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**AGREEMENT
BETWEEN THE**

EASTERN GATEWAY COMMUNITY COLLEGE

AND

**EASTERN GATEWAY COMMUNITY COLLEGE EDUCATION ASSOCIATION
PROFESSIONAL STAFF**

COLLECTIVE BARGAINING AGREEMENT

REOPENER

All articles, sections within articles and appendices not addressed herein are retained as current contract language except those items considered as housekeeping.

ARTICLE XIII - SALARY SCHEDULE

Effective immediately, a \$250.00 net bonus will be paid to all bargaining unit members.

Effective July 1, 2015 a \$500.00 net bonus will be paid to all bargaining unit members.

Effective January 1, 2016 an increase of 1.5% will be applied to the base for all bargaining unit members.

ARTICLE XVI - TUITION REMISSION/REIMBURSEMENT

B. Tuition Reimbursement

1. The College will set aside thirty thousand (\$30,000) for each fiscal year for bargaining unit member 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 academic year | 100% |
| 2 full academic years | 66.6% |
| 3 full academic years | 33.3% |

For the purposes of the reimbursement to the College, a "full year" commences on the date that the earliest class authorized starts and concludes 12 months from that date.

Reimbursement of tuition reimbursement paid on behalf of a bargaining unit member who leaves the employ of the College but, whose tuition reimbursement was paid on a pro rata basis, shall have his or her reimbursement and length of service required, reduced pro rata in accordance to percentages paid by the College.

For the purposes of this Section, "tuition" shall be defined as the per credit, in-state cost for an educational program at the academic level requested based on the average currently posted, of the following state universities (Youngstown State University, Kent State University and The University of Akron) including only fees that are tuition based.

2. Bargaining unit members must complete one (1) full calendar year of service to be eligible for tuition reimbursement. Employees with less than one (1) calendar year of service may submit plans for approval prior to their completion of one (1) calendar 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 Dean 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 Dean or Division Administrator by November 1. **The plan of study must indicate the educational activity to be undertaken, the specific value of that activity to the College, the total tuition and tuition fee costs at desired institution, and the computation of the tuition costs as defined in #1 above.** Plans submitted after the deadline date will not be given consideration.

If the computation of the tuition costs as defined in #1 above is more than the actual cost of the bargaining unit member's plan of study at their desired institution, then non-tuition based fees shall be paid; however, that in no circumstance shall a bargaining unit member's reimbursement exceed the computation of tuition costs as defined in #1 above.

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. This policy is not intended to reimburse study in programs that are defined in the institution's catalog as preparing an individual for an administrative, counseling or teaching position at the elementary or secondary level.
 - 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 Division Administrator, or the Dean, acting through 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 member.
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 member, 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. 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 a "C" or better. In cases where a Pass-Fail grade only is 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 bargaining unit member at the earliest available date.

7. 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 members participating in the reimbursement benefit during that semi-annual period. These remaining funds will be distributed equally to all affected bargaining unit members until the member(s) receives a one hundred percent reimbursement or no funds are remaining, whichever occurs first.
8. Any funds which remain after the initial distribution and the redistribution outlined in #7 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 \$60,000.
9. In the event a bargaining unit member's proposed approved plan is inaccurate due to a tuition increase, the College shall reimburse the bargaining unit member in accordance with the tuition increase provided **however that tuition increase shall not exceed the computation of the tuition costs as defined in #1 above.**
10. In the event a bargaining unit member must make 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 bargaining unit member for the increased tuition provided **however that tuition increase shall not exceed the computation of the tuition costs as defined in #1 above. Such additional reimbursement is also subject to availability of funds as set forth in B.1 and B.8 above.**
11. **The provision of this Section shall not apply to any approved plan of study until June 30, 2015.**

ARTICLE XXVI – Professional Development

If the College requests in writing, that a bargaining unit member attend information technology or other specialized training, and the College pays for the cost of such training (excluding travel expenses), the bargaining unit member agrees to remain an employee at the College for a twelve (12) month period after completing the training or the bargaining unit member will reimburse the College for the expense of the training. The College reserves the right to waive this requirement, in writing, at its sole discretion.

If an accrediting body of a program offered by the College, revises or updates its faculty training requirement(s), and the bargaining unit member(s) affected request in writing the right to attend training to fulfill such revised or updated requirement(s), the College will pay the cost of such training (excluding travel expenses) provided the bargaining unit member agrees to remain an employee at the College for a twelve (12) month period after completing the training or the bargaining unit member will reimburse the College for the expense of the training. The College reserves the right to waive this requirement, in writing, at its sole discretion.

For the purposes of this Article, continuing education needed to maintain professional licensure or certification (CEUs), in-house staff development, and in-service training are excluded.

ARTICLE XXVIII- MISCELLANEOUS PROVISIONS

Q. Faculty Secretarial Support

The College will provide a part-time faculty secretary and their primary assignment will be to assist the Department of Health & Public Services faculty and other secondary assignments shall not conflict with primary assignment. If needed, this position will also supervise, manage, and train any interns or work-study employees and assign them general, non-confidential secretarial work.

Eastern Gateway Community College

EGCC Educational Association

1/27/2016: per Dena Anderson: The association indicated that historically wage reopeners are no signed by all parties. The updated document was provided to all members.