share fee deductions be made for newly-employed bargaining unit members until their second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

b. Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Union represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

- H. The Association on behalf of itself and the OEA and NEA agrees to defend, indemnify and hold harmless the Board and the Treasurer and any Board employees who are administering the "fair share fee" for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim or action filed against the employer or its employees who are administering the "fair share fee" by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board and Treasurer or the Board's employees who are administering the "fair share fee" on the matters pertaining to indemnification;
3. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, permit the Association or its affiliate to intervene as a party if it so desires, and/or not oppose the Association or its affiliates application to file briefs amicus curiae in the action; and
4. The Board acted in good faith in an effort to comply with the "fair share fee" provision of the Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such "fair share fee" provided herein.

ARTICLE VII - PAYROLL DEDUCTION/OPTION

- A. The College agrees to deduct from the pay of Association members covered by this Agreement the periodic dues of the Association upon receipt from the Association by the Treasurer of an individually written and signed deduction authorization executed by the Association member for that express purpose.
- B. The deduction shall continue automatically and shall be irrevocable for periods of one (1) year, and shall be on a continuing basis from year to year unless a request for withdrawal by the Association member for that express purpose is submitted in writing to the Treasurer with a copy to the Association President. Withdrawal of authorization may occur during a period of fifteen (15) working days each year ending August 15, provided that notifications of withdrawal are submitted to the Union and College Treasurer during such fifteen (15) working day period, and the obligation of the College to deduct shall cease immediately upon receipt of the written notice of revocation of authorization from the Association member.
- C. Such authorized deductions shall be made in equal amounts from the pay of Association members in twenty (20) equal installments, beginning with the fifth pay check after August 1st. The College shall transmit the pay deductions to the Association Treasurer on a monthly basis.
- D. The enrollment period for such deduction shall be from August 15th to September 15th of each year.
- E. The balance of the authorized annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment.

- F. 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 these provisions, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

The College retains the right to employ, at its own cost, legal counsel of its choice to intervene in any action containing a claim related to or arising out of these provisions. Said counsel shall cooperate in a professional manner with legal counsel for the Association and counsel for the Association shall provide copies of all pleadings, notices, and orders filed in connection with said legal action.

- G. Other deductions from the pay of unit members may be made upon receipt of a written, signed authorization for the following:

1. Credit Union
2. Tax Sheltered Annuities
3. EPAC Deductions, pursuant to ORC 3599.031
4. Supplemental Life Insurance
5. Ohio Public Employees Deferred Compensation

- H. Payroll Option

The College will provide employees the option of direct deposit during the term of the collective bargaining agreement.

- I. Pay Periods

All bargaining unit members are paid bi-weekly. Paydays are according to a schedule published by the payroll department once a year.

ARTICLE VIII - PERSONNEL FILES

- A. There will be established and maintained one (1) official personnel file on bargaining unit members. This file will be maintained in the Office of Administrative Services.
- B. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative upon request to the Vice President for Administrative Services or his/her designee. The review of such personnel file shall be in the presence of the Vice President for Administrative Services or his/her designee. Neither the file nor any part thereof shall be removed from the College's offices.
- C. Bargaining unit members shall be informed of any complaint by a student or member of the public which is directed toward them and which will be placed in their personnel file.

The student or member of the public who has lodged the complaint shall be identified for the bargaining unit member and no anonymous allegations, in any form, shall be placed in their personnel file.

- D. Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record.
- E. Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information in writing contained in the file.
- F. Each member of the bargaining unit shall have the right to request in writing that such disputed materials be removed from the file. Such request shall specifically identify the material objected to and provide a detailed basis and rationale for the dispute. When such a challenge is made, a reasonable investigation of the disputed information will be conducted by the President or his/her designated representative(s). Any information which cannot be verified or is found to be inaccurate by the College or an arbitrator will be deleted.
- G. Should it be determined that the disputed information should not be removed by the College or an arbitrator, the disputant will be permitted to include in the file a brief written statement of his/her position and a notation that the disputant protests that the disputed information contained in his/her file is inaccurate, irrelevant, outdated, or incomplete.
- H. A bargaining unit member may be charged actual cost for any copies of materials placed in or requested from his/her personnel file.

ARTICLE IX - WORKDAY/WORKWEEK

A. Workday and Workweek

The regular workday schedule shall consist of seven and one-half (7 1/2) hours. The standard workweek shall consist of thirty-seven and one-half (37 1/2) hours for all full-time bargaining unit members.

Hours of work, shift schedules and lunch periods shall be arranged by respective supervisors. Any personnel hours can be authorized by their supervisors to meet specific needs.

1. 7:30 A.M. to 12:00 Noon
1:00 P.M. to 4:00 P.M.
2. 8:00 A.M. to 12:00 Noon
1:00 P.M. to 4:30 P.M.
3. For Maintenance personnel, hours of work, shift schedules, and lunch periods shall be arranged by their respective supervisors. There shall be a shift differential

of .30 more per hour for afternoon turn (3-11) and .30 more per hour for midnight turn (11-7).

The daily starting time for each employee shall be established by the immediate supervisor. The normal lunch period shall be one (1) hour from 12:00 Noon to 1:00 P.M. All employees shall be granted a one-hour uninterrupted lunch. In case of urgent necessity, the supervisor may assign work during the lunch and the bargaining unit member shall receive thirty (30) minutes of compensatory time. If the interruption exceeds thirty (30) minutes, the employee shall be granted compensatory time for the full hour.

The College may establish and change the normal work schedule of any employee to include evening and weekend hours when the supervisor determines that it is necessary.

Employees may be required to work overtime hours.

B. Overtime

All bargaining unit members will be paid one and one-half (1 1/2) times their computed hourly rate for all authorized hours worked in excess of thirty-seven and one-half (37 1/2) hours in any workweek. The employee's immediate supervisor or responsible Division Administrator must approve, in advance, any work beyond the standard workweek (37 1/2 hours), absent an emergency where it is impractical to seek prior approval.

Paid holidays, paid vacation days, and other paid leaves will be computed as hours worked in computing weekly overtime.

A time sheet showing the overtime worked shall be approved and signed by the immediate supervisor and responsible Division Administrator and submitted to the Business Office.

C. Reporting Time Worked

When reporting time worked on time sheets, the smallest unit of time reported will be .25 hour (15 minutes).

When reporting time, use the decimal format, as follows:

15 minutes = .25 hour 45 minutes = .75 hour
30 minutes = .50 hour 60 minutes = 1.00 hour

D. Absenteeism and Reporting Off

An employee who will be absent from work for any reason other than vacation or approved leave of absence, shall notify his/her immediate supervisor when the absence will occur, the reason for it, and the expected date of return to work. The immediate supervisor shall be notified of the absence as soon as possible, (but no later than one-half

hour after the start of the employee's work day) preferably in advance, in order that temporary help or other assistance can be arranged if necessary. In the case of a prolonged absence, the employee shall notify the immediate supervisor at least a day ahead as to the expected date for returning to work.

Any employee who fails to comply with this policy will be subject to disciplinary action.

E. Tardiness

Employees will be at their work stations at the scheduled starting time and will work until quitting time. Habitual tardiness or quitting work early will be a matter for disciplinary action.

F. Emergency and Snow Days

In the event Eastern Gateway Community College worksite(s) is closed officially due to adverse weather conditions, power outages, or other emergencies, no accrued sick leave, vacation time, or compensatory time off will be reduced for failure to come to work.

If the EGCC worksite(s) is closed and an employee is able to come to work or continue to work and receives permission from his/her supervisor to do so, the employee will receive one (1) hour of compensatory time off for each hour worked. Earned compensatory time off must be recorded on the request for leave form and approved by the supervisor prior to using it.

If the EGCC worksite(s) is open and the employee is unable to come to work because of the weather, an Application for Leave form shall be completed for the time missed, as an employee normally would when the EGCC worksite(s) is open and he/she does not come to work. Unused compensatory time off or vacation time will be credited for the amount of time missed.

In the event of a calamity, when determining the closure/delay of any EGCC worksite, the College will seek input from ODOT and local law enforcement. The College will consider the actions taken by surrounding educational facilities in regards to a decision of potential closure/delay of EGCC worksite(s) due to a calamity.

Decisions for closure or delay of day classes will be made by 7:00 a.m. except in the event of a late developing calamity. Decisions for closure or delay of evening classes will be made by 3:00 p.m. except in the event of a late developing calamity. If an EGCC worksite(s) is closed, a staff member cannot be recalled to work.

If a delay is called due to a calamity, the delay will be announced by indicating the opening times of the EGCC worksite(s). If a delay is called due to a calamity and 30 minutes or more class-time remains as a result of the delayed start, then the class would meet.

In the event of a required evacuation of the EGCC worksite(s), non-maintenance employees excluding security/emergency employees cannot be recalled to work after two (2) hours of said required evacuation. Additionally, non-maintenance employees are not required to remain in a worksite without power, water, heat, or other essential service for more than sixty (60) minutes. Employees who are approved or required by a supervisor to work in a closed worksite due to a calamity will be compensated as stated above.

G. Adjusted Work Schedules for Emergency Part-Time Teaching

1. Any full-time employee who is requested to teach as an adjunct faculty member by a Dean or Executive Vice President for Academic and Student Affairs on an emergency basis and who has received approval from the appropriate department head may adjust their work schedule rather than take appropriate leave time.

This means:

- a. An employee who is asked to teach a class on an emergency basis that meets for 50 minutes three times per week can adjust their schedule by starting before their normal starting time, taking a shorter lunch period (30) minutes of lunch is required), or working beyond their normal quitting time for the appropriate amount of time to cover the time away from their job to perform the emergency teaching assignment.
- b. Adjustments to the work schedule must be approved by the appropriate division administrator.

ARTICLE X - JOB DESCRIPTIONS

The College shall have on file a job description consisting of the required qualifications and a description of the duties and responsibilities of each position. The College shall meet and discuss with the Association to assist in establishing any new job description or in modifying an existing job description for positions covered by this Collective Bargaining Agreement. The final decision regarding the content of any job description remains that of the College.

ARTICLE XI - VACANCIES

- A. Any job opening, including new positions, within the bargaining unit shall be posted on all employee bulletin boards for a minimum of five (5) working days. A copy of the posting bid will be forwarded to the President of the Association and placed in the mailbox of each bargaining unit member. Employees interested in any opening shall apply in writing to the Vice President for Administration, or designee, within ten (10) calendar days following the posting.
- B. It is the desire of the Eastern Gateway Community College to provide opportunities for promotion of its employees. Whenever a vacancy or new position is created, present

employees will be given consideration along with other applicants and will be guaranteed a personal interview if the employee satisfies the minimum posted qualifications for the position. The following will be the basis for consideration:

1. Seniority
2. Competency/qualifications
3. Work record

Those bargaining unit members who apply will be notified in writing of the decision in reference to the position.

- C. A person awarded a position under this provision will undergo up to a twenty (20) working day trial and probationary period. Should that period prove unsatisfactory to the employee, it is understood that the employee would be reassigned to their former or similar position by the College.
- D. In all cases, the College will retain the final authority for determining whether a vacancy shall be filled and for selecting the individual to be awarded a particular assignment, subject to the terms and conditions of this Agreement.
- E. Notwithstanding D. above, during the term of this Agreement, the College will fill all bargaining unit vacancies created by death, retirement, resignation, termination, promotion outside the bargaining unit or reassignment outside the bargaining unit. Any such bargaining unit position vacancy shall be filled within six (6) months of the occurrence of the vacancy.
- F. The College agrees to hire additional full-time staff at all EGCC sites where there is sufficient enrollment and funding. Furthermore, the College agrees to meet with representatives of the Association to establish a methodology for determining future full-time bargaining unit member employment levels.

ARTICLE XII - PROBATIONARY PERIOD

Newly hired bargaining unit members shall serve a probationary period for not more than one hundred eighty (180) calendar days from their initial employment date. The College may implement a probationary employee's removal from employment at any time during the probationary period and at its sole and unilateral discretion. A probationary removal shall not be subject to the Grievance Procedure or any appeal process.

Current employees promoted, assigned, or otherwise transferred into a new job position at any time shall serve a trial period of ninety (90) calendar days from the date of their initial employment in a new classification. Should a trial period prove unsatisfactory to the College, it is understood that any current employee will be reassigned to their former position by the College. Any employee hired to replace the current employee returning to their former position may be laid off at the sole discretion of the College without recourse.

Any current employee, after voluntary promotion, voluntary assignment or otherwise being voluntarily transferred into a new job classification or position and determining the position is not what they expected, the employee shall have twenty (20) working days to transfer back to the position they held prior to selection for the new position. Any employee hired to replace the current employee returning to their former position may be laid off at the sole discretion of the College without recourse.

ARTICLE XIII - LAYOFF AND RECALL

Whenever it becomes necessary to reduce the number of bargaining unit members within a classification due to the lack of funds, lack of work, abolishment of a position, return of an employee from a leave of absence, return of an employee to a position based upon a probationary period, school closing, staff reorganization, or other cause determined by the College, the layoff shall be conducted as follows:

- A. Bargaining unit members shall be classified in the following categories: Secretarial, clerical/accounting, maintenance, technical support, pre-school aides and any newly-created full-time, non-contract position which is governed by the definition of the bargaining unit contained in Article 1 - Recognition.
- B. The College shall determine in which classification(s) layoffs will occur. The College shall notify the affected bargaining unit member by written notice no less than fourteen (14) days in advance of the effective date of any layoff with a copy forwarded to the Association President.
- C. Within each affected classification, employees will be laid off in the following order:
 - 1. Temporary employees
 - 2. Student (unless part of a student work program, such as work study, student intern and JOBS), seasonal or casual employees
 - 3. Part-time employees
 - 4. Probationary employees
 - 5. Full-time employees in the inverse order of their seniority. The employee with the least seniority in each classification shall be laid off first.
- D. Any bargaining unit member laid off in one classification may displace a less senior member of another classification providing that the employee is qualified and has demonstrated satisfactory experience in the position at the College. The following conditions must also be met.
 - 1. Employee must have satisfactory experience in the former classification.
 - 2. The employee must have more years of experience in the former classification than the person being displaced.
 - 3. The employee must demonstrate competency in the new position within thirty (30) working days after the date of placement into the position. Lack of competency shall result in layoff of the employee.

The College shall determine whether satisfactory experience has previously been achieved.

- E. All laid-off employees shall retain recall rights for a period of eighteen (18) months.
- F. When employees are laid off, the employer shall create a recall list for each classification, as needed. Recall shall be made in reverse order of layoffs within classification.
- G. It shall be the responsibility of all laid-off employees to keep the College informed of his/her telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within ten (10) calendar days after posting by the College to the address given by the employee shall be considered a decline of the position.
- H. If the employee fails to report to the College on the date specified in the recall notice, he/she shall be removed from the recall list and the College shall have no further obligation to him/her.
- I. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."
- J. GRANT-FUNDED POSITIONS. If grant funding is reduced or ceases, the position may be terminated by the Board of Trustees and the affected bargaining unit member shall be placed on layoff status and considered as a candidate for any future bargaining unit job for which he/she is qualified.

ARTICLE XIV - JOB SECURITY

A. Just Cause

No employee shall be disciplined, demoted, suspended or discharged without "just cause" and compliance with applicable provisions of this Agreement.

B. Discipline / Discharge

The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than immediate discharge or immediate suspension, if in the College's discretion, such action is warranted by the facts and circumstances of a case. In such cases, the following disciplinary procedure shall be followed:

1. Formal Progressive Discipline

- First step - written reprimand/warning(s);
- Second step - suspension(s) with or without pay;
- Third step - discharge

2. Due Process Procedure

In cases requiring suspension and/or discharge pursuant to the above formal progressive disciplinary procedure, an employee shall be given due process in accordance with the following procedure:

a. Notice of Allegations and Conference

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be sent to the employee.

b. Conference

The conference to discuss the allegations shall be attended by the employee, and no more than two representatives of the employee's choice, the immediate supervisor, and no more than two representatives of the supervisor's choice. Said conference shall be held no sooner than five (5) work days nor later than fifteen (15) work days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

c. Notification of Disposition

The employee and the Association President shall be notified immediately of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for such action.

d. Immediate Suspension or Discharge

In cases of immediate suspension or discharge, the written notice of allegations shall be presented to the employee within two (2) working days following the suspension or discharge and the conference shall be held within two (2) additional working days. These time frames may be extended by mutual agreement.

3. Privacy of Proceedings

All notifications and conferences and related matters hereto shall be kept confidential unless otherwise required by law. All notifications shall be provided to the bargaining unit member and the Association President. Receipt by the Association President or the unit member constitutes notification. All notifications shall be hand delivered, with date of receipt recorded thereon, or if hand delivery is not appropriate, mailed by registered letter to the employee's last known mailing address. It is the responsibility of the employee to keep the College informed as to his/her current mailing address.

C. Professional Management

The direction and correction of all employees shall be carried out in a professional manner.

- D. Prior to the implementation of the formal progressive discipline process, the College agrees to verbally discuss the specific concerns with the employee. However, this procedure does not preclude the College from imposing disciplinary action more severe than the actions enumerated herein which could include immediate discharge or immediate suspension if, in the College's discretion, such action is warranted by the facts and circumstances of the case.

ARTICLE XV - LEAVES

A. Absence and Sick Leave

Sick leave is earned at the rate of 5.0 hours per pay period up to a maximum of 1850 hours. The smallest unit of sick leave which may be used is .25 hour (15 minutes). Leave is to be reported in decimal format. Listed below are the decimal equivalents of minutes:

15 minutes =	.25 hour	45 minutes =	.75 hour
30 minutes =	.50 hour	60 minutes =	1.00 hour

All sick leave is to be reported on a daily basis. Multiple days can be reported on one leave form. Leave will be deducted from the affected pay period. All sick leave requests require approval by the appropriate immediate supervisor and/or division administrator and the verification of eligible sick leave time by the Vice President for Business Services. Leave submitted in advance will not be deducted until the appropriate pay period.

Sick Leave shall be granted for the following reasons:

1. Personal illness, injury or exposure to a contagious disease which could be communicated to other employees.
2. Medical, dental, or optical appointments.
3. Illness of a spouse, child, stepchild, parent or stepparent. Sick leave taken in the event of illness of spouse, child, stepchild, parent or stepparent shall be limited to ten (10) days per fiscal year.

A report of sick leave accrued is provided bi-weekly for each bargaining unit member.

If a bargaining unit member is on sick leave for more than five (5) consecutive workdays or seven (7) workdays (consecutive or not) in a period of fifteen (15) consecutive workdays (including holidays), the College will require a certificate signed by a physician. Failure to provide certification will result in denial of sick leave and may result in further discipline.

When an individual's sick leave exceeds the accumulated allowance, their remaining vacation and/or compensatory time will be applied automatically in order to provide continuance of salary. Upon exhausting all paid leave time the employee may, with the approval of the Board of Trustees, be granted an unpaid leave of absence.

Employees retiring under the State Teachers Retirement System or the School Employees Retirement System of Ohio who have at least 10 years of paid service with Eastern Gateway Community College as a full-time employee shall be paid 33% of unused sick leave.

Employees retiring with less than 10 years of full-time service or who resign shall be paid 10% of unused sick leave up to a maximum of 15 days. However, employees who resign without two (2) weeks notice shall not be eligible for compensation for unused sick leave. Upon the death of an employee, unused sick leave will be paid at the same rate as to an employee that is retiring. Payment will be made in accordance with the provisions of state law. The amount to be paid will be based on the employee's hourly rate at the time of retirement, resignation or death.

Employees who are retiring must provide written notice to the College at least sixty (60) calendar days prior to their intended retirement date. Employees who do not provide this notice shall not be compensated for any unused sick leave.

Appeals for extenuating circumstances must be made in writing to the Vice President for Administrative Services.

B. Bereavement Leave

Each employee shall be granted up to two (2) days of paid bereavement leave and up to two (2) days of paid sick leave for the death in the bargaining unit members immediate family. "Immediate family" for this purpose means the bargaining unit member's spouse, child, stepchild, parent, step parent, brother, sister, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, step parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Up to two (2) additional travel days consisting of the use of sick leave may be granted at the discretion of the supervisor.

C. Jury Duty/Subpoena Leave

Any full-time employee of Eastern Gateway Community College officially called for jury duty will be released to perform that duty without loss of benefits or wages. An employee required to be absent from Eastern Gateway Community College while on jury service shall receive the difference between such employee's regular compensation and the remuneration received by the employee for service as a juror. The employee needs to provide documentation of court payment within thirty days of receiving such payment. Employees appearing as an expert witness or as a party in their own non-employment related case must use vacation time and shall not receive the difference between such

employees' regular compensation and the remuneration received by him/her for such service.

Any full-time employee of Eastern Gateway Community College shall be released with pay to appear as a witness when a subpoena or other such approved document requiring attendance from an official empowered to issue such documents is presented to their supervisor. Appearances without such a subpoena or document are presumed not to be required to attend; the affected employee must request vacation leave rather than court leave. Leave shall not be available to employees initiating or pursuing action against the College or its Trustees, employees or agents.

D. Leave of Absence without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve months for educational, professional or other purposes such as parental, child care, and adoption. In cases where leave is not approved, the employee at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College.

Upon returning to service at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

E. Military Leave

This provision shall apply to all full-time employees.

1. Eastern Gateway Community College will abide by the Congressional ruling which guarantees by law that the veteran will be "returned to his or her position with such seniority, status, pay and vacation (if eligible) as he or she have had if they had not been absent for such purposes."
2. The Veterans' Reemployment Rights Handbook published by the U.S. Department of Labor Veterans' Employment and Training as revised in 1986 will be the guidelines for policy interpretation, in conjunction with the Military Leave of Absence guidelines as provided by the Ohio Revised Code.
3. Re-employment rights provide protection to individuals whose civilian employment is voluntarily or involuntarily interrupted by active military duty, by reserve training activities, or by reporting for examinations to determine their fitness for military service.

4. Annual Reserve Military Training. An employee who is a member of a Reserve or National Guard unit and who is required to undergo annual active duty training to fulfill a military obligation or who voluntarily maintains a service affiliation will be granted a leave of absence with pay for a period not to exceed 31 working days each calendar year.
5. To be eligible to receive the pay for the maximum of 31 days, an employee must give in writing sufficient advance notice to plan work schedules so as to minimize any inconvenience resulting from the reservist's absence.
6. An employee who is a member of a Reserve or National Guard unit and is required to report for active duty will be granted an additional leave of absence with supplemental pay for a period not to exceed a total of six calendar months. (Including the 31 work days/per calendar year for annual training).
 - a. Supplemental pay for this leave will be the difference between (a.) the employees regular base pay and (b.) the employee's military duty base pay for the equivalent number of College workdays excluding travel expense allowance, subsistence and quarters allowance. Should military base pay exceed College pay, the College cannot recover the excess amount. The employee is responsible to inform the College's Business Services Department of the amount of base pay.
 - b. After the initial 31 workdays of military leave, the employee will be responsible for his/her life insurance premium, and will be eligible to continue health insurance coverage as outlined in The Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.)

ARTICLE XVI - FRINGE BENEFITS

A. Hospitalization

Effective December 1, 2010, the College will offer Health Assurance Health Savings Account (HSA). The specifications (plan summary) for the Health Assurance Health Savings Account will be set forth in Appendix B. Changes in the plan summary may have to be made based on Health Care Reform.

The College will pay 100% of the premium for this plan.

The College will pay \$2,500 per year into the employee's Health Assurance HSA. In the first year of the contract, any remaining balance in the employee's health FSA (including employee or employer contributions) will be transferred to the employee's Health Assurance HSA. The College will make a one-time contribution to the Health Assurance HSA in the amount of \$20 for the purpose of purchasing HSA checks for the employee's HSA plan.

The Health Assurance HSA will have a third party administrator who will be selected by the College. Costs of the third party administration will be paid by the College. The College agrees to pay any monthly maintenance fees on the Health Assurance HSA account.

The College will pay employees whose spouse is eligible for coverage and who waive health insurance coverage for their spouse a \$4,000 per year taxable cash award. Employees who waive family coverage will receive a \$4,000 per year taxable cash award. Employees who waive single coverage will receive a \$4,000 per year taxable cash award. Payment will be made in two equal installments in January and July of each year. Employees selecting this waiver option are required to notify the College by July 1, except in the first year of this contract. Employees selecting this waiver option in the first year of this contract are required to notify the College by December 1, 2010.

Employees selecting this option are first required to submit proof of other coverage. In the event that an employee who has waived insurance coverage through the College loses their insurance coverage, thus making them eligible for enrollment in the College plan (under Ohio Insurance Law), any cash award will be pro-rated.

The College will maintain a flexible spending account or Section 125 Plan. The maximum amount (including employer and employee contributions) in any employee's flexible spending account (FSA) will be \$5,000 in a dependent care FSA. These FSA's will have a third party administrator who will be selected by the College. Costs of third party administration will be deducted from any balance left in FSA's at year-end. If there is no such balance, the College will pay the costs of administration. If after paying administration costs a balance remains in FSA's, the balance will be forfeited by the employees and shall become the property of the College. Any balance forfeited under this provision shall be allocated toward the College's contribution to the FSA's for the next year.

In December of each year, the College will conduct an annual re-enrollment for employees to elect or to adjust the employee's contribution to the Health Assurance Health Savings account or to the dependent care flexible spending account. Employees may select to contribute additional funds into the Health Assurance HSA by means of payroll deduction. The maximum amount contributed by the employee will be based on IRS regulations. Specifications and benefits of the current program of coverage are provided in the Health Insurance booklets which are available in the Administrative Services office.

The College reserves the right to select and/or change carriers, and further agrees, in the absence of conditions and circumstances over which it has no control, not to diminish benefits provided during the life of this Agreement.

During the term of this agreement, a committee of eight (8) employees with half appointed by the College and half appointed by the Association will be jointly formed to gather information and data on the subject of health insurance and make recommendations to the Board of Trustees. The committee will be jointly chaired by a representative of the Association and a representative of the College and will be vested with the power to: review health insurance options and providers, investigate problems and concerns with the present providers, request studies and information as necessary to carry out the committee's purpose; and to interview potential health insurance providers in accordance with College policy. The committee will report findings and recommendations for any changes to the Board of Trustees.

The College agrees that even after ratification of this agreement, we still suggest that the current insurance committee investigate any alternatives to the benefits provided; and if a mutually beneficial benefit program is identified, the parties could develop an Memorandum of Understanding.

B. Group Term Life Insurance

A Fifty Thousand dollar (\$50,000) term life insurance policy is provided for each full-time employee, including accidental death and dismemberment riders. All premiums are paid by the College.

C. Optional Benefits

All full-time employees have, at their own expense, the option of participating in the following:

- a. Credit Union.
- b. Tax-deferred annuity program.
- c. Supplemental Life Insurance program.

D. Vacation Time

All full-time bargaining unit members accrue vacation leave at a rate determined by length of full-time continuous college service, as outlined below:

YEARS OF SERVICE	HOURS	EARNED	ACCUM. MAX
Less than 5	3.08	10.68 days	15 days
5 or more but less than 10	4.62	16.02 days	20 days
10 or more but less than 17	5.54	19.21 days	23 days
17 or more but less than 25	6.15	21.32 days	25 days
25 or more	6.93	24.02 days	28 days

The smallest unit of vacation which may be used is .25 hours (15 minutes). Leave is to be reported in decimal format. Listed below are the decimal equivalents of minutes.

15 minutes = .25 hour	45 minutes = .75 hour
30 minutes = .50 hour	60 minutes = 1.00 hour

All vacation leave is to be reported on a daily basis. Multiple days can be reported on one leave form. Leave will be deducted from the affected pay period. All vacation requests are to be approved in advance by the appropriate immediate supervisor and/or division administrator and eligibility verified by the Vice President for Business Services. Leave submitted in advance will not be deducted until the appropriate pay period.

A terminating employee will receive vacation pay in lieu of time off for all unused vacation leave. Upon the death of an employee, any accumulated unused vacation leave will be paid in accordance with state law. The amount to be paid will be based on employee's hourly rate at the time of death and will be subject to any limitations imposed by law.

*Employees will begin to accumulate vacation leave at the next higher rate on the day following their 5th, 10th, 17th and 25th year of service with the Eastern Gateway Community College. Example: An employee hired September 1, 1990 will begin to accumulate at the next level on September 2, 1995.

E. Paid Holidays

Currently, when specifically approved in advance by the President, the following days are being observed as paid holidays for full-time personnel at Eastern Gateway Community College.

New Year's Recess (2 days)	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Veterans' Day
Spring Recess (1 day)	Thanksgiving Recess (2 days)
Memorial Day	Christmas Recess (2 days)
Flexible Holiday*	

When a holiday falls on Sunday, it will be observed on the following Monday; if the holiday falls on Saturday, it will be observed on the preceding Friday. Employees on leave of absence without pay will not receive holiday pay.

- Flexible Holiday Guidelines
- Must have prior approval of the employee's supervisor.
- Can be used any time during the fiscal year (July 1 to June 30).
- Must be taken in full-day increment.
- Cannot be carried over to next fiscal year.
- Will be treated as a holiday not as a leave day.
- If you cease your employment with the College, you will not be compensated for this day if unused.

F. Vaccination / Immunization

1. The College shall provide, at no cost to the bargaining unit members, work-related vaccination/ immunization mandated by state law.
2. The College assumes no responsibility for adverse reactions or related cost after the administration of the vaccination / immunization.

ARTICLE XVII - TUITION REMISSION/REIMBURSEMENT

A. Tuition Remission (Credit Classes)

All instructional and general fees for bargaining unit members for credit courses offered at Eastern Gateway Community College, will be paid by the College including required fees. Reimbursement for books and materials as required by the course syllabus, will occur within thirty (30) days after submission of receipts and submission of a grade of "C" or better ("P" in a pass/fail course) by the employee to his/her supervisor.

Bargaining unit members may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class.

Employees are expected to attend the course during their non-working hours. The College recognizes, however, the desirability of planned individual development which may necessitate taking a course which meets during the employee's regularly scheduled working hours. When this occurs, the employee's working hours may be changed to enable the employee to register for one such course each semester if all the following criteria are met:

1. The course is only scheduled during the employee's normal work time.
2. The course is a requirement of a degree program in which the employee is officially enrolled, or the course directly contributes to the employee's skills in their work assignment in the opinion of the immediate supervisor.
3. The employee makes arrangement satisfactory to his or her immediate supervisor regarding a work schedule for the duration of the course.
4. The employee has the approval of the immediate supervisor and the appropriate Division Administrator.

The benefits cannot be used on an accumulative basis. They are approved for usage in specific semesters and must be used during those semesters.

Eligible employees desiring this benefit must complete a form supplied by the business manager and submit it to the employee's immediate supervisor.

Dependents of Full-Time Employees of the College

All instructional and general fees for dependents of all bargaining unit members of the College for credit courses at Eastern Gateway Community College will be paid by the College excluding cost of books, materials, and other required fees.

Where other state and federal grant sources may be applied, the fee payment program will be considered to be primary on the part of the College.

The guidelines of the Internal Revenue Service will be applied in determining the dependent status in relationship to the staff member.

Dependents of all bargaining unit members may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class.

Fee benefits cannot be used on an accumulative basis nor can they be applied retroactively or in advance of a semester in which the benefit is approved for use. They are approved for usage in specific semesters and must be used during these semesters.

Members of the staff having dependents who desire to attend the College can obtain the fee benefits by following the outlined procedure:

1. Obtain and complete a fee benefit form prior to each term from the Financial Aid Officer.
2. Submit the completed form to the Business Office at least one week prior to registration date.
3. The signed copy of the approved form will be returned to the employee prior to the registration date.
4. A student should register for class the same as any other student with the exception that the fee benefit forms will be submitted to the Business Office at registration in lieu of actual cash.
5. A student must consult with the Financial Aid Officer regarding available State and Federal grants.

B. Tuition Remission (Non-Credit Classes)

Persons Eligible for this Benefit

All bargaining unit members of the College, their spouses, and their dependents will be eligible to receive tuition remission in non-credit classes according to the conditions and procedures outlined below.

The guidelines of the Internal Revenue Service will be applied in determining the dependent status in relationship to the staff member.

Conditions and Procedures for Utilization of this Benefit

1. Fee waiver is for tuition; books and other materials necessary for participation in class are not included.
2. Fee is waived for openings remaining in class on a day before the starting date of the course.
3. Request for "space available openings" will be on a first come, first served basis. A list of requests will be maintained in the Continuing Education Office.
4. The tuition remission plan will not alter minimum and maximum enrollment established for the class.
5. The definition of persons eligible for fee waiver will be the definition used in describing persons eligible for tuition remission in credit courses.
6. Because canceling of a class is based on obtaining minimum paid enrollment, an employee may not cancel a paid registration in a particular class and request a fee waiver for the same class.

7. Although Continuing Education literature states that advanced registration is required, first night paid registrations will be accepted if, after faculty and staff are admitted to class, openings remain. For this reason, employees are asked to notify the Office of Continuing Education by 1:00 p.m. on the day of class should they decide not to attend a class.
8. Employees are expected to attend the course during non-working hours only.
9. The benefits cannot be used on an accumulative basis. They are approved for usage in specific semesters and must be used during those semesters.

C. Tuition Reimbursement

1. The College will set aside six thousand dollars (\$6,000) for each fiscal year for bargaining unit members tuition reimbursement. This amount will be equally divided for distribution twice a fiscal year. Bargaining unit members must return to the College or reimburse the College for all tuition reimbursement they received during their last twelve (12) months of tuition reimbursement based on the following scale:

1 full year	75%
2 full years	50%
3 full years and beyond	0%

2. Bargaining unit members must complete one (1) full year of service to be eligible for tuition reimbursement. Employees with less than one (1) year of service may submit plans for approval prior to their completion of one (1) year of service, but no reimbursement will be made for any courses taken prior to completing the initial year of service.

Bargaining unit members desiring to participate in the tuition reimbursement for courses ending between July 1 and December 31 shall submit a plan of study to the Supervisor or Division Administrator by May 1. Bargaining unit members desiring to participate in the tuition reimbursement benefit for courses ending between January 1 and June 30 shall submit a plan of study to the Supervisor or Division Administrator by November 1. The plan of study must indicate the educational activity to be undertaken, the specific value of that activity, and the total tuition cost. Plans submitted after the deadline date will not be given consideration.

3. The plan of study must meet the following criteria:
 - a. The activity shall be directly related to the individual's work assignment or to the degree programs with a concentration that is offered in Associate Degrees at Eastern Gateway Community College.

- b. The activity shall be undertaken at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies, unless otherwise approved by the College.
 - c. The activity shall not interfere with work responsibility.
4. The Supervisor through the Division Administrator, or the Division Administrator, will make a recommendation to the President, who will approve or disapprove the plan within thirty (30) days from the deadline date and communicate this decision to the bargaining unit employees.
5. Bargaining unit members are entitled, at their request, to reasons why their request was not approved.
6. At the time that the decision regarding approval of a plan is communicated to the bargaining unit members the reimbursement rate will also be communicated. To calculate this reimbursement rate, the Treasurer will compare the total amount of approved requests to the semi-annual amount appropriated plus any carry over and calculate the reimbursement percentage.
7. Tuition costs will be reimbursed at the established reimbursement rate upon submission of an invoice of tuition paid and a grade report reflecting a final grade of "C" or better. In cases where a pass-fail grade is only received, a grade of passing must be received. An official copy of a transcript listing the grade obtained in a reimbursed course must be forwarded by the employee at the earliest available date.
8. All documentation for tuition reimbursement or a written request for extension must be submitted to the Business Office by these deadlines: March 15 for courses completed in the previous July through December period; and September 15 for courses completed in the previous January through June period. After the respective deadline dates for the submission of the documentation for reimbursement, the Treasurer will compare the total dollars reimbursed to the total amount available for the semi-annual period. The Treasurer will redistribute any funds remaining to bargaining unit employees participating in the reimbursement benefit during that semi-annual period. These remaining funds will be distributed equally to all effected bargaining unit employees until the employee(s) receives a one hundred percent reimbursement or no funds are remaining, whichever occurs first.
9. Any funds which remain after the initial distribution and the redistribution outlined in #8 above will be carried forward and added to the College contribution for use in the next semi-annual reimbursement period. The maximum amount of dollars to be available in any semi-annual period, including the College contribution and the carry over, will be \$12,000.

10. In the event a bargaining unit member's proposed approved plan is inaccurate due to a tuition increase, the College shall reimburse the employee in accordance with the tuition increase provided funds are available (C.1 and C.9 above).
11. In the event a bargaining unit member is approved for a course substitution and the substituted course has more credit hours than the course outlined in the original proposed approved plan, the College shall reimburse the employee for the increased tuition provided funds are available in C.1. and C.9. above.

ARTICLE XVIII - SCHOOL EMPLOYEES RETIREMENT SYSTEM

Membership in the School Employees Retirement System is mandated for all eligible bargaining unit members. The portion that the employee pays as required by law is "picked up" for purposes of deferring Federal and State income taxes on these amounts. Contributions to the School Employees Retirement System are paid on behalf of the bargaining unit employees under the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required by the Ohio Revised Code, or any statutory increases therein, of the unit member's gross annual compensation, at no cost to the College, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced by the College for the purposes of State and Federal tax only by an amount equal to the amount picked up and paid by the College.
- B. The College shall compute and remit all applicable contributions to the SERS based upon annual salary and/or earned compensation which includes the amount of pickup computed herein, but assumes no further liability.
- C. The pickup percentage shall apply uniformly to all eligible members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
- D. The pickup shall apply to all compensation.
- E. The current deferred taxation of the "pickup" is determined solely by the Internal Revenue Service and any tax liability becomes the full responsibility of the employee. The College may refuse to "pick up" if the plan is declared unlawful or improper by the School Employees Retirement System, Internal Revenue Service, Attorney General, or any agency of the State of Ohio or of the United States, or any court of competent jurisdiction, or should the rules and regulations of the IRS, or the SERS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.

- F. Payment for all paid leaves - sick leave, personal leave, severance, and supplementals including unemployment and workers' compensation - shall be based on the employee's hourly rate prior to the reduction.
- G. Forms are available in the Administrative Services Office and must be filled out with the appropriate information by all employees.
- H. Withdrawal from the System can occur only upon leaving service in the State of Ohio. Forms for such withdrawal may be requested from the School Employees Retirement System, 45 North Fourth Street, Columbus, Ohio 43215.
- I. Additional information concerning the School Employees Retirement System is available in the Administrative Services Office or from the System's Office in Columbus.
- J. The College also elects to "pick up," in accordance with the terms and provisions of this Article, contributions on behalf of unit members who participate in retirement systems other than SERS, subject to approval of the particular retirement system.
- K. The College also agrees to pick up and pay one percent (1%) of the required employee contributions to the School Employees Retirement System in accordance with applicable federal and state rulings. The one percent (1%) of employee retirement contributions being picked up by the College will not be included as earned compensation for retirement compensation calculations.

ARTICLE XIX - TRAVEL

A. Approvals

Any bargaining unit member who is required to make trips on College business must have approval in advance from the appropriate immediate supervisor, the Division Administrator and the College President or designees.

B. Reimbursement for Personal Expenses

1. General

a. General Expense Submission

- i. All expense accounts must be submitted on the forms provided by the College. Such forms are available from an employee's immediate supervisor or the Library. Detailed travel and expense policy appears on the reverse side of the Travel and Incidental Expense Reimbursement Request Forms. Reimbursement may be partial or full, subject to the terms agreed to when the trip was

approved. The minimum reimbursement request is ten dollars (\$10.00).

b. Home Base Assignment

- i. Bargaining unit members may be required to travel in order to perform their duties. Upon ratification of the successor agreement to the August 1, 2007 through July 31, 2010 Collective Bargaining Agreement, each bargaining unit member will be assigned a home base. Current bargaining unit members' home base will be the site they were assigned to work upon their initial employment. All bargaining unit members hired after the August 1, 2007 through July 31, 2010 Collective Bargaining Agreement will be assigned a home base upon employment by the College.
- ii. Home base assignments may be adjusted as necessary.
- iii. A bargaining unit member's home base will be used to calculate mileage reimbursement.

2. Advances

The State Auditor's Office has ruled that cash advances to individuals are not permitted. Certain expenses, such as registration fees for conferences and commercial transportation, may be paid in advance when specific conditions exist as set out in the detailed policy.

3. Transportation

If travel is by privately owned car, reimbursement will be made at the IRS current mileage rate in effect when the trip is taken. If common carriers service including airlines is used, the ticket stubs must be attached to the Personal Expense Voucher. Where more than one employee travels in the same car, the car travel allowance will be paid to the car driver only. Any person driving his/her own or other privately owned car while traveling on College business assumes all responsibility for accidents, property damage, or public liability. Transportation Employees may be required by the College to travel by rental car where such method is less expensive for the College than travel by privately owned car. If the employee insists on driving a privately owned vehicle, the employee will be reimbursed at the cost of the rental car or at the IRS mileage rate for travel by privately owned vehicle, whichever is less.

4. Hotels and Meals

Hotel charges must be restricted to a reasonable amount. Receipted hotel bills must be attached to the expense voucher. When multiple occupancy

occurs the College will reimburse the employee at his/her proportionate share. Hotels and meals must be itemized showing the cost for each day. The thirty dollars (\$30.00) maximum daily meal can be exceeded for extenuating circumstances with prior approval from the President of the College.

5. Miscellaneous Items

College business related telephone, fax, registration fees for conventions, highway and bridge tolls, parking, and baggage expense will be reimbursed when properly itemized and explained. Expenses such as alcohol, barber bills, laundry, clothes pressing, shoe shines, and personal entertainment expense are not authorized.

Employees will not be reimbursed for travel expenses without prior approval of the appropriate immediate supervisor, the Division Administrator and the College President or designees. All travel for fiscal year July 1 to June 30 must be submitted to the Business Office for payment no later than 30 calendar days after the termination of the fiscal year on June 30. The ten dollar (\$10.00) minimum will be waived in such cases.

ARTICLE XX - MISCELLANEOUS PROVISIONS

A. Loss of Wages

Unauthorized absence or absence in excess of accumulated leave by bargaining unit members will result in the appropriate reduction of wages based on a per day basis.

B. Support Services

Duplicating

Duplicating/copying facilities shall be available to the bargaining unit members on days and evenings when classes are in session. Material submitted for copying shall be copied according to procedures established by the College Administration.

C. Equipment Proposals

The College will seek input from bargaining unit members on matters of equipment purchases in excess of one thousand dollars (\$1,000.00) and which are related to their jobs. The final decision with respect to any equipment purchase is at all times that of the College.

D. Individual Rights

Neither the College nor the Union shall discriminate against bargaining unit personnel on the basis of race, color, creed, age, national origin, sex, religion, handicap, or for the exercise of rights protected by the laws and Constitution of the Union States and the laws and Constitution of the State of Ohio.

E. Student Appeals

It is the position of the College and the Association that complaints or appeals made by students regarding actions or omissions of the College or its employees should be resolved in an informal manner whenever possible. To this end, the Student Complaint/Appeals process articulated in the College catalog will be divided into two sections: Step One - informal resolution; and Step Two - formal resolution. When a student fills out a Student Complaint/Appeals form, a copy shall be provided to the identified bargaining unit member within five (5) work days of its submission to the department. In the event a student pursues a complaint or appeal to the formal step, the bargaining unit member(s) whose actions or omissions are being appealed shall be afforded the following protection:

1. The affected bargaining unit member shall, within five (5) work days after they are received, completed, or sent by the College, be provided copies of any written correspondence, forms, updated Student Complaint/Appeal forms, reports, memos or other documents related to the appeal which have been generated by the student and/or the student's legal representative(s), or by the College or its legal representative(s).
2. If the bargaining unit member is requested or required to attend a meeting related to the formal complaint/appeal, with the College administration, the student, the student's legal representative or the College's legal representative, the member may be accompanied by a union representative and/or legal counsel. In contacting the bargaining unit member to schedule such a meeting, the College administrator arranging the meeting will convey to the unit member the anticipated attendees at the meeting to the degree which they are known to him or her.

It is the unit member's responsibility to notify the College administrator prior to the meeting whether he/she intends to bring a representative(s), to identify any such representative(s), to the degree which they are known and to advise the union of the date and subject of any such meeting(s).

F. Safety

The College agrees to provide its employees with a clean, sanitary, safe and secure workplace.

A committee of eight (8) employees with half appointed by the College and half appointed by the Association will be jointly formed to gather information and data on

the subject of safety and security at the College and make recommendations to the Board of Trustees. The committee will be jointly chaired by a representative of the Association and a representative of the College and will be vested with the power to: review all security/safety systems of the College, receive quarterly summaries regarding incidents and outcomes as generated during the normal course of business by the College (preserving at all times any confidentiality required by state and/or federal law), to investigate problems and concerns, request information as necessary to carry out the committee's purpose and to make specific recommendations to improve the safety and security of the College in the following four areas:

1. Personal safety
2. Faculty security
3. Emergency protocol
4. Cash and financial transactions

The Committee will report findings and recommendations for any change to the Board of Trustees and the Association.

G. Cost of Printing this Agreement

The College and Association agree to split the cost of having this Negotiated Agreement printed in booklet form. Upon the completion of printing, the Association shall receive a copy for each member of the bargaining unit and an additional twelve (12) copies.

H. Employee Lounge

The employee lounge, located in Room 1201 on the lower level of the College at the Jefferson County Campus near the Student Lounge, is furnished with a sink, range, refrigerator, storage space, tables and chairs, television and phone.

I. Keys

In order to provide maximum security on Saturdays and Sundays, security guards are employed with a buzzer at the loading dock and the single entrance across from the Vice President for Student Affairs office. Keys for outside doors are assigned only to the President and certain designated administrative personnel. All requests for all other keys for internal use must be approved by the supervisor and the Division Administrator responsible, and only then will a key be issued by the Vice President for Administrative Services. Any key losses should be reported to your supervisor and Security. A five dollar fee will be charged to replace any lost key.

J. Performance Evaluations

1. By the end of the first academic year following the effective date of this agreement, a committee will be formed and trained to develop a performance evaluation instrument. Said committee will be made up of no more than ten (10) people, half of whom will be appointed by the Association. The Association will not be a minority representation on the committee.
2. Once an evaluation instrument has been agreed to in a memorandum of understanding between the parties, all individuals being evaluated or conducting evaluations will be trained in the use of the agreed-to instrument.
3. All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file in the Administrative Services department. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her. The person evaluated shall be given the opportunity to rebut the evaluation in writing.
4. Current practice will be followed until the new evaluation instrument is approved by a memorandum of understanding between the parties.

ARTICLE XXI - COMPENSATION

A. Compensation

All bargaining unit members shall be paid according to the following Support Staff Full-Time Hourly Rate Schedule.

Effective with the 2010-2011 (FY11) academic year, the base hourly wage for the support staff bargaining unit members shall be seven and 71/100 dollars (\$7.71). Salary will be retroactive to July 1, 2010. The retroactive salary will be paid in one lump sum thirty days (30) following the ratification of the 2010-2013 Collective Bargaining Agreement.

There will be a wage reopener for the 2011-2012 (FY12) and 2012-2013 (FY13) academic year in the second year of the 2010-2013 Collective Bargaining Agreement. Reopen for wages in the second year of the 2010-2013 Collective Bargaining Agreement are applicable to the entire contract years.

SUPPORT STAFF FULL-TIME HOURLY RATE SCHEDULE

STEP	FY11
0	7.71
1	8.01
2	8.31
3	8.61
4	8.91
5	9.21
6	9.51
7	9.81
8	10.11
9	10.41
10	10.71
11	11.01
12	11.31
13	11.61
14	11.91
15	12.21
16	12.51
17	12.81
18	13.11
19	13.41
20	13.71
21	14.01
22	14.31
23	14.61
24	14.91
25	15.21
26	15.51
27	15.81
28	16.11
29	16.41
30	16.71
31	17.01
32	17.31
33	17.61
34	17.91
35	18.21
36	18.51

SIGNING BONUS: Bargaining Unit Members will receive a \$500 bonus thirty (30) days following the ratification of this agreement to be paid in a separate check.

By July 1, 2001, all bargaining unit members shall be placed on the salary schedule (Article XXI) commensurate with their actual years of service, as determined by date of hire. Current bargaining unit members above their step on the schedule shall continue to move at one step per year.

Effective July 1 of each year, bargaining unit members shall advance one step on the Support Staff Full-Time Hourly Rate Schedule.

B. Grant-Funded Positions

Any position initially funded with grant monies, in whole or in part, that a person knowingly and voluntarily applies for and accepts shall allow the College to determine that if grant funding is reduced or ceases, the position may be eliminated by the Board of Trustees and the affected bargaining unit member shall maintain his/her rights under the Layoff and Recall Article in this Agreement.

C. Newly Hired Employees

1. Recognition of Part-time Service at College

- a. For full-time positions filled by a part-time college employee, the following calculation will be used to determine the service credit/step on the Support Staff full-time hourly rate schedule.

Total hours worked in rolling last four (4) years ÷ by 1,950 = service credit

- b. For any fraction of a year that is produced by the above calculation the standard math rounding rule will apply.
- c. This calculation is for service credit/step only and does not apply to seniority in the bargaining unit.

2. Awarding Steps due to Market Value

- a. For positions where the current base pay does not attract qualified employees due to existing market value, the College may offer compensation up to and including step 4 on the Support Staff full-time hourly rate schedule. Prior to offering compensation up to and including Step 4 on the Support Staff Full-Time hourly rate schedule, the College agrees that it will post and advertise the position vacancy at the lowest step of the salary schedule; and if no qualified applicants apply or are willing to accept the position, the College may then offer the additional compensation in a subsequent posting and offer.

- b. If such rate will not attract sufficient qualified candidates, the College may offer the closest pay step to the average starting full-time hourly rate identified by the local office of the Ohio Bureau of Employment Services for the vacant position.
- c. The Technical Support position may be filled by placement at any step on the support staff full-time hourly rate schedule.
- d. With the exception of the Technical Support position, as described in Section C2 (c) of this article and Recognition of Part-time Service at the College as described in Section C1 of this article, in no case shall a newly hired employee's rate of pay exceed that of the lowest-paid employee in the same job classification as described in Article XIII (Layoff and Recall).

D. Payday

All bargaining unit members are paid bi-weekly at their negotiated rate of pay. Payday is according to a schedule published by the payroll department once a year.

ARTICLE XXII - NO REPRISAL

Neither the College nor the Association shall take any reprisal against any unit member who exercises their rights guaranteed by Chapter 4117 of the Ohio Revised Code.

ARTICLE XXIII - EFFECTS OF THE AGREEMENT

Neither the Association nor the College waive any rights to bargain or refuse to bargain during the term of this Agreement regarding mandatory subjects of bargaining as defined in ORC Chapter 4117, except as may be limited by ORC Chapter 4117.

ARTICLE XXIV - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law in a manner not permitted by ORC Chapter 4117, the applicable state or federal law shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law which would invalidate any provision of this Agreement or a provision of this Agreement is declared invalid by a court of competent jurisdiction, either party may initiate a meeting to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

The College reserves the right to promulgate reasonable rules and regulations. Any item not covered in this Agreement may be covered by existing College policy, rule, or regulation, provided that such policies, rules, or regulations do not conflict with the provisions of this Agreement.

ARTICLE XXV - DURATION

This Agreement between the Eastern Gateway Community College Board of Trustees and the Eastern Gateway Community College Education Association shall be in effect from July 1, 2010 until midnight on June 30, 2013.

Eastern Gateway Community College
Education Association

Eastern Gateway Community College

Rose M Timmerman
Mary Beth Baker
Dora G. Porter
Bob W...
John T. ...
...
James E. ...
James ...

MEMORANDUM OF AGREEMENT

RE: Melissa Flinn

This agreement is made by and between:

The Jefferson Community College Board of Trustees (hereafter, "College") and the Jefferson Community College Education Association Support Staff (hereafter, "Union") together collectively hereafter, "Parties."

It is agreed that upon adoption of a successor Master Agreement which includes a new provision Article XIII, Layoff and Recall, Section J. Grant-Funded Positions, Melissa Flinn, a bargaining unit member who currently occupies a grant-funded position, shall be exempt (grandfathered) from this provision for the duration of the Master Agreement. All future employees hired into grant-funded positions shall be subject to the position termination provisions outlined in Article XIII, Section J.

Signed this 19th day of March, 2001 by the designated representatives of the Parties hereto in duplicate originals.

It is so agreed,

For the College

For the Union

APPENDIX A

**EASTERN GATEWAY COMMUNITY COLLEGE GRIEVANCE REPORT
FORM**

STEP ONE

Name of
Grievant: _____
Department: _____
Position: _____
Date
Filed: _____
Date of Knowledge of Grievance: _____

Statement of Grievance: (Set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the redress desired.)

Signature of Grievant: _____ Date: _____

Date Received by Immediate Supervisor: _____

Meeting Requested: Yes _____ No _____ Date Meeting
Held _____

Use additional pages if necessary.

STEP ONE (CONT'D)

Disposition by Immediate

Supervisor: _____

Presented to: _____ Date: _____
Employee

Signature of Immediate Supervisor: _____

STEP TWO
APPEAL TO THE DIVISION ADMINISTRATOR

Date Presented: _____

Reason for Appeal: _____

Signature of
Grievant: _____

Date Received by the Division Administrator: _____

Date Meeting Held to Discuss Grievance: _____

Disposition by the Division Administrator: _____

Presented to: _____

Date: _____

Signature of Division
Administrator _____

Use additional pages if necessary.

STEP THREE
APPEAL TO THE PRESIDENT

Date Presented: _____

Reason for Appeal: _____

Signature of Grievant: _____

Date Received by the President or designee: _____

Date Meeting Held to Discuss Grievance: _____

Disposition by President or designee: _____

Presented to: _____
Employee

Date: _____

Signature of President or Designee: _____

Use additional pages if necessary.

STEP FOUR
APPEAL TO BINDING ARBITRATION

Reason for Appeal: _____

Signature of Grievant: _____ Date Presented: _____

Use additional pages if necessary.

7/20/86

APPENDIX B

HEALTH AMERICA
A Coventry Health Care Plan

DEDUCTIBLES AND MAXIMUMS		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Annual Deductible		
Individual	\$2,500	\$5,000
Family	\$2,500	\$5,000
The individual deductible applies when the Subscriber has an employee only policy. For policies that include the Subscriber and one or more dependents, the family deductible must be met before any family member begins to receive the benefits listed below, including prescription drug benefits covered under the prescription drug rider (except preventive services)		
Out-of-Pocket Maximum (includes copays, deductibles & coinsurance)		
Individual	\$5,000	\$10,000
Family	\$5,000	\$10,000
OUTPATIENT SERVICES		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Physician Services (for illness or injury)		
Primary Care Visit (PCP)	\$20 Copay (after annual deductible)	40% Eligible Charges (after annual deduct)
Specialist Visit (SCP)	\$40 Copay (after annual deductible)	40% Eligible Charges (after annual deduct)
Preventive Services*		
Gynecological Exam (PCP/SCP)	\$20/\$40 Copay	40% Eligible Charges (after annual deduct)
Well Child Visits	\$20 Copay	40% Eligible Charges
(no deductible for children under 9)		
Adult Physical Visit	\$20 Copay	40% Eligible Charges (after annual deduct)
Preventive Pediatric Immunizations	0%	40% Eligible Charges
Preventive Adult Immunizations	0%	40% Eligible Charges (after annual deduct)
Hearing Exams (under age 18)	0%	40% Eligible Charges (after annual deduct)
Routine Mammograms	\$30 Copay	\$30 Copay
(Reimbursement limited to 30% of Medicare)		
Routine Colonoscopies***	0%	40% Eligible Charges (after annual deduct.)
Allergy Testing & Allergy Serum	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Chiropractic Care	\$40 Copay (after annual deductible)	40% Eligible Charges (after annual deduct.)
	12 visits combined maximum per contract year	
Lab Services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Radiology (Diagnostic X-ray, CAT, MRI, Ultrasound)	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
HOSPITAL SERVICES		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Hospital Care		
Semi-Private Room	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
(private room, if medically necessary)		
Physician and Surgeon Fees	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Surgery	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Lab & X-ray services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
All Medically Necessary Ancillary Services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Anesthesia	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Administration of Blood	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Blood Products	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Therapy Services (Chemotherapy & Radiation)	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
MATERNITY SERVICES		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Pregnancy Care (PCP/SCP)		
Delivery	\$20/\$40 Copay (after annual deduct)	40% Eligible Charges (after annual deduct.)
	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)

FAMILY PLANNING		Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Infertility Counseling/Testing/Services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
Tubal Ligation/Vasectomy	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>\$2,400 combined benefit maximum</i>			
PRESCRIPTION DRUGS		Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
(Includes oral contraceptives & managed formulary. Mandatory generic substitution may apply)	Refer to the Rx Select formulary to identify which drugs do not require authorization. Quantity limits still apply.		
	<i>\$10/\$35/\$60 Retail or M/O 90 day supply \$20/\$70/\$120 (after annual deductible)</i>		
EMERGENCY CARE		Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Urgent Care	0% after \$50 Copay (after annual deductible)		
Emergency Room Services	0% after \$125 Copay (after annual deductible) Copay waived if admitted		
REHABILITATION SERVICES		Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Occupational, Speech, Physical Therapy	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>45 inpatient days per contract year/30 outpatient visits per contract year</i>			
MENTAL HEALTH & SUBSTANCE ABUSE SERVICES		Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
General Mental Illness:	(Mental Health services must be presented)		
Inpatient	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>45 days per contract year</i>			
Physician Services (Outpatient)	\$20 Copay (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>20 outpatient visits maximum per contract year</i>			
Biologically Based Mental Illness:			
Inpatient	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
Physician Services (Outpatient)	\$40 Copay (after annual deductible)	40% Eligible Charges (after annual deduct.)	
Substance Abuse:			
Inpatient Detoxification	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>7 days maximum per admission 2 admission benefit maximum</i>			
Inpatient Rehabilitation	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>35 days maximum per contract year</i>			
Transitional Partial Hospitalization	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>20 visits per contract year</i>			
OTHER BENEFITS		Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Claim Forms Required	No	Yes	
Durable Medical Equipment (DME) -- Limited to once every 2 years for irreparable damage and/or normal wear	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
Corrective Appliances	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
<i>\$20,000 combined benefit maximum</i>			
Home Health Care Services	0% (after annual deductible) <i>120 visits per contract year</i>	40% Eligible Charges (after annual deduct.) <i>60 visits per contract year; \$60 maximum Allowable charge per visit</i>	
<i>120 visits combined per contract year</i>			
Hospice Care	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)	
Skilled Nursing Facility	0% (after annual deductible) <i>100 inpatient days per contract year</i>	40% Eligible Charges (after annual deduct.) <i>50 inpatient days per contract year</i>	
<i>100 days combined per contract year</i>			

Dental Services		
Emergency treatment of dental injury	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Removal of Third Molars	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Vision Services	Vision One Eyecare Program @: Receive immediate savings on all eyecare needs –discounts on frames, lenses, disposable contacts, and even LASIK survey – at participating providers through the EyeMed Vision Care network.	
Health Education	Members receive reimbursement of the cost of approved wellness programs offered through local hospitals and organizations.**	
PRECERTIFICATION REQUIREMENT	By Physician	By Patient
When using a nonparticipating provider, the member must obtain precertification of nonemergency hospital and other facility (e.g., skilled nursing facilities, rehabilitation facilities, drug and alcohol treatment facilities) admissions, outpatient surgery and certain other services as stated in the Group Contract. If these services or admissions are not precertified and the service is not medically necessary, the member may be responsible for 100% of the cost of the services.		
LIFETIME MAXIMUM	\$2,500,000	
<p>For groups with more than 50 total employees. Mental Health/Substance Abuse limits do not apply.</p> <p>This is not a contract. It is intended solely to provide you with an overview of the plan. Complete details of benefits, terms and exclusions are governed by your Group Contract. This managed care plan may not cover all your health care expenses. Read your contract carefully to determine which health care services are covered. If you have questions call us at 800-788-8445 in Central/Eastern Pennsylvania, and 800-735-4404 in Western Pennsylvania and Ohio.</p> <p>Benefits are administered on a contract year basis. Coinsurance is based on Eligible Charges as defined in your Certificate of Insurance. For non-participating providers, Eligible Charges are based on the lesser of the provider's billed charges or our Out-of-Network Rate, which is defined in your Certificate of Insurance. In addition to your copay or coinsurance, you are responsible for paying nonparticipating providers the difference between our out-of-network rate and their actual charge for non-emergency services. Your out-of-pocket costs for non-emergency care from nonparticipating providers may be substantial.</p> <p><i>Dependents are covered up to and including age 27, pursuant to Ohio State Law.</i></p> <p>*If your Schedule of Benefits indicates that you have a Qualified High Deductible Health Plan, you must consult your group benefits documents for a specific description and the terms and conditions of your coverage for these benefits. Also, some covered services that you receive during a preventive service office visits may not qualify as preventive services under the group contract, and consequently, will be subject to applicable deductibles. In order to be exempt from applicable deductibles, preventive services must qualify as preventive services under the group contract and Section 223 of the Internal Revenue Code.</p> <p>***The physician must bill the claim with a preventive diagnosis code or a preventive procedure code in order to apply under preventive benefits coverage. Some physicians may use preventive procedure and diagnosis codes together.</p> <p>This document neither affirmatively nor negatively amends, extends or alters the terms of or the coverage afforded by policy referenced herein.</p> <p>**Reimbursement for Weight Management programs is limited to \$150 per calendar year per member.</p>		

APPENDIX C

IBB Notice of Intention Committees

As a result of IBB negotiations in 2010, the combined teams of negotiators agreed to address the issues surrounding joint committees established in the Collective Bargaining Agreement.

The College and the Association are committed to establishing and maintaining guidelines for the implementation and operation of joint committees. The College and the Association additionally understand that the joint committees are a shared responsibility. Thus the calling of meetings, development of agendas, the collection of data, etc. are the responsibility of both parties.

The College and Association agree that all joint committees:

- Will operate in the Interest Based Problem (IBPS) Model. Training in the IBPS model will be provided at either party's request.
- Will establish ground rules and/or internal governance consistent with any contractual requirements.
- Will address issues within the specific Scope of Responsibility of the committee
- Will act as a problem solving resource for issues related to the specific Scope of Responsibility
- Will prepare and provide a written meeting summary.
 - A meeting summary template will be developed
 - Meeting summaries will be posted on the EGCC Intranet
 - The written meeting summary is to be done by a member of the committee. This may be done as a rotating assignment.
 - The meeting summary should include a list of attendees, whether issues were discussed and recommendations were made, nature information provided and/or nature of issues that were discussed without resolution
 - Prior to the dissemination of the meeting summary, all meeting summaries must be approved by the committee.
- Provide recommendations related to the Scope of Responsibility to the Board/College. Committee recommendations should not conflict with any of the provisions of the Collective Bargaining Agreement.

IBB Notice of Intention

As a result of IBB negotiations in 2010, the combined teams of negotiators agreed to address the issues surrounding the current expansion of Eastern Gateway Community College facilities and program offerings.

The College and the Association are committed to accomplishing the activities addressed below:

The College and Association will meet on an ongoing basis to:

- Act as a problem solving resource for issues related to the expansion of Eastern Gateway Community College;
- Examine methods to improve, enhance and market EGCC programs and services;
- Provide recommendations for the enhancement of EGCC programs and services in the community;
- Discuss the efficient use of faculty and support staff time;
- Review course needs at all EGCC sites;
- Involve full-time bargaining unit members in determining teaching and scheduling priorities;
- Provide recommendations for Best Practices in improving the quality and consistency of instruction at all EGCC sites.