



08/16/11
11-MED-05-0860
1086-02
K28057

SCHOOL SUPPORT PERSONNEL AGREEMENT

NORTHWEST STATE COMMUNITY COLLEGE

AND

**NORTHWEST STATE COMMUNITY COLLEGE
EDUCATION ASSOCIATION**

2011-2015

TABLE OF CONTENTS

ARTICLE I: RECOGNITION	1
A. Recognition	1
B. Definition	1
C. Fair Share Fee	2
ARTICLE II: NEGOTIATIONS	4
ARTICLE III: MANAGEMENT RIGHTS	4
ARTICLE IV: ASSOCIATION RIGHTS	5
ARTICLE V: INDIVIDUAL RIGHTS	7
ARTICLE VI: GRIEVANCE/ARBITRATION	7
A. Construction	7
B. Scope	7
C. Step One	8
D. Step Two	8
E. Arbitration	9
F. Arbitrator's Decision and Compensation	9
G. Limitation of Arbitrator's Authority	9
ARTICLE VII: WORK YEAR, WORK WEEK, WORK DAY	10
A. Work Year	10
B. Work Week	10
C. Work Day	10
D. Relief Time	11
E. Overtime/Extra Hours	11
F. Calamity Days	12
G. Flex Time	12
H. Part-time Additional Work	13
I. Teaching	13
ARTICLE VIII: WORKING CONDITIONS	13
A. Health and Safety	13
B. Students	13
C. Supervision	14
ARTICLE IX: PERSONNEL FILES	14
ARTICLE X: VACANCIES, TRANSFERS, AND PROMOTIONS	14
A. Definition	14
B. Posting	15
C. Application	15
D. Filling Positions	15
E. Trial Period	15
F. Miscellaneous	16
ARTICLE XI: SENIORITY	16
A. Definition	16
B. Part-time Employees	16
C. Probationary Employees	17

D. Posting of List.....	17
E. Incapacitation	17
F. Seniority Rights	17
G. Accrual	17
ARTICLE XII: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL.....	17
A. Definition	17
B. Layoff.....	17
C. Work Hour Reduction	18
D. Rights While On Layoff.....	18
E. Recall	18
F. Miscellaneous.....	19
ARTICLE XIII: VACATIONS	19
A. Eligibility	19
B. Amounts	19
C. Usage	19
ARTICLE XIV: JOB CLASSIFICATIONS.....	20
Classification System.....	20
ARTICLE XV: JOB DESCRIPTIONS.....	21
ARTICLE XVI: HOLIDAYS	22
ARTICLE XVII: INSURANCE	24
A. Hospitalization and Major Medical.....	24
B. Dental.....	25
C. Vision.....	26
D. Life Insurance.....	26
E. 125 Plan	27
ARTICLE XVIII: LEAVES OF ABSENCE	27
FMLA.....	27
A. Sick Leave.....	27
B. Personal Leave	30
C. Personal Leave – Part-time Employees	30
D. Maternity/Paternity Leave.....	31
E. Military Leave	31
F. Jury Duty	31
G. Professional Leave.....	31
H. Leave of Absence Without Pay	32
ARTICLE XIX: EVALUATION.....	32
ARTICLE XX: DISCIPLINE AND DISCHARGE.....	33
ARTICLE XXI: CONFLICT WITH REGULATIONS.....	34
ARTICLE XXII: SALARY	34
A. Master Schedule	34
ARTICLE XXIII: TRAVEL	35
ARTICLE XXIV: PAYROLL PRACTICES.....	35
A. Prior Experience.....	35
B. Pay Schedule	35

C. Payroll Deductions	35
D. College Credit.....	36
ARTICLE XXV: WAIVER OF INSTRUCTIONAL FEES.....	36
A. All Support Staff Personnel	36
B. Dependents of Support Staff Personnel	37
C. Procedures for Obtaining the Instructional Fee Waiver	37
ARTICLE XXVI: SERS RETIREMENT AND PICK-UP OF SUPPORT PERSONNEL CONTRIBUTIONS TO SERS.....	38
ARTICLE XXVII: ABSENCE FROM DUTY.....	39
ARTICLE XXVIII: MISCELLANEOUS.....	39
A. Parking	39
B. Uniform and Tools	39
C. Use of College Car	39
ARTICLE XXIX: SUBCONTRACTING	40
A. Bargaining Unit Work.....	40
B. Auxiliary Operations	40
ARTICLE XXX: NO STRIKE, NO LOCKOUT	41
ARTICLE XXXI: PAST PRACTICE.....	41
ARTICLE XXXII: SEVERANCE.....	41
ARTICLE XXXIII: DURATION OF AGREEMENT.....	42
APPENDICES:	43
A – Salary Schedule (Annual Rates)	43
A – Salary Schedule (Per Diem Rates).....	44
A – Salary Schedule (Per Hour Rates)	45
B – Northern Buckeye Education Council Access +1A Plan.....	46
C – Northwest State Community College Support Staff Job Description	57
D – Northwest State Community College Formal Grievance Request.....	59
E – Artificial Placements	60
F – Child Development Center Memorandum of Understanding	61
G - List of Eligible Support Staff per the Child Development Center MOU	63

ARTICLE I: RECOGNITION

A. Recognition

The Northwest State Community College Board of Trustees, hereinafter referred to as "Employer" or "College", hereby recognizes the Northwest State Community College Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as "Association", as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 of the Ohio Revised Code, for all personnel whether full-time or part-time, bargaining unit member on leave or temporarily absent, on a per diem, hourly or class rate basis, employed or to be employed by the Employer performing or to perform any work currently being performed by bargaining unit members or any similar work, including by way of illustration only, but not limited to Secretaries, Assistant Librarians, Custodians, Switchboard Operators, Receptionists, Computer Programmer/Lab Assistant, Network Technician, Network Administrator, Computer Programmer, and all other School Support Personnel, but excluding all professional, managerial and supervisory employees, confidential employees, students, casual and seasonal employees as defined in 4117.01 of the O.R.C.

B. Definition

1. Probationary Period

All full-time and part-time employees will be considered probationary for a period of six (6) calendar months. The employment of the probationary employee may be terminated by the Administration at any time during this period.

2. Substitute Employee (also known as temporary)

An employee who is employed to fill a full-time or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of one (1) calendar year with the exception of positions vacated by employees on leaves of absence.

3. Part-Time Employee

A part-time employee is one who works less than forty hours per normal work week. Part-time employees are entitled to benefits with premiums paid by the College in proportion to the percentage of a full work week worked (pro rata). A part-time employee must work fifteen (15) or more hours per week to be eligible for medical benefits.

4. Full-Time Employee

A full-time employee is one who works 40 hours per normal work week. Full-time employees are entitled to benefits with premiums paid by the College. Employees working full-time on the academic year work schedule are entitled to full benefits as though they worked a twelve (12) month year.

C. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of employees who elect not to become or to remain members of the Northwest State Community College Education Association, a fair share fee for the Association'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 Association'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 one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association monthly.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

b. Upon Termination of Membership During the Membership Year

The Employer shall, upon notification from the Association 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 Employer further agrees to accompany each such transmittal with a list of the names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Employer 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 employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the state of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in action;
- d. The Employer acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE II: NEGOTIATIONS

- A. Negotiations will be governed by the provisions of the Ohio Revised Code, Chapter 4117.14. The parties specifically agree not to engage in binding interest arbitration.
- B. Unit members will be given time to bargain during normal work hours as long as their work gets done. If the College deems it necessary to have coverage for the employee released for bargaining, the supervisor for that position can contact other supervisors of unit members to find a qualified unit member for temporary reassignment. Up to three unit members who are actively engaged in the negotiation process will be released to negotiate during normal work hours. In addition, either party can bring a "person-in-training" for up to 20 hours of release time with the provision that the "trainee" will be an active participant during the next negotiation process. By mutual consent, a note taker can be asked to attend part or all of the negotiations. If negotiations are scheduled outside a person's normal workweek, the employee will be allowed to flex his/her hours.

ARTICLE III: MANAGEMENT RIGHTS

Except as may be limited by law or the express terms of this agreement, the College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations, and rules as it may deem necessary, in such manner as the College shall determine. Except as may be limited by law or the express terms of this Agreement, the College's right to manage its operations shall include, but not be limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, and programs of the College, standards of services, its budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire support personnel;
3. Maintain and improve the efficiency and effectiveness of College operation;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, discharge or lay off, transfer, assign, schedule, promote, or retain support personnel;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College;

8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a governmental unit;
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

ARTICLE IV: ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs or the performance of support personnel's responsibilities.
- B. The Association shall be permitted reasonable use of College rooms and equipment on the same basis as other support personnel groups or support personnel members, provided such use does not interfere with the normal hours and operation of the College. The use of College facilities must be scheduled through the Facility Scheduler and may be posted on daily calendar. If the use of any facility results in additional costs to the College, such as extra custodial time, the Association shall reimburse the College for costs that would not otherwise be incurred. Costs for use of equipment, such as photocopiers and telephone calls, shall also be reimbursed to the College.
- C. The Association shall be provided use of a College bulletin board in designated areas for official Association business. Employee mail boxes may be used by the Association on the same basis as other associations, groups, or individuals within the College.
- D. All grievances shall be conducted during regular working hours (8:00 AM to 4:00 PM). At a Step One or Step Two meeting, the grievant and a maximum of two (2) unit members who are grievance representatives will be compensated for this time. The grievance representatives shall not be from the same department. Multiple grievants may be called into grievance meetings one-by-one so as not to disrupt work. Additional unit members may be called in to testify during arbitration. If meetings are scheduled outside member's normal working hours, the member will, at the option of the College, be allowed to flex his/her hours or be paid overtime if otherwise required by this Agreement.
- E. If an unfair labor charge is filed by either party and SERB finds probable cause, or if a unit determination is filed by either party and a hearing is scheduled which requires unit representatives to go to SERB, up to two (2) unit representatives will be given release time to attend if deemed appropriate. Those representatives shall be compensated for their normal work hours.

- F. Upon request, the Employer will provide the Association with one copy of Employer policies, rules and regulations. A second copy of the document(s) shall be placed in the College library. Upon request, the employer will additionally provide the Association with one copy of each detailed Treasurer's Report, the annual budget, and the annual year-end financial report. The employer will post the agenda for each Board of Trustees meeting on the Association bulletin board at least three (3) days in advance of the meeting when possible. Minutes of each Board of Trustees meeting will be on file in the library and the business office after they are officially approved and will be available for all to inspect. An Association representative shall be permitted to address the Board of Trustees at each Board meeting provided their request is received in time to be placed on the Board's agenda.
- G. A copy of the negotiated agreement will be available to the Association and its members in PDF file format in a secure area of the college website or employee self-service area.
- H. The Employer shall provide the Association with a place to store a filing cabinet.
- I. The rights granted to the Association pursuant to this Agreement will not be given to any labor organization competing with the Association for the right to represent the bargaining unit.
- J. The College agrees to deduct Association dues and assessments in nine equal installments from the salaries of all unit members in the bargaining unit whose lawful, written authorization for such deductions it possesses. Individual authorizations shall continue in effect until such time as the unit member gives timely written notice to the College to discontinue such deductions, employment with the College terminates, or the individual ceases to be a member of the bargaining unit. As soon as the Human Resource Office knows that a bargaining unit member is leaving the employ of the College, the Association Treasurer will be informed. Except where the unit member resigns, retires, leaves the bargaining unit or otherwise leaves the employ of the College, notice to withdraw authorization of payroll deductions for Association dues and assessments shall be considered timely if submitted by December 15 annually.

The amount to be deducted annually for dues shall be made known to the College by the President of the Association no later than October 1 of the academic year. The amount to be deducted for assessments, if any, when made known to the College shall be deducted in nine (9) equal amounts over five months, starting with the January 31 pay. The College shall forward to the Association Treasurer the payroll deductions in five monthly installments accompanied by a list of the staff members and the amount of the deduction for each such individual. The College shall levy no charge upon the Association for administering the payroll deduction. Deduction of dues for newly hired persons who start after December will be made by the College, when notified by the Association, pro-rated in the remainder of the nine (9) installments.

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that

may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

ARTICLE V: INDIVIDUAL RIGHTS

- A. The Board will uniformly administer the terms of this Agreement for all members of the bargaining unit. No employee will be treated in an arbitrary, capricious, or discriminatory manner by the Board.
- B. At the time of hire a new employee shall receive the following documents: job description, school support personnel agreement, insurance/benefit information (including but not limited to: policies and informational booklets), employment contract and copy of written rationale for placement on salary schedule. Each new employee will initial a checklist as the documents are received and the employee will be provided a copy of his/her initial dated checklist when it is completed.
- C. The College will continue to respect the reasonable expectations of privacy which employees have in regard to their personal effects on College property. The College will not gain access to an employee's password protected computer information, or office space, except for reasonable cause or as necessary to maintain the computer system. Other staff will access a member's office space for defined job-related reasons only and will consider this office space as private.

ARTICLE VI: GRIEVANCE/ARBITRATION

A. Construction

Nothing contained in this Article will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved, whenever possible, before the filing of a formal grievance and the parties encourage open communication between the Employer and its Employees so that resorting to the formal grievance procedure will not be necessary. During all phases of the grievance process the Association shall have the right to be present. Unless the parties enter into a written waiver to the contrary, Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made. In computing any time limit specified in this Article, Saturdays, Sundays and holidays shall be excluded. The grievance process will be held at the NSCC Campus whenever possible.

B. Scope

A grievance is an allegation or complaint that there has been a violation, misinterpretation or misapplication of the terms and conditions of this Agreement or

any complaint alleging improper, arbitrary, capricious or discriminatory enforcement or application of Employer policy, rules, regulations, practices and/or procedures affecting bargaining unit members. Grievances can be initiated at Step 1 or Step 2 if an Association grievance. Grievances shall be presented and handled during regular working hours (8:00 AM to 4:00 PM). Other times for hearings and meetings shall be set by mutual agreement of the parties. Compensation for a bargaining unit member will not be reduced as a result of participating in any grievance proceeding. An employee shall not be disciplined for participation in the grievance procedure.

C. Step One

A grievance shall be initiated, by the grieved person, by serving verbal notice of the issue to the appropriate Employer representative within fifteen (15) days after occurrence of the facts upon which it is based or within fifteen (15) days after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence. Individual employee grievances shall be filed verbally at Step One if the immediate supervisor has the authority to grant the relief sought.

The immediate supervisor shall schedule a Step One meeting and notify the Association and the grievant, if other than the Association, of the time and place of the meeting. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within seven (7) days after the grievance is filed. Within five (5) days after the Step One meeting, the immediate supervisor shall provide the Association and the grievant, if other than the Association, with a verbal or written answer to the grievance.

Attempts will be made to resolve any in-house grievance, prior to any SERB filing. The Association may file for SERB involvement at any time, but will consider requesting a 30-day stay to give the in-house grievance process time to be resolved on its own before any SERB action.

D. Step Two

If the Association or the grievant is not satisfied with the Step One answer to the grievance, it may be advanced to Step Two by filing written Notice of Appeal with the Human Resource Office, within ten (10) days of the filing of the Step One answer. The written notice of the grievance shall state the facts upon which the grievance is based, the basis for the grievance (including contract articles, College policy, rules, regulations, practices and/or procedures, when applicable) and the relief and remedy sought. The Support Staff Grievance Committee, Executive Committee, or their designee may file a grievance at Level Two with or without participation of the grieved person.

Grievances on behalf of employees in more than one work station or job classification and all Association grievances shall be initially filed at Step Two. Following receipt of a written Notice of Appeal from Step One or the appropriate initial filing of a grievance at Step Two, a Step Two hearing will be scheduled by the President or his/her designee, and will be completed within ten (10) days after the receipt of said Notice

of Appeal or said grievance, unless the parties agree in writing to extend the time for such hearing for a specified period. The President or his/her designee shall provide the Association and the grievant, if other than the Association, with a written answer to Step Two within fifteen (15) days of the completion of the Step Two hearing. It is understood and agreed that an answer provided by the President's designee, in the absence of the President, shall have the same effect as if it had been answered by the President.

E. Arbitration

If the Association is not satisfied with the Step Two answer, it may, within thirty (30) days of the filing of the Step Two answer, advance the grievance to arbitration by giving simultaneous written notice of such appeal to the American Arbitration Association and the President or his/her designee. Upon receipt of the required notice of arbitration, the President or his/her designee and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format for the arbitration proceeding. The procedural format shall be the American Arbitration Association rules for voluntary labor arbitration. The arbitrator shall be selected according to the appropriate procedural format and in no case shall s/he be selected more than ten (10) days after receipt by the parties of a list of arbitrators from the American Arbitration Association.

The Association will as a courtesy attempt to notify the Human Resource Office of its intent to advance the grievance to arbitration before notifying AAA. However, failure to notify the Human Resource Office will in no way hinder the grievance process.

F. Arbitrator's Decision and Compensation

The Arbitrator will render his decision in writing thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him and his decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Employer and the Association will bear their own grievance process and arbitration expenses individually and the arbitrator's fee and expenses will be paid by the party that does not prevail in said arbitration.

G. Limitation of Arbitrator's Authority

The jurisdiction and authority of the arbitrator shall be limited to the interpretation of the written provisions of this Agreement and to Employer policy, rules, regulations, practices and/or procedures affecting bargaining unit members. The Arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this agreement or Employer policy, rules, regulations, practices and/or procedures affecting bargaining union members.

ARTICLE VII: WORK YEAR, WORK WEEK, WORK DAY

A. Work Year

The work year for all employees shall be twelve (12) months, commencing with July 1 of each year.

The work year for part-time unit members shall be determined by the needs of the college.

B. Work Week

1. The work week for all employees is Monday through Friday and is of forty (40) hours duration. Part-time employees will have stated "normal" weekly hours. The employer will assign part-time employees as needed based on workload, while maintaining a 15% variance for cuts in time. The need for cuts beyond 15% could be remedied by choice of employee to transfer to another department (if qualified) or layoff of the least senior employee(s) in the affected department.

2. Full-time employees are expected to work a minimum of eight hours per day with paid breaks, unpaid lunch, and overtime compensation in accordance with the Fair Labor Standards Act.

Overtime compensation for all employees will begin after forty (40) hours per week.

C. Work Day

Part-time employees may be assigned hours that cross traditional shift boundaries and do not receive shift premiums. Generally the work day for custodians and other full-time employees is divided into three shifts as follows:

	<u>Other Employees</u>	<u>Custodians</u>
First Shift:	8:00 a.m. - 4:30 p.m.	7:00 a.m. - 3:30 p.m.
Second Shift:	3:00 p.m. - 11:30 p.m.	3:30 p.m. - 12:00 midnight
Third Shift:	11:00 p.m. - 7:30 a.m.	10:30 p.m. - 7:00 a.m.

Normal work hours are stated on the job description. Hours outside these shifts will be negotiated within the Job Audit Committee.

Full-time employees working the second shift will receive an additional five percent (5%) and those working the third shift will receive an additional ten percent (10%) in premium pay.

Full-time first shift employees are entitled to a thirty (30) minute lunch period during each shift during Fall and Spring semester when credit classes are in session. At all other times, the lunch period shall be sixty (60) minutes in duration. Effective July 1, 2012 this sixty (60) minute lunch period will be unpaid.

D. Relief Time

Relief time (break) is defined as a paid break from job responsibilities and is not to be taken at the end of shift.

All full-time employees will be entitled to one (1) twenty (20) minute relief time during each full shift.

All part-time employees scheduled to work four (4) hours or more but less than five (5) are entitled to one (1) twenty (20) minute relief time. Part-time employees scheduled to work five (5) or more hours shall be entitled to a thirty (30) minute relief break.

E. Overtime/Extra Hours

Overtime/extra hours work cannot be assigned with less than twenty-four (24) hours notice except in an emergency situation. It is understood that overtime must be approved by the supervisor's supervisor as outlined in the Employers Policy Manual.

Hours outside regularly scheduled hours and above and beyond the full-time work weeks of 40 hours are overtime/compensatory time and shall be paid at one and one-half (1-1/2) times the regular rate of pay/time during the work week. Overtime hours earned may be taken as overtime pay or accumulated as compensatory time. Any compensatory hours earned shall be used within the next 30 days. Overtime pay/compensatory time for all employees will be determined as follows:

Regular Sunday is double-time;
Sunday designated holiday is triple-time
Designated Holiday is otherwise double-time; and

Overtime/extra hours shall be divided among employees within each job classification as follows:

1. Overtime/extra hours shall first be offered to the employee having the greatest seniority who is qualified to do the activity that would not put the employee over 37 ½ hours for the week.
2. Next overtime/extra hours shall be offered to the employee having the greatest seniority who is qualified to do the activity.
3. If all (full-time and part-time) employees in the affected job classification refuse the overtime following a second offer, the least senior full-time employee who is

qualified to perform the work may then be required by the Employer to perform the overtime work.

To qualify for overtime, the employee must be able to perform all work appropriate to the occasion and without supervision. If deemed necessary, employee may be required to demonstrate competency after appropriate training is provided.

Saturday Custodial Overtime

Custodial overtime needed on Saturday will be rotated based on seniority order. A schedule will be posted at the start of every semester. If one cannot work at the assigned time, the person must notify the supervisor by Wednesday of that week. A replacement will be found by the supervisor based on the seniority rotation. Efforts will be made to balance the overtime. If all (full-time and part-time) employees in the affected job classification refuse the overtime following a second offer, the least senior full-time employee who is qualified to perform the work may then be required by the Employer to perform the overtime work.

F. Calamity Days

A calamity day is a day (or portion of a day) when the College is closed by the administration for reasons beyond their control.

Full-time employees will receive their regular pay for all calamity days.

Part-time employees will be paid for calamity days for their scheduled hours up to their calculated banked hours. Documentation for these hours will be taken from the August seniority posting which shows the part-time employee's average/typical weekly hours worked. Banked hours will be determined by dividing the employee's total days worked into their total hours worked to determine their average hours worked per day. That number will be multiplied by 3 to determine the hours to be banked for the year. These hours will be in effect from September 1 to August 31 of each year.

If employees are asked to work on a calamity day, they will receive their regular pay or flex time for time worked in addition to their regular pay for the calamity day.

G. Flex Time

Flex time is a concept which allows redistribution of employees' work hours within the following guidelines. It does not change the total number of hours worked, but does allow flexibility of the work schedule.

Flex time may be initiated by either the employer or the employee. If flex time is initiated by the employer, it must be approved by the employee. If flex time is initiated by the employee, it must be approved by the supervisor.

No more than 15% of an employee's normal work hours can be flexed in a month. Exceptions to the 15% rule will be made for calamity days and when an employee is needed due to a supervisor's or another employee's absence from work. It is understood that all flex time will be reported to and approved by the supervisor's supervisor as outlined in the Employers Policy Manual.

H. Part-time Additional Work

When it is necessary to hire a substitute or temporary employee, interested part-time employees, in order of seniority within that department, will be offered the additional work before utilizing outside persons, if the part-time person's schedule permits.

At the beginning of each academic year, part-time employees will be allowed to show their willingness to perform additional part-time work in other departments by signing an interest list in general areas, such as but not limited to: kitchen/catering, custodial, and general clerical. A seniority list will be developed by Human Resources and as work becomes available, persons on the list will be contacted. After a person has refused work two times, they may be removed from the list. It is understood the pay for this employment will be at the State of Ohio/Federal minimum wage unless given notice otherwise. (These hours will never be considered for flex hours, or compensatory time.)

I. Teaching

All support staff members teaching part-time courses outside their normal workday will be compensated according to the part-time faculty pay schedule.

ARTICLE VIII: WORKING CONDITIONS

A. Health and Safety

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No employee shall be required to use any equipment which is in an unsafe condition to the extent that it would be reasonably likely to cause injury to any person. All employees shall be required to use safety equipment at all times where such equipment is provided by the Employer. No employee shall be required to work in any area where friable asbestos is present. The requirements of OSHA and UL shall be strictly enforced and any violation thereof shall constitute a grievable item. Personal safety of employees in any area of the school and at any time when they are assigned to work shall be the responsibility of the Employer.

B. Students

The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The

Employer shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

C. Supervision

Each employee shall have an identifiable supervisor who will resolve prioritizing of workload problems.

ARTICLE IX: PERSONNEL FILES

- A. A personnel file on each employee shall be maintained in the Human Resource Office.
- B. Any employee may review and make copies of his/her personnel file, during the normal business day.
- C. An employee's personnel file is confidential and access is restricted to the employee, persons acting on behalf of the Board of Trustees, federal and state agencies that have the authority to examine the files, Accreditation/Certification Agencies or where access is required by court order. No one, other than the above, shall be permitted access to or copies of personnel files without written notification to the employee.
- D. Nothing in this Personnel Files Article shall be construed as limiting any statutory rights that the employee may have regarding his/her personnel file.
- E. Anonymous letters or materials shall not be the basis for any adverse actions taken against any employee or be placed in an employee's file.
- F. An employee will be sent a copy of any item to be either added or deleted from his/her personnel file, and shall have the opportunity to acknowledge by signature in the file the addition or deletion of same. The signature only acknowledges receipt of document, not agreement with its contents. The employee shall have the right to reply to any appraisal material in a written statement to be entered in the personnel file. (previously in section D above)

ARTICLE X: VACANCIES, TRANSFERS, AND PROMOTIONS

A. Definition

A vacancy shall be defined as a newly created position or a present position that is not filled. A transfer shall be defined as a lateral move within a job grade or a move

to a lower job grade. A promotion shall be defined as a move to a position in a higher job grade.

B. Posting

All vacancies shall be posted on a bulletin board near the Human Resources Office and in the Copy Center for a period of five (5) workdays and sent out electronically via e-mail to all employees. Each posting shall contain the following information and be in agreement with the job description:

1. Job title (classification)
2. Location of work
3. Starting date
4. Rate of pay contingent on range and classification
5. Hours to be worked
6. Minimum requirements

Providing an appropriate vacation leave form indicating a telephone number where an employee may be reached while on vacation is filed with the Employer, an employee on vacation will automatically be considered to have bid on any vacancy occurring during said vacation.

C. Application

Interested employees may apply in writing to the Human Resource Office or designee within the five (5) day posting period. Additional time will be provided where necessary to provide transcripts and letters of reference.

D. Filling Positions

Vacancies shall be filled with the most senior qualified applicant. Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association. All vacancies shall be filled within thirty (30) days of their occurrence, if possible.

E. Trial Period

In the event of promotion or transfer from one classification to another or to a non-union position, the employee shall be given a trial period in which to demonstrate his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee feels that they are unsuited for the position, they may return to their prior position during the first thirty (30) days of the trial period. If, in the opinion of the Administration, the employee is unable to demonstrate ability to perform the work required during the first sixty (60) days of the trial period, the employee shall be returned to his/her previous assignment.

F. Miscellaneous

1. Employees shall not be placed on a lower salary step due to transfers unless such transfer is the result of a necessary reduction in force. In addition, this provision shall not be interpreted so as to waive the employee's right to voluntarily accept a lower paying position.
2. The parties agree that involuntary transfers of employees are to be effected only for reasonable and just cause.
3. Promoted employees will be placed on a step that equates to their prior experience related to their new position and the step per diem rate or hourly rate will not be less than the per diem or hourly rate that they are leaving.
4. Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
5. Any employee filling in for a released employee during negotiations would continue to receive their own rate of pay.

ARTICLE XI: SENIORITY

A. Definition

Seniority shall be defined as the length of continuous service at the College as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day. If unit member transfers to a non union position and returns to the bargaining unit within 60 days, his/her seniority reverts to seniority before leaving the unit. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

B. Part-time Employees

Part-time employees are included within the bargaining unit, and shall accrue seniority on a pro-rata basis. Pro-rata seniority will begin September 1, 1994.

Part-time seniority will be determined by using the following calculation:

Total hours paid or counted as FMLA in a (12) twelve-month period (January 1 through December 31) for a given employee divided by 1950.

This gives a factor for the (12) twelve-month period which is added to the employee's current seniority credit, with a maximum of 1 year credit per calendar

year. Interim calculations will be made if needed to determine seniority for contractual reasons.

C. Probationary Employees

Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

D. Posting of List

The Employer shall prepare, maintain and post the seniority list which includes stated typical hours. Revisions and updates will be prepared and posted annually in the Copy Center and a PDF file posted on the web site. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

E. Incapacitation

Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may at his/her option be employed at other work on a job that is operated by the Employer which he/she can do, without regard to any seniority provision in this Agreement.

F. Seniority Rights

All employees shall receive seniority rights as provided in this Agreement. Seniority shall be lost by a employee upon termination, resignation, retirement or if the employee transfers to a non-bargaining unit position and remains in that position for more than 60 days.

G. Accrual

Seniority shall continue to accrue for the first year of an approved leave of absence.

ARTICLE XII: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Definition

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.

B. Layoff

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff. In the event of a necessary reduction in work

force, the Employer shall first lay off probationary employees, then other employees in inverse order of seniority. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior employee.

Employees who are employed on grant monies shall be notified of a reduction in force within thirty (30) days after the College has notification that the grant monies will no longer be available.

C. Work Hour Reduction

There shall be no reduction in the normal work hours provided for any employee or position, other than part-time positions as acknowledged in Article VII, paragraph B, without the prior agreement of the Association. In the event of a reduction in the work hours in a job classification, employees with the greatest seniority may use same to maintain their normal work schedule by displacing employees with less seniority on the work schedule. In no case shall a reduction of any employee's work hours, other than the exception noted above for part-time employees, take effect until ten (10) workdays after written notice to the affected employee(s) is given by the Employer.

D. Rights While On Layoff

A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Fringe benefits will be continued by the College until the end of the month in which the layoff occurred. Laid off employees may continue their health, dental and vision insurance benefits through the COBRA law. The appropriate information will be supplied to the employee at the time of the layoff.

E. Recall

Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to full-time work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall accrue seniority up to two (2) years during the period of such layoff.

F. Miscellaneous

The parties to this agreement will develop a plan to deal with the concept of short-term furloughs and will finalize a plan within 90 days of ratification and Board of Trustees approval.

ARTICLE XIII: VACATIONS

A. Eligibility

Full-time 12-month employees shall receive paid vacation time. Said vacation time may be used by eligible employees at a mutually agreeable time. No employee scheduled to work less than 40 hours/week for twelve (12) months is eligible to receive vacation.

B. Amounts

1. New Staff

New support staff employees shall accrue vacation monthly for a maximum of ten (10) days per year. Vacation credit is accrued from the first day of service.

2. Other Staff

After four (4) but less than seven (7) years of continuous service, vacation will accrue monthly for a maximum of fifteen (15) days per year.

After seven (7) years of continuous service vacation will accrue monthly for a maximum of twenty (20) days per year.

3. Carry-over

a. An employee shall forfeit the right to take or to be paid for any accrued vacation time which is in excess of the maximum allowed for two and one half (2 1/2) years of service. Such excess vacation shall be eliminated from the employee's vacation balance.

b. Vacation may be accrued to a maximum allowed of two and one-half years through December 31.

1) Upon December 31 of each year, an accrual over the maximum allowed for two years will be forfeited.

C. Usage

Vacation time will be deducted from each employee's accrued vacation time on the basis of one-half (1/2) hour of vacation time for one-half (1/2) hour of absence.

Effective through June 30, 2012: Employees who work four (4) or more hours on a day when Fall and Spring classes are not in session, will be accountable for seven (7) hours of absence that day rather than seven and one-half (7-1/2) hours.

Example: An employee typically works from 8 A.M. to 4 P.M. The employee works from 8 A.M. to 12 noon and then leaves for vacation. The employee would be accountable for three (3) hours of absence on a vacation form.

The employee who works less than four (4) hours on a day when Fall and Spring classes are not in session, will be accountable for seven and one-half (7-1/2) hours of absence that day. Employee works from 8 A.M. to 11:30 A.M. and then leaves work for vacation, would be accountable for four (4) hours of absence on a vacation form.

ARTICLE XIV: JOB CLASSIFICATIONS

Classification System

Each School Support Employee position will be placed within one of the columns of the classification system. Some factors considered in the placement of positions include, but not limited to, knowledge, complexity, responsibility, personal contact, nature and purpose, physical conditions, organization required.

1. There shall be no change in classification unless there is a significant change in the job duties.
2. The Job Audit Committee will evaluate requests for change in classification. The Job Audit committee shall consist of three administrators and three members of the Support Staff Negotiations Committee, or their designee. Members of the committee shall not be from the same department and will serve for a minimum three (3) year term rotating one (1) member from each side each year. The employee and the employee's supervisor shall serve the committee as reference persons only. The Committee will select a chairperson from the members of the committee.
3. A request for a change in classification, based on a significant change in job duties may be initiated by an employee, the administration, or the NSCC Support Staff Negotiations Committee. The Party requesting the change in classification shall complete a Position Description Questionnaire (PDQ). This is used to collect sufficient information about the position, duties, responsibilities, and qualifications in order that an appropriate assignment of a classification and corresponding pay grade can be made by college personnel.

After such a request, the parties agree to attempt resolution of the issue within a thirty day (30) time period and the committee shall render a written decision based on majority vote of the committee. The rate of pay for the classification or reclassification will be effective on the date of the filing or the date the committee renders to be appropriate. In case a majority consensus is not reached, the President of the College shall cast the deciding vote. In addition, the President of the College may accept or reject the decision of the committee.

If a position is moved to a lower classification, the affected employees have the rights described in Article XII-B.

A second request for a change in classification within a year must document new rationale.

4. New support staff positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions specify duties that are performed by unit members or which by the nature of the duties should reasonably be assigned to the bargaining unit. All new position's job description will be developed by the administration and will be bargained by the administration and the Support Staff Negotiations Committee, along with the wages, hours, terms and conditions of employment.
5. Any new classes in the classification system will be bargained by the administration and the Support Staff Negotiations Committee, along with the wages, hours, terms and conditions of employment for said classes.

ARTICLE XV: JOB DESCRIPTIONS

Each unit member shall have an appropriate and up-to-date job description on file within the departmental or divisional offices, with additional copies to be maintained within the unit member's personnel file and within a master job description file in the Human Resources Office.

1. All job descriptions shall be prepared on the standard form. (See Appendix C)
2. Each job description for a unit member shall specify the job or position title, the position to which the job reports, bargaining unit status and class, normal weekly hours, work year, and starting and ending times. In addition, the description will contain the qualifications and skill levels, a brief general description and a list of specific duties and/or special conditions applicable to the specific job.
3. Changes to the job description that result in change of starting and/or ending time for full-time employees, part-time to full-time, or classification will require the position to be re-posted. However, if an employee has been in a position for a period of three (3) or more years, the position shall not be reposted. Special circumstances

will be reviewed and mutually agreed to by the Support Staff Negotiations Committee and the Director of Human Resources.

In the event that the qualifications of a position change to require an associate's degree, current employees without a degree will be exempt from this requirement.

ARTICLE XVI: HOLIDAYS

- A. All full-time 12-month support personnel shall be paid their regular rate of pay provided the holiday falls during the normal work week of the employee and the holiday being as the Board of Trustees declares. No employee scheduled to work less than 40 hours/week for twelve (12) months is eligible to receive holiday pay.
 - 1. Labor Day
 - 2. Thanksgiving Day
 - 3. Friday after Thanksgiving Day
 - 4. Christmas and New Year's Holidays (see below)
 - 5. Martin Luther King Day
 - 6. Memorial Day
 - 7. Independence Day
- B. See calendar for end of year holiday period.
- C. In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as a holiday; if the holiday falls on a Sunday, the College may designate either the preceding Friday or the succeeding Monday to be observed as the holiday.
- D. In the event any of the aforesaid holidays fall during full-time employee's scheduled vacation, the time will not be charged against vacation leave.
- E. If there are concerns with the established Special Days on the following calendar, those concerns will be negotiated between the Administration and the Support Staff Negotiations Committee a minimum of four (4) months in advance of the Holiday Calendar. In no event will the number of Special Days be reduced.

ARTICLE XVI: HOLIDAYS

**2011-2012
DECEMBER**

SUN 18	MON 19	TUES 20	WED 21	THURS 22	FRI 23	SAT 24
				Special	Christmas Eve	
25	26 Christmas Day	27 Special	28 Special	29 Special	30 New Years Eve	31
1	2	3	4			

January 2, 2012 will be considered a normal work day and all employees will receive a floating Holiday to be used during the 2012 calendar year. All employees who work a full day on January 2, 2012 will be eligible to cash in one week of earned vacation, which will be paid on January 15, provided that they have used 2 weeks of vacation during the previous calendar year.

**2012-2013
DECEMBER**

SUN	MON	TUES	WED	THURS	FRI	SAT
23	24 Christmas Eve	25 Christmas Day	26 Special	27 Special	28 Special	29
30	31 New Years Eve	1 New Years Day	2 Special			

**2013-2014
DECEMBER**

22	23 Special	24 Christmas Eve	26 Christmas Day	27 Special	28 Special	29
30	31 New Years Eve	1 New Years Day	2 Special			

**2014-2015
DECEMBER**

SUN 21	MON 22	TUES 23	WED 24	THURS 25	FRI 26	SAT 27
			Christmas Eve	Christmas Day	Special	
28	29 Special	30 Special	31 New Years Eve	1 New Years Day	2 Special	3

ARTICLE XVII: INSURANCE

A. Hospitalization and Major Medical

Part-time employees are eligible for insurance benefits on a pro-rata basis which will be determined for new employees by the percentage of hours of their position as compared to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be re-calculated by payroll every six (6) months on January 1 and July 1 and will be effective for the following six month period. All other members of the bargaining unit are eligible for hospitalization and major medical insurance effective their first day of service. Such coverage terminates on the last day of service. Hospitalization coverages are available to the employee, the spouse, and unmarried dependent children to twenty-three (23) years of age.

The insurance plan for the employee will be Access +1A. The Access +1A deductible for single is \$250; for family is \$500 per year. Out of pocket max is \$1,000 single; \$2,000 family. Drug co-payment is \$10 for Generic and \$20 for Brand Formulary, and \$30 for Brand Non-Formulary.

ACCESS+1A with the spousal rule in effect.

Annual Salary Range	Yearly Employee Contribution based on current premiums				Per pay	
	Access +1A				Single	Family
	Single	Family	Single	Family	Single	Family
>\$50,000	5.0%	10.0%	\$212.40	\$1,118.16	\$8.85	\$46.59
\$30,001-\$50,000	4.0%	7.0%	\$169.92	\$782.64	\$7.08	\$32.61
\$20,000-\$30,000	3.0%	5.0%	\$127.44	\$559.07	\$5.31	\$23.29
<\$20,000	2.0%	4.0%	\$84.96	\$447.36	\$3.54	\$18.64

Employees will receive a \$450 contribution to their Section 125 account on 1/1/2012, 1/1/2013, 1/1/2014 and 1/1/2015. This account may be used by the employee to offset any increased out of pocket expenses.

The Access +1A insurance coverage is explained in Appendix B.

New eligible unit members should subscribe at the time of their employment. There is no open enrollment period. Members must notify the Human Resource Department within twenty-five (25) days of a life altering event (i.e., divorce, death of spouse, loss of coverage by spouse) to enroll for health insurance. Refer to the Master Plan Document and Plan Description of the NBEC medical plan for more details. Those who do not subscribe when first eligible must complete a medical history questionnaire for each person who desires coverage. The carrier has the right to reject any of these applications.

The Support Staff Negotiations Committee and the Administration agree to enter into discussions regarding insurance carriers during years when the contract is not being negotiated. It is understood that this will be for the sole purpose of reviewing other insurance providers with the intent being to provide a cost savings to the College.

B. Dental

Part-time employees are eligible for insurance benefits on a pro-rata basis which will be determined for new employees by the percentage of hours of their position as compared to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be re-calculated by payroll every six (6) months on January 1 and July 1

and will be effective for the following six month period. All other members of the bargaining unit are eligible for dental insurance effective their first day of service.

Such coverage terminates on the last day of service. Dental coverage is available to the employee, the spouse, and unmarried dependent children to twenty-three (23) years of age. The Employer shall be responsible for all payment of premiums for full-time employees.

Dental coverage shall not be less than that in effect on September 1, 1991. There is no open enrollment period.

C. Vision

Part-time employees are eligible for insurance benefits on a pro-rata basis which will be determined for new employees by the percentage of hours of their position as compared to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be re-calculated by payroll every six (6) months on January 1 and July 1 and will be effective for the following six month period. All other members of the bargaining unit are eligible for vision insurance effective their first day of service. Such coverage terminates on the last day of service. Vision coverage is available to the employee, the spouse, and unmarried dependent children under age nineteen (19) or to age twenty-three (23) if full-time student. The Employer shall be responsible for all payment of premiums for full-time employees.

Vision coverage shall not be less than that in effect on September 1, 1991.

New eligible employees should subscribe at the time of their employment. There is no carrier specified open enrollment period. Employees may add vision coverage after employment at the option of the college, at the beginning of a month, but insurance may not be dropped and then re-added without good cause.

D. Life Insurance

Each full-time member of the bargaining unit is eligible for a life insurance policy in the amount of \$45,000 with 100% of the premium paid by the Employer. Coverage is effective on the first day of service and will terminate on the last day of service. Part-time employees who regularly work more than five (5) hours per week are eligible for this coverage with premium pro-rated which will be determined for new employees by the percentage of hours of their position to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be re-calculated by payroll every six (6) months on January 1 and July 1 and will be effective for the following six month period. Employees should enroll when they first become eligible for this coverage. While there is no carrier specified open enrollment period, late enrollees must complete a qualifying medical health statement that is subject to the approval of the insurance company.

E. 125 Plan

The College shall provide a 125 plan for all employees.

ARTICLE XVIII: LEAVES OF ABSENCE

FMLA

The Family and Medical Leave Act of 1993 (FMLA) applies to all eligible staff. In summary, FMLA requires that an “eligible” employee must be granted in total up to twelve (12) weeks of unpaid leave during any twelve-month period for any of the following reasons:

1. The birth or adoption of a child or the foster care placement of a child. FMLA leave must be concluded within twelve (12) months of the birth, adoption or placement of the child;
2. To care for the employee’s spouse, child or parent who has a serious health condition;
3. A serious health condition of the employee that makes the employee unable to perform the functions of employee’s job.

The FMLA does not supersede sections in this agreement that provides greater family or medical leave rights than the rights established under FMLA. Conversely, FMLA provides that the rights established for employees under FMLA can not be diminished by any policy or agreement.

The leave granted under FMLA generally is a lesser benefit than that available under this collective bargaining agreement. Because this agreement meets or exceeds FMLA requirements some types of NSCC leave run concurrently with FMLA leave. Those types of leave include Sick Leave, Maternity/Paternity Leave, some types of Personal Leave, and Unpaid Leave of Absence as covered by FMLA law.

Additional information, including forms, procedures, and booklets can be obtained by contacting the Human Resources Department.

A. Sick Leave

1. Accumulation. All employees earn sick leave credit at the rate of one and one-quarter (1-1/4) days per month of completed service. Part-time, daily, or hourly employees accumulate sick leave which will be determined for new employees by the percentage of hours of their position to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be re-calculated by payroll every six (6) months on January 1 and July 1 and will be effective for

the following six month period. Unused sick leave shall be cumulative to a maximum of two hundred sixty (260) days.

2. Credit. The previously accumulated sick leave of an employee who has been separated from the public service within the past ten (10) years shall be placed to his credit upon his re-employment in the public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. The employee must obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.
3. Advance. On reporting to duty, each new support staff employee with no accumulated sick leave or an employee who has exhausted his/her leave shall be credited with a maximum of five (5) days of sick leave. If any of said five days sick leave are used, these days will be deducted from the total sick leave accumulated during the year of service as provided in these regulations. If an employee uses all or part of said five days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the College for sick leave used but not earned at the per diem rate of the employee. This provision shall also apply to support staff employees returning to work after using their full amount of accumulated sick leave.
4. Record. Sick leave that has been accumulated, earned, and used is available on the employee self-service intranet site.
5. Non-forfeiture. Sick leave is not forfeited because of absence without pay, nor is it earned during such absence. A regular or part-time employee who leaves the employment of the College shall retain his accumulated sick leave for ten (10) years from the date of termination of his last employment.
6. Exhaustion of Leave and Separation Benefit. An employee with five (5) years or more seniority who is unable to work in accordance with items in Section 7, usage A, and who has exhausted all sick leave available shall upon application be granted a leave of absence without pay for the duration up to two (2) years. If the employee has less than five (5) years of seniority, the two (2) years will be prorated accordingly. The College will comply with the COBRA law concerning the continuation of benefits provided by this agreement.
7. Usage. Sick leave days may be taken by an employee for the following reasons:
 - a. Personal illness or disability including, but not limited to, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 - b. Exposure to contagious diseases.

- c. Serious illness or other serious medical emergency in the employee's immediate family. Immediate family is designated as husband, wife, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, step-mother, step-father, step-sister, step-brother, or anyone who has held the position of parent or child or is a permanent member of the employee's home.
- d. Bereavement for immediate family up to five (5) days with additional days approved by the immediate supervisor or designated representative. Bereavement for an uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, or any relative, close personal friend, or neighbor up to three (3) days per occurrence, with additional days approved by the immediate supervisor or designated representative.
- e. A certificate stating the general nature of the illness and fitness to return to duty may be required in case of frequent absences or absences of three consecutive days or more. When required, this certificate will be attached to the sick leave form, and remain on file with it. Absences may be considered frequent whenever the sick leave usage rate exceeds 50 percent of the accumulation rate.
- f. Sick leave time will be deducted from each Employee's accrued sick leave time on the basis of one (1) hour of sick leave time for one (1) hour of absence. Sick leave may be taken in one-half (1/2) hour increments.
- g. Employees who work four (4) or more hours, on a day when Fall and Spring classes are not in session, will be accountable for seven (7) hours of absence that day rather than seven and one-half (7-1/2) hours.

Example: an employee typically works from 8 A.M. to 4 P.M. The employee works from 8 A.M. to 12 noon and then leaves for vacation. The employee would be accountable for three (3) hours of absence on a sick leave form.

The employee who works less than four (4) hours, on a day when Fall and Spring classes are not in session, will be accountable for seven and one-half (7-1/2) hours of absence that day. Employee works from 8 A.M. to 11:30 A.M. and then leaves work for vacation, would be accountable for four (4) hours of absence on a sick leave form.

Those employees on the custodial staff would have their base hours be seven and one-half (7-1/2) and eight (8) on the above examples.

- 8. Calamity Days. When support staff members are absent due to illness, they will not be charged for the time that the College was closed due to calamity.

B. Personal Leave

Personal leave with pay will be authorized for all unit members who are full-time employees, up to at least three unrestricted personal leave days per year not to be deducted from sick leave. They cannot be taken immediately before or after vacation days and/or holidays, or the first or last student calendar day, except in case of emergency. Personal leave should not be used for activities or situations for which other provisions for paid time, such as illness, have been provided. Notification (a filled out request form) for personal leave shall be made to the employee's supervisor at least two (2) days prior to such leave, except in case of emergency. Personal leave time will be deducted on the basis of one-half (1/2) hour of personal time for one-half (1/2) hour of absence.

Employees who work four (4) or more hours, on a day when Fall and Spring classes are not in session, will be accountable for seven (7) hours of absence that day rather than seven and one-half (7-1/2) hours.

Example: an employee typically works from 8 A.M. to 4 P.M. The employee works from 8 A.M. to 12 noon and then leaves for personal leave. The employee would be accountable for three (3) hours of absence on a personal leave form.

The employee who works less than four (4) hours, on a day when Fall and Spring classes are not in session, will be accountable for seven and one-half (7-1/2) hours of absence that day. Employee works from 8 A.M. to 11:30 A.M. and then leaves work for personal leave would be accountable for four (4) hours of absence on a personal leave form.

Those employees on the custodial staff would have their base hours be seven and one-half (7-1/2) and eight (8) on the above examples.

Personal leave with pay will be pro-rated for those employees hired after the beginning of a contract year.

All unused personal days per year will be rolled over into accumulated sick leave at the end of each contract year.

C. Personal Leave – Part-time Employees

Beginning January 1, 2001, (or date of this contract) an employee whose position by the job description shows 18 hours or more per week will earn unrestricted personal hours

For employees with less than five (5) continuous years of service for every one hundred twenty (120) hours worked, they will have one hour credited to their account to be used as unrestricted personal time; one (1) hour for every one hundred (100) hours worked for employees with at least five (5) continuous years of service but less than ten (10) years, and one (1) hour for every eighty (80) hours worked for employees with at least ten (10) continuous years of service. An

employee can accumulate up to 22.5 hours. Hours accumulated above 22.5 hours will be forfeited. Normal personal day provisions apply. An exception is given to the part-time employee to use this time for holiday hours.

D. Maternity/Paternity Leave

1. Request for leave of absence for the care of a newborn infant or newly adopted child shall be granted up to a maximum of one full year to a full-time employee. Such request must be submitted to the Supervisor at least eight (8) weeks prior to the beginning of such leave except in emergency circumstances.
2. A written notice of return to active duty must be submitted to the Supervisor not later than the first week of the month preceding the month in which the employee will return.
3. Upon timely written notice and at the expiration of such leave, the employee shall be returned to duty in the same position vacated, unless the position itself has been substantially changed, suspended or eliminated, in which case the College will reassign the affected employee to a position closely matching that prior to the leave.
4. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force.

E. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps., the Ohio Naval Militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties and pay for the difference between their regular salary and their military service pay for which they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any calendar year.

F. Jury Duty

Employees will receive their regular rate of pay while serving as jurors, or acting as witnesses in court. Any money paid to the employee by the court shall be returned to the College. The employee is required to present proof of jury duty before payment by the College is made.

G. Professional Leave

Absence with pay will be allowed for professional meetings or field trips involving College business which the President or his designated representative determines to approve. Approval is required in advance and the appropriate form must be submitted to the department head for approval.

Professional leave of absence requiring travel outside the United States must have advance approval of the Board of Trustees.

H. Leave of Absence Without Pay

A leave of absence is understood to mean a period of extended absence from duty by an employee for which written request has been made and formal approval granted by the Employer.

All leaves of absence are without pay. A leave of absence may be granted for the following:

- a) Illness;
- b) disability - mental or physical;
- c) educational or professional purposes;
- d) military obligations as determined by the Uniformed Services Employment and Reemployment Rights Act (USERRA);
- e) personal business; or
- f) maternity.

A leave of absence shall not be for longer than two years, and may be for a shorter period of time if mutually agreed to. Such two year leave may be renewed at the discretion of the Employer.

At least thirty (30) days written notice must be given to the Employer of an employee's intention to return to work from a leave of absence.

On return from a leave of absence, the employee will resume the contract status and position held prior to such leave.

The Employer will have the authority to terminate the employment of a person who was hired exclusively for the purpose of replacing the employee when such employee returns from leave.

ARTICLE XIX: EVALUATION

The Employer shall evaluate non-probationary employee performance at least annually for the purpose of evaluating job performance. A twenty-four (24) hour notice of evaluation shall be given to each employee. A post-evaluation conference shall be held to discuss any areas of concern between the Employer and employee with the employee being notified of their work performance.

A copy of the evaluation will be placed in the employee's personnel file. The employee has the right to grieve or provide a written response to an evaluation based on inaccuracies or capricious action by the Employer.

ARTICLE XX: DISCIPLINE AND DISCHARGE

After completion of his/her probationary period, employees shall be entitled to continuous employment unless laid off for proper cause as set forth in this Agreement or terminated for just cause. No employee shall be suspended or otherwise disciplined without just cause nor may any employee be discharged unless progressive discipline has been applied and then only for just cause. All disciplinary actions shall be in writing with reasons specifically stated.

At any time an individual with supervisory authority conducts a meeting (including investigatory meetings), informal or formal, with an employee wherein disciplinary action, other than verbal counseling, could possibly result or is to result, the employee who is the potential recipient of such discipline shall have the right to require a representative of the Association be present. If disciplinary charges are contemplated against an employee, the employee against whom allegations have been made shall be entitled to a hearing concerning such charges.

Except for the serious offenses, progressive discipline requires verbal warnings, written reprimands, and suspensions be administered before discharge may be contemplated. There shall be a written notation placed in the personnel file of an employee if a verbal warning is given. The notation shall be identified as a verbal warning.

The offenses set forth below are not all-inclusive, but are intended as examples of unacceptable behaviors for which specific disciplinary actions may be warranted.

Grounds for disciplinary action up to and including suspension and discharge are listed below:

- Incompetence
- Inefficiency
- Dishonesty
- Reporting to work or working under the influence of alcohol or drugs
- Insubordination
- Discourteous treatment of the public
- Neglect of duty
- Intentional destruction of College property
- Fighting on College property
- Failure to obey College policy or procedure
- Unlawful/illegal act, immoral conduct, or other off-the-job misconduct that affects the ability of the employee or College to conduct business

One or more of these items must be cited in every disciplinary action, suspension or discharge. Repeated letters of reprimand, gross misconduct, or any other acts deemed detrimental to safe, efficient, effective operation of the College shall be grounds for dismissal. The burden of proof of charges lies with the College. All alleged violations, misinterpretations and/or misapplications of the provisions of this Article may be grieved under the Grievance Procedure.

Progressive discipline steps for related offenses as follows:

1st step – verbal warnings (this would involve a dated memo in the personnel file indicating that a verbal warning given with rationale stated for the warning)

2nd step – written warnings

3rd step – one day suspension with or without pay

4th step – five day suspension with or without pay

5th step – termination

Documentation of warnings (Steps 1 and 2) are to be removed from employee's personnel file after twelve (12) months without any further progressive discipline for the same offense.

For progressive discipline steps 3 and 4, the step will be backed up one step for each two (2) years without any further progressive discipline for the same offense.

ARTICLE XXI: CONFLICT WITH REGULATIONS

If any provision of this Agreement or any application of the provisions of this Agreement to any person or persons is found by SERB or any court of competent jurisdiction to be contrary to Federal or State law, regulation, ruling or order, whether now or hereinafter enacted, then such provision or application shall be inoperative but the remaining provisions hereof shall continue in full force and effect. The parties agree to meet within a reasonable time to discuss any decision which renders a provision or application null and void.

ARTICLE XXII: SALARY

A. Master Schedule

The master schedule shall consist of 31 annual steps representing years of experience, numbered from zero through 30. The columns shall consist of classifications 1 through 10. For the life of this contract, the support staff agree to forego any wage or step increase with the exception if non-bargaining unit employees receive a raise in salary, bargaining unit members will receive the same average percentage pay increase. Market based adjustments and promotions with changes to job duties will not be considered raises in salary.

ARTICLE XXIII: TRAVEL

Support staff shall be provided travel allowances and benefits at least equal to those provided in Board policy, and shall receive any improvements in allowances and benefits provided by any change in Board policy.

ARTICLE XXIV: PAYROLL PRACTICES

A. Prior Experience

If an applicant meets the minimum qualifications required for a position, he/she will be placed at Step 0 on the salary schedule. If the applicant meets the maximum (preferred) qualifications (relevant degree and relevant work experience) stated on the posting, he/she shall be placed at that step. In no instance will a new hire be placed higher than Step 5. (Example: if preferred is three years of experience and an associate degree, and the applicant has these qualifications; he/she will start at Step 5.) However, an existing employee is not restricted by the five (5) step rule.

The prior experience of a new employee or a current employee that is being transferred or promoted will be reviewed by the supervisor, the Job Audit Committee and the Human Resource Office. Written rationale will be provided to each employee showing how the applicant's experience was equated to the steps on the salary schedule.

B. Pay Schedule

1. All employees' salary contracts will be paid in equal semi-monthly installments over the period of the Contract. The initial payment on each contract shall be made on a pro-rata basis the first pay date after which the employee has commenced employment on the contract. All employees compensated by the hour will be paid on the basis of time sheets submitted to the Business office eight (8) days in advance of the pay date and their paychecks shall reflect all time worked through nine (9) days prior to pay date.
2. All employees shall be paid semi-monthly, by automatic direct deposit, on the fifteenth and last day of each month.

C. Payroll Deductions

Payroll deductions available for support staff shall include those that are mandated by law, plus the following:

- 1) NWOEA Credit Union
- 2) United Way (\$5.00 minimum per pay)

- 3) Section 125
- 4) NSCC Foundation (i.e. Horizon Scholarship with a \$1.00 minimum per pay)
- 5) Savings Bonds
- 6) Ohio State Deferred Compensation
- 7) NSCC Scholarship and Foundation

Tax sheltered annuity premiums as authorized by each employee shall be permitted as payroll deductions. The number of firms to which such payments will be made by the college shall be limited to those approved by the College's Board of Trustees. A list of the firms in this program shall be published annually. The employee shall determine the agent for his/her tax-sheltered annuity.

D. College Credit

If an associate degree is required or preferred in a given area or in a related area, two years of credit will be given for the degree regardless of when the degree was earned. If a bachelor's degree is required, four years of credit will be given. This credit will be given at time of hiring if degree has been completed.

For employees who earn their degree during the first half of the year and submit their official transcript by June 15, they will receive their step increase July 1. For employees who earn their degree during the second half of the year and submit their official transcript by January 15, they will receive their step increase on February 1.

If an associate degree is required or preferred in a given area or in a related area, and employee is working towards a bachelor degree in a related field and has not applied for an associate degree, seventy (70) credit hours of completed course work towards the bachelor degree will be considered as completing an associate degree.

ARTICLE XXV: WAIVER OF INSTRUCTIONAL FEES

A. All Support Staff Personnel

1. The instructional fee, general fee, and out-of-state tuition surcharge for all courses taken for credit within the College, excluding independent studies or courses by appointment, will be waived. All other fees will be paid by the employee, including excess tuition costs that are not eligible for subsidy.
2. Non-credit community service course instructional fee will be waived up to the equivalent cost of six (6) credit hours per semester. These classes must have a sustainable enrollment of non-employees and NSCC employees may populate remaining seats.

3. If a person is no longer employed by the College when the fee waiver is being used by that person, he/she will be responsible for the remainder of the instructional fee, general fee, and out-of-state surcharge on a prorated basis.

B. Dependents of Support Staff Personnel

1. The instructional fee, general fee, and out-of-state tuition surcharge will be waived for all credit and non-credit courses taken by unmarried dependents (as defined by the Internal Revenue Service) and/or spouse of a support staff member. All other fees, such as laboratory, supplies, textbooks, etc., and including excess tuition costs that are not eligible for subsidy will be paid by the support staff member. The dependent must apply for FAFSA. If they are eligible for grants, the grant money would be used first to cover the cost of tuition and the waiver would cover any additional tuition costs not covered by the grant.
2. Non-credit community service course instructional fee will be waived up to the equivalent cost of six (6) credit hours per semester. These classes must have a sustainable enrollment of non-employees and NSCC employees and dependents may populate remaining seats.
3. In case of death of a support staff member who has completed five consecutive years of successful employment at the College, the waiver of the instructional fee, general fee, and out-of-state surcharge shall continue for the surviving spouse, as long as he/she has not remarried and for any unmarried dependent children (as defined by the Internal Revenue Service).
4. If a support staff member is no longer employed by the College when a fee waiver is being used by that person, spouse, or dependent, he/she will be responsible for the cost of the instructional fee, general fee and out-of-state surcharge on a prorated basis.
5. If a dependent child or spouse loses dependency status, and a fee waiver is in effect for that dependent or spouse, the support staff member is responsible for the cost of the instructional fee, general fee, and out-of-state surcharge on a prorated basis.

C. Procedures for Obtaining the Instructional Fee Waiver

1. Obtain and complete a fee waiver form prior to each semester. Copies of the form are available in the copy center and the Human Resources office.
2. Submit the completed form to the employee's supervisor for his/her approval.
3. The approved copy of the fee waiver will be forwarded to the Human Resource Department.

4. The support staff member, spouse, and/or dependent shall register for class the same as any other student and is considered registered only when all additional fees are paid.
5. Persons receiving fee waivers will not be considered in determining whether a course will be offered or canceled.

**ARTICLE XXVI: SERS RETIREMENT AND PICK-UP OF SUPPORT PERSONNEL
CONTRIBUTIONS TO SERS**

1. All support staff employees are required to become members of the School Employees Retirement System in accordance with the Ohio Revised Code.
2. In addition to the total annual salary and salary per pay period which is otherwise payable to each member, the College will assume and pay to SERS on behalf of each member during this Agreement five percent (5%) of each member's total annual salary or salary per pay period as a "pick-up" of a portion of the SERS member's contribution otherwise payable by such member. For purposes of determining the total required contributions to SERS, such member's "earned compensation" (as referred to in Ohio Revised Code Section 3307.51) and "earnable compensation" (as referred to in Ohio Revised Code Section 3307.53) shall include both the salary otherwise payable and the pick-up. For purposes of determining the total required contribution to SERS member's "compensation" (as referred to in Ohio Revised Code Section 3309.47) and "earnable compensation" (as referred to in Ohio Revised Code Section 3309.49) shall include both the salary otherwise payable and the pick-up. The College shall assume and pay the member's contribution due to SERS on the pick-up, which amount shall not be included in "earned compensation" or "earnable compensation".

The College will designate the employee's mandatory contribution to the School Employees Retirement System of Ohio as "picked-up" (deferred) by the College. (Currently the amount is 5%.) This would be considered a salary reduction. The contribution would continue to be paid by the employee. This would become effective the first day of the month following the board resolution to implement the program.

Employees hired after the effective date of this agreement would receive the employer's share only of the SERS contribution.

3. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
4. Any pick-up by the College of a member's contribution to SERS shall be mandatory for all members. No member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the College to SERS.

5. The College shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the College's understanding that federal and Ohio income tax laws and regulations presently require it to report as a member's gross income his total annual salary excluding the amount of the pick-up.

ARTICLE XXVII: ABSENCE FROM DUTY

Any employee who is unable to report for work on a given day shall notify his/her supervisor as soon as possible. All absences other than approved vacation should be reported in advance of time taken where possible otherwise immediately on the employee's return to work. If persons on emergency (personal) leave or sick leave have an adequate accrual of sick leave or emergency (personal) days, they will be compensated for their absence if the correct form is appropriately submitted. Other absences will be deducted from the employee's pay.

The employer reserves the right to terminate employment if an employee is absent from work for three (3) or more consecutive scheduled work shifts without having contacted his/her supervisor or the Human Resources Department. If terminated, the termination date will be the date of the third scheduled work shift employee is absent.

ARTICLE XXVIII: MISCELLANEOUS

A. Parking

The Board shall provide parking for employees at no cost.

B. Uniform and Tools

Should the College require bargaining unit members to wear uniforms, or if tools are required to do a job, the College shall bear the cost of such uniforms and/or tools. Required safety clothing, equipment, and/or devices shall also be provided by the College at no cost to the bargaining unit member.

C. Use of College Car

When an employee is required to travel on College business, a College car shall be used, if available. Reimbursement of travel expenses for the use of an employee's personal car will be made only if a College car is unavailable.

ARTICLE XXIX: SUBCONTRACTING

A. Bargaining Unit Work

There shall be no subcontracting, subletting or assignment outside the bargaining unit for a period exceeding a total of sixty (60) days in any twelve (12) month period per classification of work performed or which is capable of being performed by bargaining unit employees, with the exception of positions vacated by employees on leaves of absence per Article I (B) (2) or if paragraph B below applies. No supervisor or non-bargaining unit employee shall at any time perform work performed by, or which could be performed by, employees except in case of emergency and then only for a limited period of time.

B. Auxiliary Operations

It is not the goal of the College or the Association to cause situations which create the choice for closing or subcontracting an auxiliary (bookstore, food service, operation). However, in situations where efforts to end the financial losses in an auxiliary operation have not succeeded, a Review Committee consisting of three support persons (two persons from the affected auxiliary), and three persons as designated by the President will be established to review the operation and suggest ways in which the financial difficulties can be remedied. The committee will make their suggestions known within 60 days of forming. The committee's suggestions will be given a six (6) month minimum experimental period, during which considerable flexibility will be given. If the suggestions have provided relief and changes are called for, the changes/suggestions will be negotiated into the Support contract. If the suggestions have not offered relief, the College may choose to close the operation or enter into conversations with subcontracts. After information is collected from potential subcontracts, the decision will be made to continue the operation under the direction of the College, close the operation, or subcontract the operation.

When the Review Committee is instigated, the current employees are protected for a minimum of twelve (12) months with full Association rights per the current contract provided the auxiliary in question is still in operation either by the College or if the auxiliary has been subcontracted. Any new employee hired in the auxiliary after the Review Committee has begun its work is not protected by the twelve (12) month rule.

Following the twelve (12) month period, if auxiliary is closed or subcontracted; Article XII shall apply to the affected employees. The six (6) month minimum experimental period is included in the twelve (12) month rule.

ARTICLE XXX: NO STRIKE, NO LOCKOUT

During the term or extended term of this Agreement or during the pendency of dispute resolution over a successor agreement, the Association agrees not to strike or engage in concerted work stoppages and the Board agrees not to lockout employees.

ARTICLE XXXI: PAST PRACTICE

Past Practice is identified as practices that have been:

1. unequivocal;
2. clearly enunciated and acted upon, and
3. readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. (Elkouri & Elkouri, p. 439. 4th Edition)

ARTICLE XXXII: SEVERANCE

1. Severance

Upon termination, an employee shall be paid for all unused vacation time based on his/her then current rate of pay. Vacation time shall be computed as of each employee's anniversary date.

2. In case of death, accrued and unused vacation time up to the maximum allowed for two years of service, shall be paid to the employee's estate in accordance with §2113.04 of the ORC.

3. Conversion on Retirement.

All support staff employees who retire under the provisions of the School Employees Retirement System are eligible for severance pay. Death of an employee while under contract of employment with the Employer shall also establish eligibility for severance pay. Severance pay shall be equal to compensation for 25% of all accumulated sick leave at the date of retirement up to a maximum of forty-five (45) days. The rate of compensation will be at the daily rate paid immediately prior to retirement.

ARTICLE XXXIII: DURATION OF AGREEMENT

ARTICLE XXXIII: DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2011, and shall remain in full force and effect through June 30, 2015, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties hereto. The parties shall meet as soon as possible after notice has been served at a mutually agreeable time and place.

FOR THE ASSOCIATION



President

June 30, 2011

Date



Association Negotiations Chair

June 30, 2011

Date

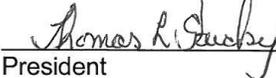
FOR THE BOARD OF TRUSTEES



Chairperson of the Board

June 30, 2011

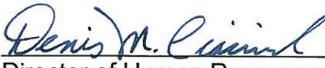
Date



President

June 30, 2011

Date



Director of Human Resources

June 30, 2011

Date

APPENDICES:

A – Salary Schedule (Annual Rates)

July 1, 2011-June 30, 2015													
12-Month Employees 40 Hours per week													
Base: 16,682.67													
yrs@NSCC	1*	2	3	4	5	6	7	7A	8	8A	8B	9	10
0	15,184.00	17,326.40	18,928.00	19,427.20	20,592.00	22,484.80	23,605.45	29,868.80	31,553.60	33,072.00	34,132.80	37,876.80	40,539.20
1	15,288.00	17,680.00	19,323.20	19,968.00	21,174.40	23,129.60	24,438.72	30,908.80	32,676.80	34,216.00	35,318.40	39,769.60	42,556.80
2	15,392.00	18,054.40	19,718.40	20,529.60	21,777.60	23,774.40	25,301.41	31,990.40	33,820.80	35,422.40	36,566.40	41,745.60	44,678.40
3	15,496.00	18,408.00	20,113.60	21,112.00	22,380.80	24,460.80	26,194.55	33,113.60	35,027.20	36,670.40	37,835.20	43,825.60	46,924.80
4	15,704.00	18,782.40	20,529.60	21,715.20	23,025.60	25,147.20	27,119.22	34,278.40	36,254.40	37,939.20	39,166.40	46,030.40	49,275.20
5	15,912.00	19,177.60	20,945.60	22,339.20	23,670.40	25,854.40	28,076.53	35,464.00	37,544.00	39,270.40	40,539.20	48,318.40	51,729.60
6	16,120.00	19,572.80	21,382.40	22,963.20	24,356.80	26,603.20	29,067.63	36,192.00	38,854.40	40,456.00	41,745.60	49,774.40	53,289.60
7	16,328.00	19,968.00	21,819.20	23,628.80	25,043.20	27,352.00	30,093.72	36,899.20	40,227.20	41,662.40	43,014.40	51,272.00	54,891.20
8	16,536.00	20,384.00	22,276.80	24,294.40	25,750.40	28,121.60	31,156.02	37,648.00	41,662.40	42,910.40	44,304.00	52,811.20	56,534.40
9	16,744.00	20,800.00	22,734.40	24,980.80	26,478.40	28,932.80	32,255.83	38,396.80	43,118.40	44,200.00	45,635.20	54,392.00	58,219.20
10	16,952.00	21,216.00	23,192.00	25,688.00	27,227.20	29,744.00	33,394.46	39,166.40	44,657.60	45,531.20	46,987.20	56,035.20	59,966.40
11	17,160.00	21,652.80	23,670.40	26,416.00	28,017.60	30,596.80	34,573.29	39,956.80	46,217.60	46,904.00	48,401.60	57,699.20	61,776.00
12	17,368.00	22,110.40	24,148.80	27,164.80	28,808.00	31,470.40	35,793.72	40,747.20	47,860.80	48,297.60	49,857.60	59,446.40	63,627.20
13	17,576.00	22,547.20	24,648.00	27,955.20	29,619.20	32,364.80	37,057.24	41,558.40	49,545.60	49,753.60	51,355.20	61,214.40	65,540.80
14	17,784.00	23,025.60	25,147.20	28,745.60	30,472.00	33,280.00	38,365.36	42,390.40	51,292.80	51,251.20	52,894.40	63,065.60	67,496.00
15	17,992.00	23,483.20	25,667.20	29,556.80	31,324.80	34,216.00	39,719.66	43,243.20	53,102.40	52,769.60	54,475.20	64,958.40	69,513.60
16	18,200.00	23,982.40	26,187.20	30,388.80	32,219.20	35,193.60	41,121.76	43,680.00	54,974.40	53,310.40	55,036.80	66,726.40	71,427.20
17	18,408.00	24,460.80	26,728.00	31,262.40	33,134.40	36,192.00	42,573.36	44,116.80	58,926.40	53,830.40	55,577.60	68,577.60	73,403.20
18	18,616.00	24,960.00	27,289.60	32,156.80	34,070.40	37,232.00	44,076.20	44,553.60	61,006.40	54,371.20	56,139.20	70,449.60	75,420.80
19	18,824.00	25,480.00	27,830.40	33,051.20	35,048.00	38,272.00	45,632.09	44,990.40	63,169.60	54,932.80	56,700.80	72,384.00	77,500.80
20	19,032.00	26,000.00	28,412.80	34,008.00	36,046.40	39,374.40	47,242.91	45,448.00	63,169.60	55,473.60	57,262.40	74,380.80	79,622.40
21	19,136.00	26,124.80	28,558.40	34,236.80	36,296.00	39,644.80	47,659.82	45,676.80	63,710.40	55,744.00	57,553.60	75,129.60	80,412.80
22	19,240.00	26,270.40	28,704.00	34,486.40	36,545.60	39,936.00	48,080.42	45,905.60	64,292.80	56,035.20	57,844.80	75,878.40	81,224.00
23	19,344.00	26,395.20	28,849.60	34,736.00	36,816.00	40,206.40	48,504.73	46,134.40	64,854.40	56,305.60	58,115.20	76,648.00	82,035.20
24	19,448.00	26,540.80	28,995.20	34,964.80	37,065.60	40,497.60	48,932.79	46,363.20	65,416.00	56,596.80	58,406.40	77,396.80	82,846.40
25	19,552.00	26,665.60	29,140.80	35,214.40	37,336.00	40,788.80	49,364.62	46,592.00	65,998.40	56,867.20	58,697.60	78,187.20	83,678.40
26	19,656.00	26,811.20	29,286.40	35,464.00	37,606.40	41,080.00	49,800.26	46,820.80	66,580.80	57,158.40	59,009.60	78,956.80	84,531.20
27	19,760.00	26,956.80	29,452.80	35,734.40	37,876.80	41,371.20	50,239.75	47,070.40	67,163.20	57,449.60	59,300.80	79,747.20	85,363.20
28	19,864.00	27,081.60	29,598.40	35,984.00	38,147.20	41,662.40	50,683.11	47,299.20	67,766.40	57,720.00	59,592.00	80,558.40	86,216.00
29	19,968.00	27,227.20	29,744.00	36,233.60	38,417.60	41,953.60	51,130.39	47,528.00	68,369.60	58,011.20	59,883.20	81,348.80	87,089.60
30	20,072.00	27,372.80	29,910.40	36,483.20	38,688.00	42,244.80	51,581.62	47,777.60	68,972.80	58,302.40	60,195.20	82,160.00	87,963.20

Class 1:	Kitchen Helper-P/T	Class 7A:	Technology Help Desk
Class 2:	Food Preparation Worker-P/T	Class 8:	Programmer I
Class 3:	Bookstore Clerk (Retail)-P/T, Copy Center Operator Assistant-P/T, Switchboard/Receptionist-P/T, Library Support-P/T, Cooking Asst-P/T	Class 8A:	Multi-Media Systems Technician
Class 4:	Bookstore Clerk (Office)-P/T, Copy Center Operator/Mailroom Clerk, Switchboard/Receptionist/Scheduler	Class 8B:	Network Systems Technician
Class 5:	Library Assistant (Clerical), Library Assistant (Circulation), Secretary-Office, Student Service and Support Specialist	Class 9:	Data Systems and Integration Analyst
Class 6:	Financial Aid Counselor, Library Assistant (Cataloger), Registrar's Assistant, Secretary-Division	Class 10:	Network/Systems Administrator

*minimum amount = applicable minimum wage

A – Salary Schedule (Per Diem Rates)

July 1, 2011-June 30, 2015													
12-Month Employees 40 Hours per week per diem													
Base: 16,682.67													
yrs@NSCC	1*	2	3	4	5	6	7	7A	8	8A	8B	9	10
0	58.40	66.64	72.80	74.72	79.20	86.48	90.79	114.88	121.36	127.20	131.28	145.68	155.92
1	58.80	68.00	74.32	76.80	81.44	88.96	94.00	118.88	125.68	131.60	135.84	152.96	163.68
2	59.20	69.44	75.84	78.96	83.76	91.44	97.31	123.04	130.08	136.24	140.64	160.56	171.84
3	59.60	70.80	77.36	81.20	86.08	94.08	100.75	127.36	134.72	141.04	145.52	168.56	180.48
4	60.40	72.24	78.96	83.52	88.56	96.72	104.30	131.84	139.44	145.92	150.64	177.04	189.52
5	61.20	73.76	80.56	85.92	91.04	99.44	107.99	136.40	144.40	151.04	155.92	185.84	198.96
6	62.00	75.28	82.24	88.32	93.68	102.32	111.80	139.20	149.44	155.60	160.56	191.44	204.96
7	62.80	76.80	83.92	90.88	96.32	105.20	115.75	141.92	154.72	160.24	165.44	197.20	211.12
8	63.60	78.40	85.68	93.44	99.04	108.16	119.83	144.80	160.24	165.04	170.40	203.12	217.44
9	64.40	80.00	87.44	96.08	101.84	111.28	124.06	147.68	165.84	170.00	175.52	209.20	223.92
10	65.20	81.60	89.20	98.80	104.72	114.40	128.44	150.64	171.76	175.12	180.72	215.52	230.64
11	66.00	83.28	91.04	101.60	107.76	117.68	132.97	153.68	177.76	180.40	186.16	221.92	237.60
12	66.80	85.04	92.88	104.48	110.80	121.04	137.67	156.72	184.08	185.76	191.76	228.64	244.72
13	67.60	86.72	94.80	107.52	113.92	124.48	142.53	159.84	190.56	191.36	197.52	235.44	252.08
14	68.40	88.56	96.72	110.56	117.20	128.00	147.56	163.04	197.28	197.12	203.44	242.56	259.60
15	69.20	90.32	98.72	113.68	120.48	131.60	152.77	166.32	204.24	202.96	209.52	249.84	267.36
16	70.00	92.24	100.72	116.88	123.92	135.36	158.16	168.00	211.44	205.04	211.68	256.64	274.72
17	70.80	94.08	102.80	120.24	127.44	139.20	163.74	169.68	226.64	207.04	213.76	263.76	282.32
18	71.60	96.00	104.96	123.68	131.04	143.20	169.52	171.36	234.64	209.12	215.92	270.96	290.08
19	72.40	98.00	107.04	127.12	134.80	147.20	175.51	173.04	242.96	211.28	218.08	278.40	298.08
20	73.20	100.00	109.28	130.80	138.64	151.44	181.70	174.80	242.96	213.36	220.24	286.08	306.24
21	73.60	100.48	109.84	131.68	139.60	152.48	183.31	175.68	245.04	214.40	221.36	288.96	309.28
22	74.00	101.04	110.40	132.64	140.56	153.60	184.92	176.56	247.28	215.52	222.48	291.84	312.40
23	74.40	101.52	110.96	133.60	141.60	154.64	186.56	177.44	249.44	216.56	223.52	294.80	315.52
24	74.80	102.08	111.52	134.48	142.56	155.76	188.20	178.32	251.60	217.68	224.64	297.68	318.64
25	75.20	102.56	112.08	135.44	143.60	156.88	189.86	179.20	253.84	218.72	225.76	300.72	321.84
26	75.60	103.12	112.64	136.40	144.64	158.00	191.54	180.08	256.08	219.84	226.96	303.68	325.12
27	76.00	103.68	113.28	137.44	145.68	159.12	193.23	181.04	258.32	220.96	228.08	306.72	328.32
28	76.40	104.16	113.84	138.40	146.72	160.24	194.94	181.92	260.64	222.00	229.20	309.84	331.60
29	76.80	104.72	114.40	139.36	147.76	161.36	196.66	182.80	262.96	223.12	230.32	312.88	334.96
30	77.20	105.28	115.04	140.32	148.80	162.48	198.39	183.76	265.28	224.24	231.52	316.00	338.32

Class 1:	Kitchen Helper-P/T	Class 7A:	Technology Help Desk
Class 2:	Food Preparation Worker-P/T	Class 8:	Programmer I
Class 3:	Bookstore Clerk (Retail)-P/T, Copy Center Operator Assistant-P/T, Switchboard/Receptionist-P/T, Library Support-P/T, Cooking Asst-P/T	Class 8A:	Multi-Media Systems Technician
Class 4:	Bookstore Clerk (Office)-P/T, Copy Center Operator/Mailroom Clerk, Switchboard/Receptionist/Scheduler	Class 8B:	Network Systems Technician
Class 5:	Library Assistant (Clerical), Library Assistant (Circulation), Secretary-Office, Student Service and Support Specialist	Class 9:	Data Systems and Integration Analyst
Class 6:	Financial Aid Counselor, Library Assistant (Cataloger), Registrar's Assistant, Secretary-Division	Class 10:	Network/Systems Administrator

*minimum amount = applicable minimum wage

A – Salary Schedule (Per Hour Rates)

July 1, 2011-June 30, 2015														
Base:	12-Month Employees 40 Hours per week per hour													
yrs@NSCC	1*	2	3	3**	4	5	6	7	7A	8	8A	8B	9	10
0	7.30	8.33	9.10	8.53	9.34	9.90	10.81	11.35	14.36	15.17	15.90	16.41	18.21	19.49
1	7.35	8.50	9.29	8.71	9.60	10.18	11.12	11.75	14.86	15.71	16.45	16.98	19.12	20.46
2	7.40	8.68	9.48	8.89	9.87	10.47	11.43	12.16	15.38	16.26	17.03	17.58	20.07	21.48
3	7.45	8.85	9.67	9.07	10.15	10.76	11.76	12.59	15.92	16.84	17.63	18.19	21.07	22.56
4	7.55	9.03	9.87	9.26	10.44	11.07	12.09	13.04	16.48	17.43	18.24	18.83	22.13	23.69
5	7.65	9.22	10.07	9.44	10.74	11.38	12.43	13.50	17.05	18.05	18.88	19.49	23.23	24.87
6	7.75	9.41	10.28	9.64	11.04	11.71	12.79	13.97	17.40	18.68	19.45	20.07	23.93	25.62
7	7.85	9.60	10.49	9.84	11.36	12.04	13.15	14.47	17.74	19.34	20.03	20.68	24.65	26.39
8	7.95	9.80	10.71	10.04	11.68	12.38	13.52	14.98	18.10	20.03	20.63	21.30	25.39	27.18
9	8.05	10.00	10.93	10.24	12.01	12.73	13.91	15.51	18.46	20.73	21.25	21.94	26.15	27.99
10	8.15	10.20	11.15	10.45	12.35	13.09	14.30	16.06	18.83	21.47	21.89	22.59	26.94	28.83
11	8.25	10.41	11.38	10.67	12.70	13.47	14.71	16.62	19.21	22.22	22.55	23.27	27.74	29.70
12	8.35	10.63	11.61	10.89	13.06	13.85	15.13	17.21	19.59	23.01	23.22	23.97	28.58	30.59
13	8.45	10.84	11.85	11.11	13.44	14.24	15.56	17.82	19.98	23.82	23.92	24.69	29.43	31.51
14	8.55	11.07	12.09	11.34	13.82	14.65	16.00	18.44	20.38	24.66	24.64	25.43	30.32	32.45
15	8.65	11.29	12.34	11.57	14.21	15.06	16.45	19.10	20.79	25.53	25.37	26.19	31.23	33.42
16	8.75	11.53	12.59	11.81	14.61	15.49	16.92	19.77	21.00	26.43	25.63	26.46	32.08	34.34
17	8.85	11.76	12.85	12.05	15.03	15.93	17.40	20.47	21.21	28.33	25.88	26.72	32.97	35.29
18	8.95	12.00	13.12	12.30	15.46	16.38	17.90	21.19	21.42	29.33	26.14	26.99	33.87	36.26
19	9.05	12.25	13.38	12.55	15.89	16.85	18.40	21.94	21.63	30.37	26.41	27.26	34.80	37.26
20	9.15	12.50	13.66	12.81	16.35	17.33	18.93	22.71	21.85	30.37	26.67	27.53	35.76	38.28
21	9.20	12.56	13.73	12.87	16.46	17.45	19.06	22.91	21.96	30.63	26.80	27.67	36.12	38.66
22	9.25	12.63	13.80	12.94	16.58	17.57	19.20	23.12	22.07	30.91	26.94	27.81	36.48	39.05
23	9.30	12.69	13.87	13.00	16.70	17.70	19.33	23.32	22.18	31.18	27.07	27.94	36.85	39.44
24	9.35	12.76	13.94	13.07	16.81	17.82	19.47	23.53	22.29	31.45	27.21	28.08	37.21	39.83
25	9.40	12.82	14.01	13.14	16.93	17.95	19.61	23.73	22.40	31.73	27.34	28.22	37.59	40.23
26	9.45	12.89	14.08	13.20	17.05	18.08	19.75	23.94	22.51	32.01	27.48	28.37	37.96	40.64
27	9.50	12.96	14.16	13.27	17.18	18.21	19.89	24.15	22.63	32.29	27.62	28.51	38.34	41.04
28	9.55	13.02	14.23	13.34	17.30	18.34	20.03	24.37	22.74	32.58	27.75	28.65	38.73	41.45
29	9.60	13.09	14.30	13.41	17.42	18.47	20.17	24.58	22.85	32.87	27.89	28.79	39.11	41.87
30	9.65	13.16	14.38	13.48	17.54	18.60	20.31	24.80	22.97	33.16	28.03	28.94	39.50	42.29

Class 1: Kitchen Helper-P/T Class 2: Food Preparation Worker-P/T Class 3: Bookstore Clerk (Retail)-P/T, Copy Center Operator Assistant-P/T, Sw itchboard/Receptionist-P/T, Library Support-P/T, Cooking Asst-P/T Class 3**: Custodial Class 4: Bookstore Clerk (Office)-P/T, Copy Center Operator/Mailroom Clerk, Sw itchboard/Receptionist/Scheduler Class 5: Library Assistant (Clerical), Library Assistant (Circulation), Secretary-Office, Student Service and Support Specially Class 6: Financial Aid Counselor, Library Assistant (Cataloger), Registrar's Assistant, Secretary-Division	Class 7: Maintenance Technician Class 7A: Technology Help Desk Class 8: Programmer I Class 8A: Multi-Media Systems Technician Class 8B: Network Systems Technician Class 9: Data Systems and Integration Analyst Class 10: Network/Systems Administrator
--	--

*minimum amount = applicable minimum wage

**B – Northern Buckeye Education Council Access +1A Plan
PPO SCHEDULE OF COVERED EXPENSES AND PROVISIONS
ACCESS + PLAN**

I. MEDICAL CARE BENEFITS:

COVERED EXPENSES and PROVISIONS	In-Network		Out-of-Network	
Calendar Year Deductible <i>(taken before benefits are payable unless waived). Charges applied to Deductible during last three months of a Calendar Year also apply toward Deductible for the next Calendar Year.</i>	\$350/person \$700/family		\$750/person \$1,500/family	
Deductible Carry-Over	Any Covered Expenses incurred during October, November and/or December which are applied to the Covered Person's Deductible will also "carry-over" to the following year's Deductible			
Out-of-Pocket Maximum per Calendar Year <i>(excludes Deductibles). After amount is reached, 100% level of benefits applies for that Calendar Year. Co-pays, penalties, expenses not covered, and amounts over Plan maximums do not apply to, and are not affected by, this provision.</i>	\$1,500/person \$3,000/family		\$3,000/person \$6,000/family	
ANNUAL BENEFIT MAXIMUM (see listing in "Definitions" for clarifying details)	\$2,000,000 per person			
LIFETIME BENEFIT MAXIMUM	Unlimited			
Benefits subject to the penalty as stated per occurrence <i>(in addition to Deductible)</i> when pre-certification procedures stated in the Pre-Certification section are not followed.	TO PRE-CERTIFY, CALL THE TOLL-FREE NUMBER ON YOUR ID CARD			
Claims Filing Limit	All charges, and corresponding requested documentation, must be submitted within 15 months of the date incurred.			
Coordination of Benefits	If it is determined that this Plan is the Secondary Payer, Benefits will be adjusted and reduced (carve out). This Plan will only pay the difference of what the Plan would have paid if it was the Primary Payer.			
In-Network and Out-of-Network Deductibles and Out of Pocket Maximums are "separately tracked," such that covered expenses applied to one does not apply to the other.				

II. PRESCRIPTION DRUG BENEFIT:

COVERED EXPENSES and PROVISIONS	
	In-Network Out-of-Network
<p>Prescription Drug Card Benefit (<i>up to 34-day supply through participating pharmacies</i>) <u>Deductible does not apply</u> - see pages 15-16 for covered drugs and special considerations.</p> <p>Note: <i>Maintenance drugs must be filled through Mail Order after 3 pharmacy fills</i></p>	<ul style="list-style-type: none"> • Generic Drugs - \$10 co-pay per prescription or refill; then 100% • Formulary Brand Name Drugs - \$20 co-pay per prescription or refill; then 100% • Non Formulary Brand Name Drugs - \$30 co-pay per prescription or refill; then 100%
<p>Mail Order Drug Benefit (<i>up to 90-day supply through Mail Order vendor</i>) <u>Deductible does not apply</u> – see page 16</p>	<ul style="list-style-type: none"> • Generic Drugs - \$20 co-pay per prescription or refill; then 100% • Formulary Brand Name Drugs - \$40 co-pay per prescription or refill; then 100% • Non Formulary Brand Name Drugs- \$60 co-pay per prescription or refill; then 100%
<p>Penalty for purchasing non-Generic when Generic Drug is Available</p>	<p>For both the Drug Card and Mail Order Drug benefit, if a Covered Person purchases a brand name medication when a generic is available, then, in addition to the brand co-pay, he must also pay the difference in price between the generic and brand medication.</p>

III. PREVENTIVE CARE SERVICES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
<p>Preventive Care Services - (must be billed with a routine diagnosis).</p> <p>This plan includes coverage for physical exams, immunizations, tests, labs, x-rays, pap smears and analysis, mammograms (age 40 and older, 1 per Covered Person per Calendar Year), PSA test, bone density tests (for women age 60 and older, every 5 Calendar Years) and every 5 Calendar Years, a choice between a sigmoidoscopy or a colonoscopy (age 50 and older).</p> <p><i>This benefit also covers all services referenced within the Recommendations of the United States Preventive Service Task Force, Recommendations of the Advisory Committee On Immunization Practices (ACIP) that have been adopted by the Director of the Centers for Disease Control and Prevention and appear on the Immunization Schedules of the Centers for Disease Control and Prevention, and the Comprehensive Guidelines Supported by the Health Resources and Services Administration (HRSA).</i></p> <p>This benefit specifically does not cover executive physicals, heart scans, full body scans, CAT scans, MRIs, PET or other similar tests.</p>	<p>100%</p> <p><u>Deductible</u> <u>Waived</u></p>	<p>60%</p>

IV. ACCIDENT EXPENSE BENEFIT (Outpatient):

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Within First 72 hours of an Accident (Deductible waived)	100%	100%
After 72 hours (Facility Expenses)	80%	60%
After 72 hours (Professional Expenses)	80%	60%

V. URGENT CARE FACILITY & PHYSICIAN EXPENSES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Within First 72 hours of onset (Deductible waived)	100%	100%
After 72 hours (Facility Expenses)	80%	60%
After 72 hours (Professional Expenses)	80%	60%

VI. PHYSICIAN SERVICES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Office Visit Charge * Primary Care Physician is an M.D., D.O., or a Nurse Practitioner who is a general or family practitioner, obstetrician/gynecologist, internist or pediatrician who has contracted with the PPO organization.	<u>*PCP</u> - \$15 co-pay per visit, then 100%. <u>Deductible waived</u> <u>Specialist</u> - \$30 co-pay per visit, then 100%. <u>Deductible waived</u>	60%
All Other Expenses in Office (<i>except as stated above or under "Other Professional Services"</i>)	80%	60%

VII. OUTPATIENT (non-office) X-RAY/LAB AND DIAGNOSTIC TESTING EXPENSES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Facility Expenses	80%	60%
Professional Expenses	80%	60%

VIII. OTHER PROFESSIONAL SERVICES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Second Surgical Opinions	100% (<u>Deductible waived</u>)	100% (<u>Deductible waived</u>)
Chiropractic Treatment (maximum of 24 visits per Calendar Year)	\$15 co-pay per visit, then 100% (<u>Deductible waived</u>)	60%

VIII. OTHER PROFESSIONAL SERVICES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Therapy Services (including, but not limited to, physical, occupational and speech therapy).	80%	60%
Inpatient Physician Visits (limited to one visit per Physician per day)	80%	60%
All Other Covered Professional Expenses (except as previously stated or as listed under "Emergency Room Services", or as clarified under "Additional Coverage Details.")	80%	60%

IX. HOSPITAL SERVICES AND SPECIALIZED TREATMENT FACILITIES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Inpatient Hospital Facility Services limited to facility's semi-private room rate (unless private room is medically required for isolation) and all Medically Necessary services including, but not limited to, intensive care and cardiac care.	80%	60%
Outpatient Hospital Facility Services including Ambulatory Surgical Center Facility services	80%	60%
Emergency Room Care including all related expenses performed during the same visit. *Co-pay waived if admitted.	\$100 co-pay*, then 100% (Deductible waived)	\$100 co-pay*, then 100% (Deductible waived)
Birthing Center Facility Services	80%	60%
Rehabilitation Facility	80%	60%
Skilled Nursing Facility Services (Limited to a Maximum of 60 visits per Calendar Year)	80%	60%

X. MISCELLANEOUS SERVICES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Home Health Care (Facility Expenses)	80%	60%
Home Health Care (Professional Expenses)	80%	60%
Home Health Aide Services	50%	50%

X. MISCELLANEOUS SERVICES:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Hospice Care <i>(Inpatient and/or Home services).</i>	80% (facility) 80% (professional)	60% (facility) 60% (professional)
Inpatient /Outpatient Private Duty Nursing	80%	60%
Ambulance Services <i>*subject to the In-Network Deductible and Out of Pocket Maximum</i>	80%	*80%
Human Organ and Tissue Transplants <i>(see also "Additional Coverage Details")</i>	80%	Not Applicable
Durable Medical Equipment	80%	60%
Morbid Obesity <i>(surgery or any other treatment for) See also "Additional Coverage Details."</i>	80%	60%
Other Covered Services/Items <i>(see "Additional Coverage Details" and "General Limitations" for possible impact or clarifications to coverage as shown at right).</i>	80%	60%- Professional 60%- Facility

XI. EXCEPTIONS TO NETWORK PROVIDER COVERAGE:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
If professional services are received from non-network radiologist, anesthesiologist or pathologist in a network facility. <i>Note that this will normally only be paid on appeal as it may not be possible to determine that this situation applied when claims are initially received.</i>	N/A	Paid at In-Network level (subject to R&C provisions)
If non-network providers render services in a Medical Emergency. <i>Note that this may require an appeal as it may not be possible to determine that this situation applied when claims are initially received.</i>	N/A	Paid at In-Network level (subject to R&C provisions)
If services are received from non-network providers by Covered Persons residing outside network service area.	N/A	Paid at In-Network level (subject to R&C provisions)
If Medically Necessary services are provided by a non-network provider because they are unavailable within the network <i>(only with approved network waiver)</i>.	N/A	Paid at In-Network level (subject to R&C provisions)
If services are received from non-network independent lab services when lab samples are referred by a network provider. <i>Note that this will normally only be paid on appeal as it may not be possible to determine that this situation applied when claims are initially received.</i>	N/A	Paid at In-Network level (subject to R&C provisions)

XII. MENTAL/NERVOUS AND SUBSTANCE USE DISORDERS:

COVERED EXPENSES and PROVISIONS	In-Network	Out-of-Network
Inpatient Facility Services (includes “partial hospitalization” – see definition of “Inpatient”)	80%	60%
Outpatient Facility Services	80%	60%
Outpatient Psychotherapy	80%	60%

ADDITIONAL COVERAGE DETAILS

See provider status and place of service in previous pages to determine level of coverage for the following services:

Abortion. Induced termination of a pregnancy for all covered females by any acceptable means.

Allergy Injections and Surveys

Ambulance transportation provided by a professional ambulance service for local land or air transportation for a Medical Emergency. A charge for this service will be considered a covered charge only if the service is to the nearest Hospital or emergency care facility where necessary treatment can be provided. Benefits are also provided for transportation from one Medical Care Facility to another, when Medically Necessary

Ambulatory Surgical Center Care

Anesthetic services when performed by a licensed anesthesiologist or certified registered nurse anesthetist in connection with a covered surgical procedure

Birthing Center Services (either freestanding or part of a Hospital)

Blood and blood derivatives that are not donated or replaced. Administration of these services is also considered an eligible expense.

Cardiac Rehabilitation as deemed Medically Necessary provided services are rendered under the supervision of a Medical Doctor and in a medical care facility.

Chemotherapy and radiation treatment. The materials and services of technicians are included.

Dental Care for Accidental Injury. Treatment of accidental Injuries to the jaw, mouth, or sound natural tooth, provided treatment is received within one year following the date of the Injury.

Diabetes Self-Management Training, Educational Services and Supplies. Covered if such expenses are certified by the Covered Person's Physician as necessary for the treatment of diabetes.

Dialysis and associated drugs and supplies used during the treatment.

Diagnostic Services and Supplies Charges for diagnostic testing such as, but not limited to: laboratory testing, basal metabolism tests, electrocardiograms, electroencephalograms, magnetic imaging, nuclear medicines, pneumo-encephalograms, ultrasounds and x-rays or similar well-established diagnostic tests generally approved by Physicians throughout the United States for the Participant's condition.

Durable Medical Equipment – Purchase or rental (up to purchase price) of such equipment which is Medically Necessary and prescribed by the attending Physician for therapeutic use of treatment of an Injury or Illness, suitable for use in the home, and exclusively for the participant. Repair/replacement which is Medically Necessary due to normal use, or growth of a child will be considered a covered expense. Routine maintenance of the equipment is **not** an eligible expense.

Foot treatment if deemed Medically Necessary for conditions, including removal of nail roots, surgical procedures or treatment of a metabolic or peripheral vascular disease. Routine foot care such as non-surgical treatment of weak, strained, flat, unstable, or unbalanced feet; metatarsalgia or bunions; corns; callouses; and toe nails is excluded.

Growth Hormone Therapy as part of a treatment program approved by the Plan Administrator.

Home Health Care

Charges for home health care will be an eligible expense when certified by a Physician to be in lieu of confinement in a Hospital or skilled nursing facility. Services include: part-time or intermittent nursing care and/or home health aide services; physical, occupational, speech or respiratory therapy, nutrition counseling under the supervision of a registered dietician; medical supplies, laboratory services, drugs, and medications prescribed by a Physician.

ADDITIONAL COVERAGE DETAILS

Hospice Care

Charges for the following Hospice care services provided in an Inpatient Hospice facility or in the patient's home will be an eligible expense as stated in the "Schedule of Covered Expenses:"

- Room and board charged by the Hospice;
- Other services and supplies;
- Part-time nursing care by, or supervised by, a registered graduate nurse (R.N.);
- Nutrition services and/or special meals;
- Respite services;
- Counseling services by a licensed social worker or a licensed counselor;
- Bereavement counseling as stated in the "Schedule of Covered Expenses" by a licensed social worker or a licensed counselor for the Employee and/or covered Dependents.

The patient must be certified by a Physician as being terminally ill with 6 months or less to live. If the Covered Person lives beyond six months, the Plan will approve additional hospice care benefits on receipt of satisfactory evidence of the continued medical necessity of the services.

Hospital

Charges by a Hospital are covered as stated in the "Schedule of Covered Medical Expenses" for:

- Room, board and general nursing care, except that charges for a private room when not prescribed as medically necessary by a Physician will be eligible up to the most common semi-private room charge of the Hospital. If the Hospital has private rooms only, the private room charge will be considered the semi-private room charge.
- Intensive care unit, cardiac care unit, neo-natal, nursery and burn unit;
- Operating, recovery and delivery rooms;
- Pre-operative and post-operative care;

Other services and supplies, on an Inpatient or Outpatient basis, including but not limited to:

- Ancillary services
- Services of an anesthesiologist, radiologist and pathologist;
- Services of a licensed registered nurse or licensed practical nurse under the direct supervision of a registered nurse;

Diagnostic tests.

Mammoplasty is covered under the following circumstances:

4. Medically Necessary reduction mammoplasties;
5. removal of a breast implant to the extent that such removal is Medically Necessary and not due to cosmetic reasons such as appearance, size, shape or comfort.
6. replacement of a breast implant to the extent that:
 - c) the charge for the removal of the breast implant is covered; and
 - d) the insertion of the initial breast implant would have been a covered expense under this Plan.

Charges for a reconstructive mammoplasty will be eligible after a medically necessary mastectomy as follows:

- for reconstruction of the breast on which the mastectomy was performed;
- for surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- for prostheses and physical complications at all stages of the mastectomy, including lymphedemas.

Medical and Special Supplies including but not limited to: surgical supplies, surgical bras, casts, splints and trusses, ostomy supplies, catheters, oxygen and other gas therapy, and its administration, allergy tests and serum, electronic heart pacemakers, mechanical medical devices implanted in a body cavity to aid the function of an internal body organ, first pair of glasses or contact lenses, but not both, needed as a result of cataract surgery, soft lenses or sclera shell intended for use in the treatment of an Illness or Injury to the eye; dressings as well as swabs and bandages (but not for home use).

ADDITIONAL COVERAGE DETAILS

Morbid Obesity (surgery or any other treatment for) only if the Covered Person is at least twice his/her ideal weight and suffers from documented separate conditions which are aggravated by morbid obesity. This must be documented by objective evidence provided by the physician who is treating the Covered Person for the condition that is aggravated by morbid obesity. **Also, it should be approved by, and coordinated through, the Case Management process.** To be considered for a surgical procedure, there must be objective evidence to indicate that physician-dietician monitored alternative methods of weight reduction have been recently undertaken but did not produce successful outcomes.

Newborn Nursery Care (routine) while the mother is confined for delivery (including circumcision)

Nutritional Counseling rendered by a licensed nutritionist (if licensing is required by the state) or registered dietician. Benefits will be limited to the following conditions:

- Diabetes
- Pre and post covered weight loss surgery
- Post cardiac surgery

Oral Surgery. Benefits are limited to the following procedures:

- Excision of tumors or cysts from the mouth
- Treatment of fractures of facial bones
- External incision and drainage of cellulitis
- Incision of accessory sinuses, salivary glands or ducts

Organ or Tissue Transplants (human organs only)

Covered Expenses include the following types of transplants under the following conditions:

- Transplantation of solid human organs (or bone marrow/stem cell transplants) and related Covered Expenses for initial and follow-up treatment provided that the condition is life threatening, the treatment follows a written protocol approved by the Plan, the patient is a suitable candidate for the transplant approved by the Plan, and that the following conditions are also met.
- Transplant services are provided at a Network Transplant Facility approved by the Plan, and all transplant related services are done by network providers.
- Organ transplant related benefits are payable only during a transplant benefit period. A transplant period is a period of time which begins five days prior to the day the Covered Person receives the covered transplant and ends twelve months after the claim for the covered transplant was incurred. A new transplant benefit period starts only when the next covered transplant occurs at least twelve months after the last covered transplant was performed. If coverage terminates, benefits will be provided for the following transplant related benefits received during a transplant benefit period which began while covered under this Plan: a) whole blood, blood processing and administration; b) private duty nursing in the Covered Person's home (must be certified at thirty day intervals as to medical necessity); c) medically necessary ambulance services; d) Outpatient prescription drugs pursuant to the approved transplant program; e) durable medical equipment prescribed by a Physician and utilized in conjunction with the approved transplant program.

Benefits are also provided for:

- Compatibility matching, preparation, acquisition, transportation and storage of human organs, bone marrow, or human tissue in conformance to the written and approved protocol.
- The transportation of the covered person, if the organ recipient, to and from the site of the transplant procedure.

Donor Expenses. Eligible medical expenses incurred by a donor who is not covered under this Plan will be considered, up to a maximum payment of \$10,000 per transplant, to the extent that such benefits are not provided under any other health plan covering the donor. Any benefits payable for a donor who is not a Participant under this Plan will apply towards the covered recipient's maximum lifetime benefit under this Plan, but if both the donor and the recipient are covered under this Plan, eligible medical expenses incurred by each person will be treated separately for each person. When the transplant recipient is not covered under this Plan, no donor coverage is available

Transplant procedures considered to be Experimental or Investigational shall not be eligible.

ADDITIONAL COVERAGE DETAILS

Orthopaedic appliances that are the original fitting, adjustment and placement of appliances such as braces, casts, splints, crutches, cervical collars, head halters, or other appliances to aid in their function when impaired. Replacement of such devices is only covered if the replacement is necessary due to a change in the physical condition of the Covered Person.

Orthotics that are the initial purchase, fitting and repair of orthotics, orthopedic or corrective shoes, and supportive appliances for the feet when determined to be Medically Necessary by the attending Physician.

Physician's Services

Charges made by a Physician for home, facility or office visits (including consultations), surgery or medical care.

Multiple Surgical Procedures/Multiple Surgeons are covered based on the following:

- For related operations or procedures performed through the same incision or in the same operative field, covered expenses shall include the surgical allowance for the highest paying procedure, plus 50% of the surgical allowance for each additional procedure (however, no benefit is payable for incidental procedures (such as an appendectomy during abdominal surgery);
- If two or more surgeons perform multiple unrelated surgical procedures, each procedure will be treated separately. If two or more surgeons perform a procedure that is normally performed by one surgeon, benefits for all surgeons will not exceed the Reasonable and Customary allowance allowed for that procedure;

For surgical assistance provided by an assistant surgeon (when Medically Necessary), Covered Expenses of the assistant surgeon are limited to 20% of the surgical allowance.

Pre-admission and pre-surgical testing in connection with a scheduled Inpatient Hospital admission or Outpatient surgical procedure.

Pregnancy – Coverage applies for all Covered Persons. Charges for pre-natal care, delivery, post-natal care and complications of pregnancy are eligible as any other medical condition.

The initial purchase, fitting and repair of fitted **Prosthetic Devices**, artificial limbs and artificial eyes, which replace body parts. Replacement of such devices is only covered if the replacement is necessary due to a change in the physical condition of the Covered Person, or, replacement is less expensive than repair of the existing device.

Skilled Nursing Facility (a.k.a. Extended Care Facility)

Room, board and floor nursing care (up to the facility's semi-private room rate for each day for room and board charges). Covered services include therapy, drugs, biologicals, supplies, appliances and equipment for use in the facility ordinarily furnished by the facility for the care and treatment of in-patients.

Sterilization procedures.(but not the reversal of such procedures)

Therapy Services including, but not limited to, radiation, chemical, physical, occupational or orthopedic therapy and cardiac rehabilitation, if prescribed by a Physician. For physical and occupational therapy, services must be designed to restore the loss or impairment of motor functions resulting from Illness or Injury. Speech therapy is covered to restore already established speech loss due to an Illness or Injury, or to correct an impairment due to congenital defect for which corrective surgery has been performed. For all therapies, coverage ends once maximum medical recovery has been achieved and further treatment is primarily for maintenance purposes.

See "Exclusions From Coverage" & "General Provisions" For Additional Coverage Details, Exclusions and Limitations

**C – Northwest State Community College Support Staff Job Description
JOB DESCRIPTION TEMPLATE**

POSITION TITLE: [Place Job Title Here]
DEPARTMENT: [Place Department of Job Here]
APPOINTING AUTHORITY: [Place the Appointing Authority Here]
SUPERVISOR: [Place Supervisor Title Here.]
GRADE LEVEL: [Place Grade Level Here]
DATE APPROVED: [Place Date Approved Here]

GENERAL PURPOSE

[Place General Purpose of job here.]

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. [Place Job Duties and Responsibilities Here]
2. [Place Job Duties and Responsibilities Here]

PERIPHERAL DUTIES

[Type Peripheral Duties Here.]

DESIRED MINIMUM QUALIFICATIONS

Education and Experience: [Type education required]

Necessary Knowledge, Skills, and Abilities: [Type skills and abilities needed here]

SUPERVISION RECEIVED

[Type what supervision is given.]

SUPERVISION EXERCISED

[Type what supervision this position has to exercise.]

RESPONSIBILITY FOR PUBLIC CONTACT

[Type what types and how much public contact this person will have]

LICENSING AND REGULATION

[Type the licensing and regulations required.]

TOOLS AND EQUIPMENT USED

[Type what tools and equipment this job requires knowledge on how to use.]

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is occasionally required to walk; use hands and fingers to feel, handle or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to [30] pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

[The work is performed primarily in an office setting. The noise level in the work environment is moderate.]The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position

Approvals:

Association Representative

Supervisor

Director of Human Resources

Date: _____

D – Northwest State Community College Formal Grievance Request

NORTHWEST STATE COMMUNITY COLLEGE

FORMAL GRIEVANCE REQUEST

1. AGGRIEVED PERSON OR PERSONS: _____
 2. IMMEDIATE SUPERVISOR: _____
 3. PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED: _____
-

4. DATE GRIEVANCE OCCURRED: _____ DATE OF FORMAL FILING: _____

5. APPLICABLE STEP

- () LEVEL ONE
- () LEVEL TWO
- () LEVEL THREE

6. STATEMENT OF GRIEVANCE: State the factual basis of grievance and contract provision(s) allegedly violated. If Level Two, identify supervisor with whom Grievant met to comply with Level One and date of meeting.

7. REMEDY SOUGHT:

THE ABOVE STATEMENT(S) ARE TRUE FACTS TO THE BEST OF MY KNOWLEDGE.

DATE: _____

SIGNED: _____
Grievant

DATE: _____

SIGNED: _____
Administrator/President

THE COLLEGE ADMINISTRATOR'S/PRESIDENT'S SIGNATURE ON THIS FORM INDICATES ONLY THAT HE/SHE HAS RECEIVED A COPY OF THIS GRIEVANCE.

Copy to: Aggrieved, Administration, Association

E – Artificial Placements

Artificial Placements

1. Beginning with the 2000-01 college year, the following persons will have the following amounts added to their salary annually. Each person's amount will be reduced by up to \$75.00 per year until the annual carry over amount is zero.

<u>Name</u>	<u>Add-on amt.</u>
Bob Austermler	\$3,807.31

2. Retroactive pay amounts will be included in the June 30, 2007 payroll. There shall be no retroactive pay for any person who left the employ of the college prior to the ratification of this contract.

F – Child Development Center Memorandum of Understanding

Northwest State Community College
and
Northwest State Community College Education Association, OEA/NEA
Memorandum of Understanding
Child Development Center

This agreement will be in full settlement of the Child Development Center (“CDC”) grievance, the State Employment Relations Board (“SERB”) Unfair Labor Practice Charge captioned *Northwest State Community College Education Association, OEA/NEA v. Northwest State Community College and Dr. Betty Young, President*, Case No. 05-ULP-10-0572, and the legal action before the Henry County Court of Common Pleas captioned *Northwest State Community College Education Association, OEA/NEA, v. Northwest State Community College*, Case No. 06-CV-122.

1. The College agrees to bargain in good faith with the Association in regard to any decision to subcontract and its effects, and by following the terms of the collective bargaining agreement as it pertains to the closing or subcontracting an auxiliary operation in the event such action becomes necessary.
2. Both parties agree to vacate Arbitrator Stewart’s May 12, 2006 arbitration decision.
3. The College agrees to comply with the contractual procedures for subcontracting auxiliary operations and for posting job vacancies.
4. Support Staff employees on the payroll as of April 30, 2007 will receive a one-time payment of \$200.00 that will be paid within 30 days of the ratification of this agreement.
5. Support Staff employees on the payroll as of April 30, 2007 who retire under the provisions of the School Employees Retirement System, will be eligible for severance pay. The rate of severance pay will be \$100.00 per year of service to the College, with a maximum payout of \$2,000.00. Service totals for part-time employees will be based on a calculation of the percent of hours worked per year compared to full-time employment. This payment is in addition to any severance payment the employees are entitled to under the language of the collective bargaining agreement.
6. Within 10 days of the ratification of this Memorandum of Understanding by the Administration and the Association, the Association agrees to dismiss the action before the Henry County Court of Common Pleas captioned *Northwest State Community College Education Association, OEA/NEA, v. Northwest State Community College*, Case No. 06-CV-122.
7. Within 10 days of the ratification of this Memorandum of Understanding by the Administration and the Association, the Association agrees to withdraw the SERB Unfair Labor Practice Charge captioned *Northwest State Community College Education Association, OEA/NEA v. Northwest State Community College and Dr. Betty Young, President*, Case No. 05-ULP- 10-0572.

The parties agree this Memorandum of Understanding will take effect when the Northwest State Community College Support Staff contract is ratified by the Northwest State Community College Board of Trustees.

WHEREFORE, the parties, intending to be legally bound hereby, apply their signatures voluntarily with full understanding of the contents of this Memorandum of Understanding.

For the College:

Dennis M. Cainil
Joan M. Aschierum

Date: 6/13/07

For the Association:

Bob Robinson
Harold G. Clarke

G - List of Eligible Support Staff per the Child Development Center MOU

The following Support Staff employees were on the payroll as of April 30, 2007 and are eligible for severance pay per the Child Development Center Memorandum of Understanding. See page 72 of the contract.

Austermiller, Robert C.	McIntosh, Gayle
Beltz, Kristine L.	Nicholls, Amber J.
Buchhop, Sandra J.	Niese, David J.
Buehrer, Marsha K.	Niese, Victoria L.
Burke, Cheryl A.	Oberhaus, Lowell L.
Cobb, Rachel A.	Oberlin, Roberta Lynn
Cordes, Jennifer L.	Ordway, John H.
Dominique, Kathy S.	Retcher, George A.
Dopp, Tracy J.	Rivas, Minerva H.
Durham, Angela M.	Robinson, Beverly A.
Eck, Dreama D.	Schlosser, Catherine A.
Eggers, Bonnie L.	Schneider, Michael D.
Gilgenbach, Julie R.	Slattman, Rebecca A.
Graber, Gloria J.	Smith, Deborah A.
Grahn, Betty J.	Van Horn, Jill D.
Grieser, Vicki L.	Winters, Mary Ann
Grim, Heath E.	Yoder, Lori A.
Hathaway, Brad	
Heer, David	
Helsel, Nancy Lou	
Hesterman, Christine K.	
Hilvers, Christina L.	
Hissong, Lou A.	
Kruse, Mary	
Maassel, Patricia A.	
Manz Jr., Alvin H.	