10-11-16
15-MED-04-0457
1086-02
K34803

SCHOOL SUPPORT PERSONNEL AGREEMENT

NORTHWEST STATE COMMUNITY COLLEGE

AND

NORTHWEST STATE COMMUNITY COLLEGE EDUCATION ASSOCIATION

July 1, 2015 – June 30, 2018

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION 1
A. Recognition 1
B. Definition 1
C. Fair Share Fee 2
ARTICLE 2: NEGOTIATIONS 4
ARTICLE 3: MANAGEMENT RIGHTS 4
ARTICLE 4: ASSOCIATION RIGHTS 5
ARTICLE 5: INDIVIDUAL RIGHTS 7
ARTICLE 6: GRIEVANCE/ARBITRATION 7
A. Construction 7
B. Scope 7
C. Step One 8
D. Step Two 8
E. Mediation 9
F. Arbitration 9
G. Arbitrator's Decision and Compensation 10
H. Limitation of Arbitrator's Authority 10
ARTICLE 7: WORK YEAR, WORK WEEK, WORK DAY 10
A. Work Year 10
B. Work Week 10
C. Work Day 11
D. Relief Time 11
E. Overtime/Extra Hours 11
F. Calamity Days 12
G. Flex Time 13
H. Part-time Additional Work 13
ARTICLE 8: WORKING CONDITIONS 13
A. Health and Safety 13
B. Students 14
C. Supervision 14
ARTICLE 9: PERSONNEL FILES 14
ARTICLE10: VACANCIES, TRANSFERS, AND PROMOTIONS 15
A. Definition 15
B. Posting 15
C. Application 15
D. Filling Positions 15
E. Trial Period 15
F. Miscellaneous 16
ARTICLE 11: 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 12: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL 17
A. Definition 17
B. Layoff 18
C. Work Hour Reduction 18
D. Rights While On Layoff 18
E. Recall 18
F. Miscellaneous 19
ARTICLE 13: VACATIONS 19
A. Eligibility 19
B. Amounts 19
C. Usage 20
ARTICLE 14: JOB CLASSIFICATIONS 20
Classification System 20
ARTICLE 15: JOB DESCRIPTIONS 21
ARTICLE 16: HOLIDAYS 22
ARTICLE 17: INSURANCE 24
A. Hospitalization and Major Medical 24
B. Dental 25
C. Vision 26
D. Life Insurance 26
E. 125 Plan 27
ARTICLE 18: LEAVES OF ABSENCE 27
FMLA 27
A. Sick Leave 27
B. Personal Leave 29
C. Personal Leave – Part-time Employees 30
D. Maternity/Paternity Leave 30
E. Military Leave. 30
F. Jury Duty 31
G. Professional Leave 31
H. Leave of Absence Without Pay 31
ARTICLE 19: EVALUATION 32
ARTICLE 20: DISCIPLINE AND DISCHARGE 32
ARTICLE 21: CONFLICT WITH REGULATIONS 33
ARTICLE 22: SALARY 34
A. Master Schedule 34
ARTICLE 23: TRAVEL 34
ARTICLE 24: PAYROLL PRACTICES 35
A. Prior Experience 35
B. Pay Schedule 35

C. Payroll Deductions 35
D. College Credit 36
ARTICLE 25: 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 26: SERS RETIREMENT AND PICK-UP OF SUPPORT PERSONNEL CONTRIBUTIONS TO SERS 38
ARTICLE 27: ABSENCE FROM DUTY 39
ARTICLE 28: MISCELLANEOUS 39
A. Parking 39
B. Uniform and Tools 39
C. Use of College Car 39
ARTICLE 29: SUBCONTRACTING 39
A. Bargaining Unit Work 39
B. Auxiliary Operations 40
ARTICLE 30: NO STRIKE, NO LOCKOUT 40
ARTICLE 31: PAST PRACTICE 41
ARTICLE 32: SEVERANCE 41
ARTICLE 33: DURATION OF AGREEMENT 42

APPENDICES:

A – Northern Buckeye Access +1A Plan 43
B – Salary Schedule (Annual Rates) Effective 2/1/2016 45
B – Salary Schedule (Hourly Rates) Effective 2/1/12016 46
B – Salary Schedule (Annual Rates) Effective 7/1/2016 47
B – Salary Schedule (Hourly Rates) Effective 7/1/2016 48
B – Salary Schedule (Annual Rates) Effective 7/1/2017 49
B – Salary Schedule (Hourly Rates) Effective 7/1/2017 50
C – Child Development Center Memorandum of Understanding 51
D – MOU dated March 14, 2016 54

ARTICLE 1: 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.

Unpaid leaves of absence automatically extend the probationary period by an equal number of days.

Probationary employees shall not be covered by the agreement except for wage, medical benefits, overtime, holiday, and union dues/fair share fee provisions.

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 first payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until their second paycheck, which period shall be the required fair share fee probationary period of new employees. Deductions will be made for 24 pays.

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 2: 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 3: 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 4: 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 posted on Facility's 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. 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.

E. 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.

F. 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.

G. The Employer shall provide the Association with a place to store a filing cabinet.

H. 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.

I. The College agrees to deduct Association dues and assessments in twenty-four (24) 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 I of the academic year. The amount to be deducted for assessments, if any, when made known to the College shall be deducted in twenty-four (24) equal amounts over twelve months, starting with the January 15 pay. The College shall forward to the Association Treasurer the payroll deductions in twelve (12) 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 twenty-four (24) 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 5: 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. On the first day of employment, 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), salary notice, and a copy of written rationale for placement on the salary schedule. Each new employee will sign and date a checklist that the documents were received and the employee will be provided a copy of his/her signed and 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. Other staff will access a member's office space for defined job-related reasons only.

ARTICLE 6: 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 are to 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 in a mutually agreed upon location.

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.

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.

C. Step One

A grievance shall be initiated, by the aggrieved person, by serving written notice of the issue to the immediate supervisor 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 in writing 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. Mediation

Grievance mediation is available as an option after the final step of the internal grievance procedure. Request to mediate must be submitted within five (5) calendar days following management's Step Two response. If mediation is requested by a party and the other party agrees to mediate, the timelines for filing a request for arbitration will be tolled subject to the mediation procedure. A party refusing mediation must give written notice to the other party within five (5) calendar days of the request. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreement shall commence on the day the refusal notice is issued.

The parties agree to utilize the service of the Federal Mediation and Conciliation Service or other agreed upon mediation service.

F. 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.

G. 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.

H. 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 7: 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:

Other Employees		Custodians
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.

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. 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 40 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 annual 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 January 1 to December 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. Schedules that are flexed must be accounted for within the same work week.

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.

ARTICLE 8: 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 college 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 9: 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 10: 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

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) calendar 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) calendar 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 not to exceed a total of five (5) years of external credit and all applicable internal experience, 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 11: 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 an 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 12: 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 in the affected classification, then other employees in that classification by 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 work 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 13: 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.

i. 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.

For absences, employees are accountable for the number of hours they were scheduled to work. Absences are recorded for not less than one-half (1/2) hour increments.

ARTICLE 14: JOB CLASSIFICATIONS

Classification System

Each 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 of a bargaining unit position, 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 job duties shall complete a Position Description Questionnaire (PDQ). This is used to collect sufficient information about the bargaining unit position, duties, responsibilities, and qualifications in order that an appropriate assignment of a job classification can be determined.

   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 bargaining unit job descriptions 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 15: 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 Department of Human Resources leadership.

   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 16: 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. Day before Christmas Day
5. Christmas Day
6. Day before New Year's Day
7. New Year's Day
8. Martin Luther King Day
9. Memorial Day
10. 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 16: HOLIDAYS

2015-2016 DECEMBER						
SUN	MON	TUES	WED	THURS	FRI	SAT
20	21	22	23 Special	24 Christmas Eve	25 Christmas Day	26
27	28 Special	29 Special	30 Special	31 New Year's Eve	1 New Year's Day	2

2016-2017 DECEMBER						
SUN	MON	TUES	WED	THURS	FRI	SAT
18	19	20	21	22 Special	23 Christmas Eve	24
25	26 Christmas Day	27 Special	28 Special	29 New Year's Eve	30 New Year's Day	31

*One special holiday to be flexible scheduled with supervisor

2017-2018 DECEMBER						
SUN	MON	TUES	WED	THURS	FRI	SAT
				21 Special	22 Special	23
24	25 Christmas Day	26 Christmas Holiday	27 Special	28 Special	29 New Year's Eve	30
31	1 New Year's Day					

ARTICLE 17: 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 until the end of the month in which they reach twenty-six (26) years of age.

The insurance plan for the employee will be Access+1 (Traditional PPO).

Bargaining unit members' health insurance contribution shall increase for those who select PPO insurance by 2% upon ratification; 2% increase January 1, 2017 and 2% increase January 1, 2018.

An HDHP option will be offered to bargaining unit members with a $1,175 allowance per month to purchase insurance (medical, dental, vision) based on family medical coverage plus an annual $3,000 health savings account allotment. For single coverage $550 per month allowance (medical, dental, vision) plus a $1,500 health savings account allotment.

ACCESS+1 (Traditional PPO) with the spousal rule in effect.

Yearly Employee Contribution based on current premiums Access+1 (Traditional PPO)						
	2016		2017		2018	
Annual Salary Range	Single	Family	Single	Family	Single	Family
>$50,001	7.0%	12.0%	9.0%	14.0%	11.0%	16.0%
$30,001 – $50,000	6.0%	9.0%	8.0%	11.0%	10.0%	13.0%
$20,001 – $30,000	5.0%	7.0%	7.0%	9.0%	9.0%	11.0%
<$20,000	4.0%	6.0%	6.0%	8.0%	8.0%	10.0%

Employees choosing Access+1 will receive a $450 contribution to their Section 125 account on 1/1/2016, 1/1/2017 and 1/1/2018. This account may be used by the employee to offset any increased out of pocket expenses.

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

During the open enrollment period for 2017 and 2018, unit members may opt to substitute a High Deductible Health Plan (HDHP) for Access+1. Any employee that elects the HDHP option will be then given an allowance of $550 for electing single coverage or $1175 for electing family coverage. This allowance is to also be used to elect and pay for their dental and vision coverage and then any leftover dollars of this allowance can then be used to purchase supplemental insurance policy offerings.

Employees choosing a HDHP medical insurance plan are eligible to have deposited into a HSA account $1500 annually if single medical insurance was elected or $3000 annually if family medical coverage is elected. These deposits are made in the following amounts $400-single or $800-family Jan 1, 2017 or 2018 and $100-single or $200-family per end of month for Jan. through Nov. for years 2017 and 2018.

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 1and 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 based on plan guidelines. The Employer shall be responsible for all payment of premiums for full-time employees when the Access +1 medical insurance is elected however when the HDHP medical insurance is elected the dental insurance comes from the insurance allowance being provided for the single or family coverage medical election.

There is an annual 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 based on plan guidelines. The Employer shall be responsible for all payment of premiums for full-time employees when the Access+1 medical insurance is elected the vision insurance that is elected also comes from the insurance allowance being provided for the single or family coverage medical election.

New eligible employees should subscribe at the time of their employment. There is an annual open enrollment period.

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 18: LEAVES OF ABSENCE

FMLA

The Family and Medical Leave Act of 1993 (FMLA) applies to all eligible staff.

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, grandchild, 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. For absences, employees are accountable for the number of hours they were scheduled to work. Absences are recorded for no less than one-half (1/2) hour increments.

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.

For absences, employees are accountable for the number of hours they were scheduled to work. Absences are recorded for no less than one-half (1/2) hour increments.

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

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 (USSERRA);
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 19: 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 20: 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 progressive discipline steps 3 and 4, the step will be backed up one step for each two (2) years without any further progressive discipline.

ARTICLE 21: 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 22: 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.

Bargaining unit members' base wage will increase 1% upon ratification, 1% July 1, 2016 and 1% July 1, 2017.

Automatic step increases will commence provided the step table is modified as below:

1-10 years	1.5% increase per step
11-30 years	1% increase per step

Bargaining unit members will be placed into the new table at a step which most closely equates to their current pay within their current classification.

The new matrix system implemented as of February 16, 2016 will be used until a date such that the *Labor Management Committee* can establish a pay scale for the hiring of new employees. The new scale will be based on a minimum, mid and maximum range system. Additionally to be discussed and documented is a definition of what constitutes a promotion within the bargaining unit and how a promoted member of the Support Staff Bargaining Unit will be evaluated for placement into the new range system. The target date for this new pay range system and documentation of handling of promoted individuals is set at June 30, 2016, however the *Labor Management Committee* can extend the deadline to a mutually agreed upon date with the understanding that the Base Matrix that was implemented on February 16, 2016 will continue to be used to determine placement of any new hires and promotions. Failure to establish a new pay scale by the target date of June 30, 2016 will not result in nullification of any other provisions to the MOU.

ARTICLE 23: 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 24: 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 employee's experience was equated to the steps on the salary schedule.

The prior experience of a new employee will be reviewed by the supervisor 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) United Way ($5.00 minimum per pay)

2) Section 125

3) NSCC Scholarship and Foundation

4) Ohio State Deferred Compensation

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 25: 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.

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 26: 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. For employees hired prior to 8-1-2007, 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 8-1-2007 will 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 27: ABSENCE FROM DUTY

Any employee who is unable to report for work on a given day shall notify his/her supervisor at least one half hour (30 minutes) prior to the start of the shift, except in extenuating circumstances. All absences other than approved vacation should be reported in advance of time taken. 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 28: 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 and per College's travel policy.

ARTICLE 29: 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 30: 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 31: 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.

ARTICLE 32: 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 33: DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2015 upon ratification, and shall remain in full force and effect through June 30, 2018, 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

Christine L Higgins / [illegible]

President

9/15/16

Date

Marsha Buehrer

Association Negotiations Chair

9/15/16

Date

FOR THE BOARD OF TRUSTEES

Kate McKelvey / Kathryn [illegible]

Director of Human Resources

9-15-2016

Date

Tom Stanley

President

9-15-2016

Date

Paul [illegible]

Chairperson of the Board

9-16-2016

Date

A – Northern Buckeye Health Plan

Deductibles - In-Network

Northern Buckeye Health Plan Medical Plan Comparison - 2016

Item	Access+ (Traditional PPO)	HDHP	Basic HDHP
Single	$500*	$1,500*	$6,350*
Family	$1,000*	$3,000* (1)	$12,700* (1)
Deductibles - Out-of-Network			
Single	$750*	$3,000*	N/A
Family	$1,500*	$6,000* (1)	
	In-Network and Out-of-Network Deductibles are separate and do not accumulate toward each other.	In-Network & Out-of-Network Deductibles are combined.	N/A
Annual Maximum Out-of-Pocket - In-Network			
Single	**$3,000***	**$3,000***	**$6,550***
Family	**$6,000***	**$5,000***	**$13,100***
The Out-of-Pocket Limit includes all Deductible, Office Copayment/Coinsurance amounts, and Rx co-pays.			
Co-Insurance - In-Network	80/20*	80/20*	100/0*
Annual Maximum Out-of-Pocket - Out-of-Network			
Single	$4,350*	$5,000*	N/A
Family	$8,700*	$9,000*	
Co-Insurance - Out-of-Network	60/40*	70/30*	N/A
Co-Payments			
Physician Office Visits			
PCP	$25*	20%* after deductible	Subject to deductible. Once in-network deductible has been satisfied, Plan pays at 100%.
Specialist	$50*	20%* after deductible	
Chiropractic	$25*	20%* after deductible	
Rehab Therapies	$25*	20%* after deductible	
Urgent Care Facilities	$30*	20%* after deductible	
Emergency Room	$150*	20%* after deductible	
Prescription Drugs - Retail			
Generic	$10*	$10* after deductible (2)	Cost of medications are subject to medical deductible. Once in-network medical deductible is satisfied, Plan pays at 100%
Brand Formulary	$30*	$25* after deductible (2)	
Brand Non-Formulary	$55*	$45* after deductible (2)	
Specialty	$75*	N/A	
Prescription Drugs - Mail Order			
Generic	$20*	$20* after deductible (2)	Cost of medications are subject to medical deductible. Once in-network medical deductible is satisfied, Plan pays at 100%
Brand Formulary	$60*	$40* after deductible (2)	
Brand Non-Formulary	$110*	$60* after deductible (2)	
Specialty	$150*	N/A	
Prescription Coverage (not subject to deductible)	Generics Preferred Program (3) Exclusive Home Delivery for Maintenance Medications (4) Excludes coverage for PPI's (5) Step Therapy (6) Exclusive CuraScript (7)	Generics Preferred Program (3)	Generics Preferred Program (3) Exclusive Home Delivery for Maintenance Medications (4) Excludes coverage for PPI's (5) Step Therapy (6) Exclusive CuraScript (7)
Additional Plan Exclusions	Temporomandibular or Craniomandibular Joint Disorder	Temporomandibular or Craniomandibular Joint Disorder	No out-of-network coverage except for emergencies; no chiropractic/spinal manipulation; Temporomandibular or Craniomandibular Joint Disorder

Preventive Care (not subject to deductible)	Paid at 100%, if included in PPACA regulations	Paid at 100%, if included in PPACA regulations	Paid at 100%, if included in PPACA regulations
Spousal Carve-out	If the spouse of an eligible Employee is employed full-time and medical coverage is available under a plan offered by his employer, the spouse must enroll for coverage under his employer's plan in order to be eligible for secondary coverage under this Plan.	If the spouse of an eligible Employee is employed full-time and medical coverage is available under a plan offered by his employer, the spouse must enroll for coverage under his employer's plan in order to be eligible for secondary coverage under this Plan.	If the spouse of an eligible Employee is employed full-time and medical coverage is available under a plan offered by his employer, the spouse must enroll for coverage under his employer's plan in order to be eligible for secondary coverage under this Plan.
End Stage Renal Dialysis (8)	Payment by this Plan will not exceed 100% of the Medicare allowance for such incurred expenses.		
Monthly Premiums	Single - $547 Family - $1,440	Single - $397 Family - $1,045	Single - $342 Family - $897

* Can be adjusted annually with non-specified parameters. All necessary changes would take effect January 1st.

(1) The entire family deductible amount must be met before any benefits are payable for any individual in the family.

(2) Per IRS Regulatory Guidelines, a prescription benefit cannot be carved out from the medical plan. Prescription co-pays apply only after the In-Network Medical Calendar Year Deductible is met.

(3) 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 ancillary fee (difference in price between the generic and brand medication).

(4) Maintenance drugs must be filled through Mail Order after 3 pharmacy fills.

(5) Proton Pump Inhibitors (used to treat GERD) are only available over-the-counter. (example - Nexium is not a covered medication because similar medications are available over-the-counter.)

(6) Begins medication for a medical condition with the most cost-effective and safest drug therapy and progresses to other more costly or risky therapies, if necessary.

(7) Provides affordable, high quality care for complex chronic conditions. Promotes optimal patient care and adherence by covering specialty medications only at Curascript.

(8) For charges due to renal dialysis, payment by this Plan will not exceed 100% of the Medicare allowance for such incurred expenses.

B – Salary Schedule (Annual Rates)

Annual Salary effective 2/16/16

Inc to Base 101%

		1	2	3	3C	4	5	6	7	7A	8	8A	8B	9	10
0 Base		17,016.48	17,499.66	19,117.28	17,919.82	19,621.47	20,797.92	22,709.65	23,841.50	30,167.49	31,869.14	33,402.72	34,474.13	38,255.57	40,944.59
1	101.5%	17,271.73	17,762.15	19,404.04	18,188.62	19,915.79	21,109.89	23,050.29	24,199.12	30,620.00	32,347.18	33,903.76	34,991.24	38,829.40	41,558.76
2	101.5%	17,530.81	18,028.58	19,695.10	18,461.45	20,214.53	21,426.54	23,396.04	24,562.11	31,079.30	32,832.39	34,412.32	35,516.11	39,411.84	42,182.14
3	101.5%	17,793.77	18,299.01	19,990.53	18,738.37	20,517.75	21,747.94	23,746.98	24,930.54	31,545.49	33,324.88	34,928.50	36,048.85	40,003.02	42,814.87
4	101.5%	18,060.68	18,573.50	20,290.39	19,019.45	20,825.52	22,074.16	24,103.18	25,304.50	32,018.67	33,824.75	35,452.43	36,589.58	40,603.07	43,457.09
5	101.5%	18,331.59	18,852.10	20,594.75	19,304.74	21,137.90	22,405.27	24,464.73	25,684.07	32,498.95	34,332.12	35,984.22	37,138.42	41,212.12	44,108.95
6	101.5%	18,606.56	19,134.88	20,903.67	19,594.31	21,454.97	22,741.35	24,831.70	26,069.33	32,986.43	34,847.10	36,523.98	37,695.50	41,830.30	44,770.58
7	101.5%	18,885.66	19,421.90	21,217.23	19,888.22	21,776.79	23,082.47	25,204.18	26,460.37	33,481.23	35,369.81	37,071.84	38,260.93	42,457.75	45,442.14
8	101.5%	19,168.94	19,713.23	21,535.49	20,186.54	22,103.44	23,428.71	25,582.24	26,857.28	33,983.45	35,900.36	37,627.92	38,834.84	43,094.62	46,123.77
9	101.5%	19,456.47	20,008.93	21,858.52	20,489.34	22,434.99	23,780.14	25,965.97	27,260.14	34,493.20	36,438.87	38,192.34	39,417.36	43,741.04	46,815.63
10	101.5%	19,748.32	20,309.06	22,186.40	20,796.68	22,771.51	24,136.84	26,355.46	27,669.04	35,010.60	36,985.45	38,765.23	40,008.62	44,397.16	47,517.86
11	101.0%	19,945.80	20,512.15	22,408.26	21,004.65	22,999.23	24,378.21	26,619.01	27,945.73	35,360.71	37,355.30	39,152.88	40,408.71	44,841.13	47,993.04
12	101.0%	20,145.26	20,717.27	22,632.34	21,214.70	23,229.22	24,621.99	26,885.20	28,225.19	35,714.32	37,728.85	39,544.41	40,812.80	45,289.54	48,472.97
13	101.0%	20,346.71	20,924.44	22,858.66	21,426.85	23,461.51	24,868.21	27,154.05	28,507.44	36,071.46	38,106.14	39,939.85	41,220.93	45,742.44	48,957.70
14	101.0%	20,550.18	21,133.68	23,087.25	21,641.12	23,696.13	25,116.89	27,425.59	28,792.51	36,432.17	38,487.20	40,339.25	41,633.14	46,199.86	49,447.28
15	101.0%	20,755.68	21,345.02	23,318.12	21,857.53	23,933.09	25,368.06	27,699.85	29,080.44	36,796.49	38,872.07	40,742.64	42,049.47	46,661.86	49,941.75
16	101.0%	20,963.24	21,558.47	23,551.30	22,076.11	24,172.42	25,621.74	27,976.85	29,371.24	37,164.45	39,260.79	41,150.07	42,469.96	47,128.48	50,441.17
17	101.0%	21,172.87	21,774.05	23,786.81	22,296.87	24,414.14	25,877.96	28,256.62	29,664.95	37,536.09	39,653.40	41,561.57	42,894.66	47,599.76	50,945.58
18	101.0%	21,384.60	21,991.79	24,024.68	22,519.84	24,658.28	26,136.74	28,539.19	29,961.60	37,911.45	40,049.93	41,977.19	43,323.61	48,075.76	51,455.04
19	101.0%	21,598.45	22,211.71	24,264.93	22,745.04	24,904.86	26,398.11	28,824.58	30,261.22	38,290.56	40,450.43	42,396.96	43,756.85	48,556.52	51,969.59
20	101.0%	21,814.43	22,433.83	24,507.58	22,972.49	25,153.91	26,662.09	29,112.83	30,563.83	38,673.47	40,854.93	42,820.93	44,194.42	49,042.09	52,489.29
21	101.0%	22,032.57	22,658.17	24,752.66	23,202.21	25,405.45	26,928.71	29,403.96	30,869.47	39,060.20	41,263.48	43,249.14	44,636.36	49,532.51	53,014.18
22	101.0%	22,252.90	22,884.75	25,000.19	23,434.23	25,659.50	27,198.00	29,698.00	31,178.16	39,450.80	41,676.11	43,681.63	45,082.72	50,027.84	53,544.32
23	101.0%	22,475.43	23,113.60	25,250.19	23,668.57	25,916.10	27,469.98	29,994.98	31,489.94	39,845.31	42,092.87	44,118.45	45,533.55	50,528.12	54,079.76
24	101.0%	22,700.18	23,344.74	25,502.69	23,905.26	26,175.26	27,744.68	30,294.93	31,804.84	40,243.76	42,513.80	44,559.63	45,988.89	51,033.40	54,620.56
25	101.0%	22,927.18	23,578.19	25,757.72	24,144.31	26,437.01	28,022.13	30,597.88	32,122.89	40,646.20	42,938.94	45,005.23	46,448.78	51,543.73	55,166.77
26	101.0%	23,156.45	23,813.97	26,015.30	24,385.75	26,701.38	28,302.35	30,903.86	32,444.12	41,052.66	43,368.33	45,455.28	46,913.27	52,059.17	55,718.44
27	101.0%	23,388.01	24,052.11	26,275.45	24,629.61	26,968.39	28,585.37	31,212.90	32,768.56	41,463.19	43,802.01	45,909.83	47,382.40	52,579.76	56,275.62
28	101.0%	23,621.89	24,292.63	26,538.20	24,875.91	27,238.07	28,871.22	31,525.03	33,096.25	41,877.82	44,240.03	46,368.93	47,856.22	53,105.56	56,838.38
29	101.0%	23,858.11	24,535.56	26,803.58	25,124.67	27,510.45	29,159.93	31,840.28	33,427.21	42,296.60	44,682.43	46,832.62	48,334.78	53,636.62	57,406.76
30	101.0%	24,096.69	24,780.92	27,071.62	25,375.92	27,785.55	29,451.53	32,158.68	33,761.48	42,719.57	45,129.25	47,300.95	48,818.13	54,172.99	57,980.83

Class 1:	
Class 2:	Food Preparation Worker
Class 3:	Bookstore Clerk (Retail), Copy Center Operator Assistant, Cook
Class 3C:	Custodian
Class 4:	Bookstore Clerk (Office), Switchboard/Receptionist/Scheduler
Class 5:	Library Assistant (Clerical), Secretary-Office, Registrar Asst, Financial Aid Asst
Class 6:	Financial Aid Counselor, Library Assistant/Circulation & IS, Senior Registrar's Assistant, Secretary-Division, Facilities Technician
Class 7:	Maintenance Technician
Class 8A:	Network Systems Technician
Class 8B:	Systems/Network Admin I and II
Class 9:	Business Systems Analyst, Data Systems Analyst
Class 10:	Network/Systems Administrator

B – Salary Schedule (Hourly Rates)

Hrly rates effective 2/16/16

	Inc to Base	101%													
		1	2	3	3C	4	5	6	7	7A	8	8A	8B	9	10
0		8.18	8.41	9.19	8.62	9.43	10.00	10.92	11.46	14.50	15.32	16.06	16.57	18.39	19.68
1	101.5%	8.30	8.54	9.33	8.75	9.57	10.15	11.08	11.63	14.72	15.55	16.30	16.82	18.67	19.98
2	101.5%	8.42	8.67	9.47	8.88	9.71	10.30	11.25	11.80	14.94	15.78	16.54	17.07	18.95	20.28
3	101.5%	8.55	8.80	9.61	9.01	9.86	10.45	11.42	11.98	15.16	16.02	16.79	17.33	19.23	20.58
4	101.5%	8.68	8.93	9.75	9.15	10.01	10.61	11.59	12.16	15.39	16.26	17.04	17.59	19.52	20.89
5	101.5%	8.81	9.06	9.90	9.29	10.16	10.77	11.76	12.34	15.62	16.50	17.30	17.85	19.81	21.20
6	101.5%	8.94	9.20	10.05	9.43	10.31	10.93	11.94	12.53	15.85	16.75	17.56	18.12	20.11	21.52
7	101.5%	9.07	9.34	10.20	9.57	10.46	11.09	12.12	12.72	16.09	17.00	17.82	18.39	20.41	21.84
8	101.5%	9.21	9.48	10.35	9.71	10.62	11.26	12.30	12.91	16.33	17.26	18.09	18.67	20.72	22.17
9	101.5%	9.35	9.62	10.51	9.86	10.78	11.43	12.48	13.10	16.57	17.52	18.36	18.95	21.03	22.50
10	101.5%	9.49	9.76	10.67	10.01	10.94	11.60	12.67	13.30	16.82	17.78	18.64	19.23	21.35	22.84
11	101.0%	9.58	9.86	10.78	10.11	11.05	11.72	12.80	13.43	16.99	17.96	18.83	19.42	21.56	23.07
12	101.0%	9.68	9.96	10.89	10.21	11.16	11.84	12.93	13.56	17.16	18.14	19.02	19.61	21.78	23.30
13	101.0%	9.78	10.06	11.00	10.31	11.27	11.96	13.06	13.70	17.33	18.32	19.21	19.81	22.00	23.53
14	101.0%	9.88	10.16	11.11	10.41	11.38	12.08	13.19	13.84	17.50	18.50	19.40	20.01	22.22	23.77
15	101.0%	9.98	10.26	11.22	10.51	11.49	12.20	13.32	13.98	17.68	18.69	19.59	20.21	22.44	24.01
16	101.0%	10.08	10.36	11.33	10.62	11.60	12.32	13.45	14.12	17.86	18.88	19.79	20.41	22.66	24.25
17	101.0%	10.18	10.46	11.44	10.73	11.72	12.44	13.58	14.26	18.04	19.07	19.99	20.61	22.89	24.49
18	101.0%	10.28	10.56	11.55	10.84	11.84	12.56	13.72	14.40	18.22	19.26	20.19	20.82	23.12	24.73
19	101.0%	10.38	10.67	11.67	10.95	11.96	12.69	13.86	14.54	18.40	19.45	20.39	21.03	23.35	24.98
20	101.0%	10.48	10.78	11.79	11.06	12.08	12.82	14.00	14.69	18.58	19.64	20.59	21.24	23.58	25.23
21	101.0%	10.58	10.89	11.91	11.17	12.20	12.95	14.14	14.84	18.77	19.84	20.80	21.45	23.82	25.48
22	101.0%	10.69	11.00	12.03	11.28	12.32	13.08	14.28	14.99	18.96	20.04	21.01	21.66	24.06	25.73
23	101.0%	10.80	11.11	12.15	11.39	12.44	13.21	14.42	15.14	19.15	20.24	21.22	21.88	24.30	25.99
24	101.0%	10.91	11.22	12.27	11.50	12.56	13.34	14.56	15.29	19.34	20.44	21.43	22.10	24.54	26.25
25	101.0%	11.02	11.33	12.39	11.62	12.69	13.47	14.71	15.44	19.53	20.64	21.64	22.32	24.79	26.51
26	101.0%	11.13	11.44	12.51	11.74	12.82	13.60	14.86	15.59	19.73	20.85	21.86	22.54	25.04	26.78
27	101.0%	11.24	11.55	12.64	11.86	12.95	13.74	15.01	15.75	19.93	21.06	22.08	22.77	25.29	27.05
28	101.0%	11.35	11.67	12.77	11.98	13.08	13.88	15.16	15.91	20.13	21.27	22.30	23.00	25.54	27.32
29	101.0%	11.46	11.79	12.90	12.10	13.21	14.02	15.31	16.07	20.33	21.48	22.52	23.23	25.80	27.59
30	101.0%	11.57	11.91	13.03	12.22	13.34	14.16	15.46	16.23	20.53	21.69	22.75	23.46	26.06	27.87

Class 1:	#N/A
Class 2:	Food Preparation Worker
Class 3:	Bookstore Clerk (Retail), Copy Center Operator Assistant, Cook
Class 3C:	Custodian
Class 4:	Bookstore Clerk (Office), Switchboard/Receptionist/Scheduler
Class 5:	Library Assistant (Clerical), Secretary-Office, Registrar Asst, Financial Aid Asst
Class 6:	Financial Aid Counselor, Library AssistantCirculation & IS, Senior Registrar's Assistant, Secretary-Division, Facilities Technician
Class 7:	Maintenance Technician
Class 8A:	Network Systems Technician
Class 8B:	Systems/Network Admin I and II
Class 9:	Business Systems Analyst, Data Systems Analyst
Class 10:	Network/Systems Administrator

Annual Salary effective 7/1/2016
Inc to Base 101%

B – Salary Schedule (Annual Rates)

		1	2	3	3C	4	5	6	7	7A	8	8A	8B	9	10
0 Base		17,186.64	17,674.66	19,308.45	18,099.02	19,817.68	21,005.90	22,936.75	24,079.92	30,469.16	32,187.83	33,736.75	34,818.87	38,638.13	41,354.04
1	101.5%	17,444.44	17,939.78	19,598.08	18,370.51	20,114.95	21,320.99	23,280.80	24,441.12	30,926.20	32,670.65	34,242.80	35,341.15	39,217.70	41,974.35
2	101.5%	17,706.11	18,208.88	19,892.05	18,646.07	20,416.67	21,640.80	23,630.01	24,807.74	31,390.09	33,160.71	34,756.44	35,871.27	39,805.97	42,603.97
3	101.5%	17,971.70	18,482.01	20,190.43	18,925.76	20,722.92	21,965.41	23,984.46	25,179.86	31,860.94	33,658.12	35,277.79	36,409.34	40,403.06	43,243.03
4	101.5%	18,241.28	18,759.24	20,493.29	19,209.65	21,033.76	22,294.89	24,344.23	25,557.56	32,338.85	34,162.99	35,806.96	36,955.48	41,009.11	43,891.68
5	101.5%	18,514.90	19,040.63	20,800.69	19,497.79	21,349.27	22,629.31	24,709.39	25,940.92	32,823.93	34,675.43	36,344.06	37,509.81	41,624.25	44,550.06
6	101.5%	18,792.62	19,326.24	21,112.70	19,790.26	21,669.51	22,968.75	25,080.03	26,330.03	33,316.29	35,195.56	36,889.22	38,072.46	42,248.61	45,218.31
7	101.5%	19,074.51	19,616.13	21,429.39	20,087.11	21,994.55	23,313.28	25,456.23	26,724.98	33,816.03	35,723.49	37,442.56	38,643.55	42,882.34	45,896.58
8	101.5%	19,360.63	19,910.37	21,750.83	20,388.42	22,324.47	23,662.98	25,838.07	27,125.85	34,323.27	36,259.34	38,004.20	39,223.20	43,525.58	46,585.03
9	101.5%	19,651.04	20,209.03	22,077.09	20,694.25	22,659.34	24,017.92	26,225.64	27,532.74	34,838.12	36,803.23	38,574.26	39,811.55	44,178.46	47,283.81
10	101.5%	19,945.81	20,512.17	22,408.25	21,004.66	22,999.23	24,378.19	26,619.02	27,945.73	35,360.69	37,355.28	39,152.87	40,408.72	44,841.14	47,993.07
11	101.0%	20,145.27	20,717.29	22,632.33	21,214.71	23,229.22	24,621.97	26,885.21	28,225.19	35,714.30	37,728.83	39,544.40	40,812.81	45,289.55	48,473.00
12	101.0%	20,346.72	20,924.46	22,858.65	21,426.86	23,461.51	24,868.19	27,154.06	28,507.44	36,071.44	38,106.12	39,939.84	41,220.94	45,742.45	48,957.73
13	101.0%	20,550.19	21,133.70	23,087.24	21,641.13	23,696.13	25,116.87	27,425.60	28,792.51	36,432.15	38,487.18	40,339.24	41,633.15	46,199.87	49,447.31
14	101.0%	20,755.69	21,345.04	23,318.11	21,857.54	23,933.09	25,368.04	27,699.86	29,080.44	36,796.47	38,872.05	40,742.63	42,049.48	46,661.87	49,941.78
15	101.0%	20,963.25	21,558.49	23,551.29	22,076.12	24,172.42	25,621.72	27,976.86	29,371.24	37,164.43	39,260.77	41,150.06	42,469.97	47,128.49	50,441.20
16	101.0%	21,172.88	21,774.07	23,786.80	22,296.88	24,414.14	25,877.94	28,256.63	29,664.95	37,536.07	39,653.38	41,561.56	42,894.67	47,599.77	50,945.61
17	101.0%	21,384.61	21,991.81	24,024.67	22,519.85	24,658.28	26,136.72	28,539.20	29,961.60	37,911.43	40,049.91	41,977.18	43,323.62	48,075.77	51,455.07
18	101.0%	21,598.46	22,211.73	24,264.92	22,745.05	24,904.86	26,398.09	28,824.59	30,261.22	38,290.54	40,450.41	42,396.95	43,756.86	48,556.53	51,969.62
19	101.0%	21,814.44	22,433.85	24,507.57	22,972.50	25,153.91	26,662.07	29,112.84	30,563.83	38,673.45	40,854.91	42,820.92	44,194.43	49,042.10	52,489.32
20	101.0%	22,032.58	22,658.19	24,752.65	23,202.23	25,405.45	26,928.69	29,403.97	30,869.47	39,060.18	41,263.46	43,249.13	44,636.37	49,532.52	53,014.21
21	101.0%	22,252.91	22,884.77	25,000.18	23,434.25	25,659.50	27,197.98	29,698.01	31,178.16	39,450.78	41,676.09	43,681.62	45,082.73	50,027.85	53,544.35
22	101.0%	22,475.44	23,113.62	25,250.18	23,668.59	25,916.10	27,469.96	29,994.99	31,489.94	39,845.29	42,092.85	44,118.44	45,533.56	50,528.13	54,079.79
23	101.0%	22,700.19	23,344.76	25,502.68	23,905.28	26,175.26	27,744.66	30,294.94	31,804.84	40,243.74	42,513.78	44,559.62	45,988.90	51,033.41	54,620.59
24	101.0%	22,927.19	23,578.21	25,757.71	24,144.33	26,437.01	28,022.11	30,597.89	32,122.89	40,646.18	42,938.92	45,005.22	46,448.79	51,543.74	55,166.80
25	101.0%	23,156.46	23,813.99	26,015.29	24,385.77	26,701.38	28,302.33	30,903.87	32,444.12	41,052.64	43,368.31	45,455.27	46,913.28	52,059.18	55,718.47
26	101.0%	23,388.02	24,052.13	26,275.44	24,629.63	26,968.39	28,585.35	31,212.91	32,768.56	41,463.17	43,801.99	45,909.82	47,382.41	52,579.77	56,275.65
27	101.0%	23,621.90	24,292.65	26,538.19	24,875.93	27,238.07	28,871.20	31,525.04	33,096.25	41,877.80	44,240.01	46,368.92	47,856.23	53,105.57	56,838.41
28	101.0%	23,858.12	24,535.58	26,803.57	25,124.69	27,510.45	29,159.91	31,840.29	33,427.21	42,296.58	44,682.41	46,832.61	48,334.79	53,636.63	57,406.79
29	101.0%	24,096.70	24,780.94	27,071.61	25,375.94	27,785.55	29,451.51	32,158.69	33,761.48	42,719.55	45,129.23	47,300.94	48,818.14	54,173.00	57,980.86
30	101.0%	24,337.67	25,028.75	27,342.33	25,629.70	28,063.41	29,746.03	32,480.28	34,099.09	43,146.75	45,580.52	47,773.95	49,306.32	54,714.73	58,560.67

Class 1:

Class 2: Food Preparation Worker

Class 3: Bookstore Clerk (Retail), Copy Center Operator

Assistant, Cook Class 3C: Custodian

Class 4: Bookstore Clerk (Office), Switchboard/Receptionist/Scheduler

Class 5: Library Assistant (Clerical), Secretary-Office, Registrar Asst, Financial Aid Asst

Class 6: Financial Aid Counselor, Library AssistantCirculation & IS, Senior Registrar's Assistant, Secretary-Division,

Facilities Technician Class 7: Maintenance Technician

Class 8A: Network Systems

Technician Class 8B:

Systems/Network Admin I and II

Class 9: Business Systems Analyst, Data

Systems Analyst Class 10: Network/Systems

Administrator

B – Salary Schedule (Per Hour Rates)

Hrly rates effective 7/1/2016

Inc to Base 101%

		1	2	3	3C	4	5	6	7	7A	8	8A	8B	9	10
0		8.26	8.49	9.28	8.71	9.52	10.10	11.03	11.57	14.65	15.47	16.22	16.74	18.57	19.88
1	101.5%	8.38	8.62	9.42	8.84	9.66	10.25	11.20	11.74	14.87	15.70	16.46	16.99	18.85	20.18
2	101.5%	8.51	8.75	9.56	8.97	9.80	10.40	11.37	11.92	15.09	15.94	16.71	17.24	19.13	20.48
3	101.5%	8.64	8.88	9.70	9.10	9.95	10.56	11.54	12.10	15.32	16.18	16.96	17.50	19.42	20.79
4	101.5%	8.77	9.01	9.85	9.24	10.10	10.72	11.71	12.28	15.55	16.42	17.21	17.76	19.71	21.10
5	101.5%	8.90	9.15	10.00	9.38	10.25	10.88	11.89	12.46	15.78	16.67	17.47	18.03	20.01	21.42
6	101.5%	9.03	9.29	10.15	9.52	10.40	11.04	12.07	12.65	16.02	16.92	17.73	18.30	20.31	21.74
7	101.5%	9.17	9.43	10.30	9.66	10.56	11.21	12.25	12.84	16.26	17.17	18.00	18.57	20.61	22.07
8	101.5%	9.31	9.57	10.45	9.80	10.72	11.38	12.43	13.03	16.50	17.43	18.27	18.85	20.92	22.40
9	101.5%	9.45	9.71	10.61	9.95	10.88	11.55	12.62	13.23	16.75	17.69	18.54	19.13	21.23	22.74
10	101.5%	9.59	9.86	10.77	10.10	11.04	11.72	12.81	13.43	17.00	17.96	18.82	19.42	21.55	23.08
11	101.0%	9.69	9.96	10.88	10.20	11.15	11.84	12.94	13.56	17.17	18.14	19.01	19.61	21.77	23.31
12	101.0%	9.79	10.06	10.99	10.30	11.26	11.96	13.07	13.70	17.34	18.32	19.20	19.81	21.99	23.54
13	101.0%	9.89	10.16	11.10	10.40	11.37	12.08	13.20	13.84	17.51	18.50	19.39	20.01	22.21	23.78
14	101.0%	9.99	10.26	11.21	10.50	11.48	12.20	13.33	13.98	17.69	18.69	19.58	20.21	22.43	24.02
15	101.0%	10.09	10.36	11.32	10.61	11.59	12.32	13.46	14.12	17.87	18.88	19.78	20.41	22.65	24.26
16	101.0%	10.19	10.46	11.43	10.72	11.71	12.44	13.59	14.26	18.05	19.07	19.98	20.61	22.88	24.50
17	101.0%	10.29	10.56	11.54	10.83	11.83	12.56	13.73	14.40	18.23	19.26	20.18	20.82	23.11	24.75
18	101.0%	10.39	10.67	11.66	10.94	11.95	12.69	13.87	14.54	18.41	19.45	20.38	21.03	23.34	25.00
19	101.0%	10.49	10.78	11.78	11.05	12.07	12.82	14.01	14.69	18.59	19.64	20.58	21.24	23.57	25.25
20	101.0%	10.59	10.89	11.90	11.16	12.19	12.95	14.15	14.84	18.78	19.84	20.79	21.45	23.81	25.50
21	101.0%	10.70	11.00	12.02	11.27	12.31	13.08	14.29	14.99	18.97	20.04	21.00	21.66	24.05	25.76
22	101.0%	10.81	11.11	12.14	11.38	12.43	13.21	14.43	15.14	19.16	20.24	21.21	21.88	24.29	26.02
23	101.0%	10.92	11.22	12.26	11.49	12.55	13.34	14.57	15.29	19.35	20.44	21.42	22.10	24.53	26.28
24	101.0%	11.03	11.33	12.38	11.60	12.68	13.47	14.72	15.44	19.54	20.64	21.63	22.32	24.78	26.54
25	101.0%	11.14	11.44	12.50	11.72	12.81	13.60	14.87	15.59	19.74	20.85	21.85	22.54	25.03	26.81
26	101.0%	11.25	11.55	12.63	11.84	12.94	13.74	15.02	15.75	19.94	21.06	22.07	22.77	25.28	27.08
27	101.0%	11.36	11.67	12.76	11.96	13.07	13.88	15.17	15.91	20.14	21.27	22.29	23.00	25.53	27.35
28	101.0%	11.47	11.79	12.89	12.08	13.20	14.02	15.32	16.07	20.34	21.48	22.51	23.23	25.79	27.62
29	101.0%	11.58	11.91	13.02	12.20	13.33	14.16	15.47	16.23	20.54	21.69	22.74	23.46	26.05	27.90
30	101.0%	11.70	12.03	13.15	12.32	13.46	14.30	15.62	16.39	20.75	21.91	22.97	23.69	26.31	28.18

Class 1: #N/A

Class 2: Food Preparation Worker

Class 3: Bookstore Clerk (Retail), Copy Center Operator Assistant, Cook

Class 3C: Custodian

Class 4: Bookstore Clerk (Office), Switchboard/Receptionist/Scheduler

Class 5: Library Assistant (Clerical), Secretary-Office, Registrar Asst, Financial Aid Asst

Class 6: Financial Aid Counselor, Library AssistantCirculation & IS, Senior Registrar's Assistant, Secretary-Division, Facilities Technician

Class 7: Maintenance Technician

Class 8A: Network Systems Technician

Class 8B: Systems/Network Admin I and II

Class 9: Business Systems Analyst, Data Systems Analyst

Class 10: Network/Systems Administrator

Annual Salary effective 7/1/2017
Inc to Base 101%

B – Salary Schedule (Annual Rates)

		1	2	3	3C	4	5	6	7	7A	8	8A	8B	9	10
0 Base		17,358.51	17,851.41	19,501.53	18,280.01	20,015.86	21,215.96	23,166.12	24,320.72	30,773.85	32,509.71	34,074.12	35,167.06	39,024.51	41,767.58
1	101.5%	17,618.89	18,119.18	19,794.05	18,554.21	20,316.10	21,534.20	23,513.61	24,685.53	31,235.46	32,997.36	34,585.23	35,694.57	39,609.88	42,394.09
2	101.5%	17,883.17	18,390.97	20,090.96	18,832.52	20,620.84	21,857.21	23,866.31	25,055.81	31,703.99	33,492.32	35,104.01	36,229.99	40,204.03	43,030.00
3	101.5%	18,151.42	18,666.83	20,392.32	19,115.01	20,930.15	22,185.07	24,224.30	25,431.65	32,179.55	33,994.70	35,630.57	36,773.44	40,807.09	43,675.45
4	101.5%	18,423.69	18,946.83	20,698.20	19,401.74	21,244.10	22,517.85	24,587.66	25,813.12	32,662.24	34,504.62	36,165.03	37,325.04	41,419.20	44,330.58
5	101.5%	18,700.05	19,231.03	21,008.67	19,692.77	21,562.76	22,855.62	24,956.47	26,200.32	33,152.17	35,022.19	36,707.51	37,884.92	42,040.49	44,995.54
6	101.5%	18,980.55	19,519.50	21,323.80	19,988.16	21,886.20	23,198.45	25,330.82	26,593.32	33,649.45	35,547.52	37,258.12	38,453.19	42,671.10	45,670.47
7	101.5%	19,265.26	19,812.29	21,643.66	20,287.98	22,214.49	23,546.43	25,710.78	26,992.22	34,154.19	36,080.73	37,816.99	39,029.99	43,311.17	46,355.53
8	101.5%	19,554.24	20,109.47	21,968.31	20,592.30	22,547.71	23,899.63	26,096.44	27,397.10	34,666.50	36,621.94	38,384.24	39,615.44	43,960.84	47,050.86
9	101.5%	19,847.55	20,411.11	22,297.83	20,901.18	22,885.93	24,258.12	26,487.89	27,808.06	35,186.50	37,171.27	38,960.00	40,209.67	44,620.25	47,756.62
10	101.5%	20,145.26	20,717.28	22,632.30	21,214.70	23,229.22	24,621.99	26,885.21	28,225.18	35,714.30	37,728.84	39,544.40	40,812.82	45,289.55	48,472.97
11	101.0%	20,346.71	20,924.45	22,858.62	21,426.85	23,461.51	24,868.21	27,154.06	28,507.43	36,071.44	38,106.13	39,939.84	41,220.95	45,742.45	48,957.70
12	101.0%	20,550.18	21,133.69	23,087.21	21,641.12	23,696.13	25,116.89	27,425.60	28,792.50	36,432.15	38,487.19	40,339.24	41,633.16	46,199.87	49,447.28
13	101.0%	20,755.68	21,345.03	23,318.08	21,857.53	23,933.09	25,368.06	27,699.86	29,080.43	36,796.47	38,872.06	40,742.63	42,049.49	46,661.87	49,941.75
14	101.0%	20,963.24	21,558.48	23,551.26	22,076.11	24,172.42	25,621.74	27,976.86	29,371.23	37,164.43	39,260.78	41,150.06	42,469.98	47,128.49	50,441.17
15	101.0%	21,172.87	21,774.06	23,786.77	22,296.87	24,414.14	25,877.96	28,256.63	29,664.94	37,536.07	39,653.39	41,561.56	42,894.68	47,599.77	50,945.58
16	101.0%	21,384.60	21,991.80	24,024.64	22,519.84	24,658.28	26,136.74	28,539.20	29,961.59	37,911.43	40,049.92	41,977.18	43,323.63	48,075.77	51,455.04
17	101.0%	21,598.45	22,211.72	24,264.89	22,745.04	24,904.86	26,398.11	28,824.59	30,261.21	38,290.54	40,450.42	42,396.95	43,756.87	48,556.53	51,969.59
18	101.0%	21,814.43	22,433.84	24,507.54	22,972.49	25,153.91	26,662.09	29,112.84	30,563.82	38,673.45	40,854.92	42,820.92	44,194.44	49,042.10	52,489.29
19	101.0%	22,032.57	22,658.18	24,752.62	23,202.21	25,405.45	26,928.71	29,403.97	30,869.46	39,060.18	41,263.47	43,249.13	44,636.38	49,532.52	53,014.18
20	101.0%	22,252.90	22,884.76	25,000.15	23,434.23	25,659.50	27,198.00	29,698.01	31,178.15	39,450.78	41,676.10	43,681.62	45,082.74	50,027.85	53,544.32
21	101.0%	22,475.43	23,113.61	25,250.15	23,668.57	25,916.10	27,469.98	29,994.99	31,489.93	39,845.29	42,092.86	44,118.44	45,533.57	50,528.13	54,079.76
22	101.0%	22,700.18	23,344.75	25,502.65	23,905.26	26,175.26	27,744.68	30,294.94	31,804.83	40,243.74	42,513.79	44,559.62	45,988.91	51,033.41	54,620.56
23	101.0%	22,927.18	23,578.20	25,757.68	24,144.31	26,437.01	28,022.13	30,597.89	32,122.88	40,646.18	42,938.93	45,005.22	46,448.80	51,543.74	55,166.77
24	101.0%	23,156.45	23,813.98	26,015.26	24,385.75	26,701.38	28,302.35	30,903.87	32,444.11	41,052.64	43,368.32	45,455.27	46,913.29	52,059.18	55,718.44
25	101.0%	23,388.01	24,052.12	26,275.41	24,629.61	26,968.39	28,585.37	31,212.91	32,768.55	41,463.17	43,802.00	45,909.82	47,382.42	52,579.77	56,275.62
26	101.0%	23,621.89	24,292.64	26,538.16	24,875.91	27,238.07	28,871.22	31,525.04	33,096.24	41,877.80	44,240.02	46,368.92	47,856.24	53,105.57	56,838.38
27	101.0%	23,858.11	24,535.57	26,803.54	25,124.67	27,510.45	29,159.93	31,840.29	33,427.20	42,296.58	44,682.42	46,832.61	48,334.80	53,636.63	57,406.76
28	101.0%	24,096.69	24,780.93	27,071.58	25,375.92	27,785.55	29,451.53	32,158.69	33,761.47	42,719.55	45,129.24	47,300.94	48,818.15	54,173.00	57,980.83
29	101.0%	24,337.66	25,028.74	27,342.30	25,629.68	28,063.41	29,746.05	32,480.28	34,099.08	43,146.75	45,580.53	47,773.95	49,306.33	54,714.73	58,560.64
30	101.0%	24,581.04	25,279.03	27,615.72	25,885.98	28,344.04	30,043.51	32,805.08	34,440.07	43,578.22	46,036.34	48,251.69	49,799.39	55,261.88	59,146.25

Class 1:
Class 2: Food Preparation Worker
Class 3: Bookstore Clerk (Retail), Copy Center Operator Assistant, Cook
Class 3C: Custodian
Class 4: Bookstore Clerk (Office), Switchboard/Receptionist/Scheduler
Class 5: Library Assistant (Clerical), Secretary-Office, Registrar Asst, Financial Aid Asst
Class 6: Financial Aid Counselor, Library AssistantCirculation & IS, Senior Registrar's Assistant, Secretary-Division, Facilities Technician
Class 7: Maintenance Technician
Class 8A: Network Systems Technician
Class 8B: Systems/Network Admin I and II
Class 9: Business Systems Analyst, Data Systems Analyst
Class 10: Network/Systems Administrator

B – Salary Schedule (Hourly Rates)

Hrly rates effective 7/1/2017

Inc to Base 101%

		1	2	3	3C	4	5	6	7	7A	8	8A	8B	9	10
0		8.34	8.57	9.37	8.80	9.62	10.20	11.14	11.69	14.80	15.62	16.38	16.91	18.76	20.08
1	101.5%	8.47	8.70	9.51	8.93	9.76	10.35	11.31	11.87	15.02	15.85	16.63	17.16	19.04	20.38
2	101.5%	8.60	8.83	9.65	9.06	9.91	10.51	11.48	12.05	15.25	16.09	16.88	17.42	19.33	20.69
3	101.5%	8.73	8.96	9.79	9.20	10.06	10.67	11.65	12.23	15.48	16.33	17.13	17.68	19.62	21.00
4	101.5%	8.86	9.09	9.94	9.34	10.21	10.83	11.82	12.41	15.71	16.57	17.39	17.95	19.91	21.32
5	101.5%	8.99	9.23	10.09	9.48	10.36	10.99	12.00	12.60	15.95	16.82	17.65	18.22	20.21	21.64
6	101.5%	9.12	9.37	10.24	9.62	10.52	11.15	12.18	12.79	16.19	17.07	17.91	18.49	20.51	21.96
7	101.5%	9.26	9.51	10.39	9.76	10.68	11.32	12.36	12.98	16.43	17.33	18.18	18.77	20.82	22.29
8	101.5%	9.40	9.65	10.55	9.91	10.84	11.49	12.55	13.17	16.68	17.59	18.45	19.05	21.13	22.62
9	101.5%	9.54	9.79	10.71	10.06	11.00	11.66	12.74	13.37	16.93	17.85	18.73	19.34	21.45	22.96
10	101.5%	9.68	9.94	10.87	10.21	11.17	11.83	12.93	13.57	17.18	18.12	19.01	19.63	21.77	23.30
11	101.0%	9.78	10.04	10.98	10.31	11.28	11.95	13.06	13.71	17.35	18.30	19.20	19.83	21.99	23.53
12	101.0%	9.88	10.14	11.09	10.41	11.39	12.07	13.19	13.85	17.52	18.48	19.39	20.03	22.21	23.77
13	101.0%	9.98	10.24	11.20	10.51	11.50	12.19	13.32	13.99	17.70	18.66	19.58	20.23	22.43	24.01
14	101.0%	10.08	10.34	11.31	10.62	11.62	12.31	13.45	14.13	17.88	18.85	19.78	20.43	22.65	24.25
15	101.0%	10.18	10.44	11.42	10.73	11.74	12.43	13.58	14.27	18.06	19.04	19.98	20.63	22.88	24.49
16	101.0%	10.28	10.54	11.53	10.84	11.86	12.55	13.72	14.41	18.24	19.23	20.18	20.84	23.11	24.73
17	101.0%	10.38	10.65	11.65	10.95	11.98	12.68	13.86	14.55	18.42	19.42	20.38	21.05	23.34	24.98
18	101.0%	10.48	10.76	11.77	11.06	12.10	12.81	14.00	14.70	18.60	19.61	20.58	21.26	23.57	25.23
19	101.0%	10.58	10.87	11.89	11.17	12.22	12.94	14.14	14.85	18.79	19.81	20.79	21.47	23.81	25.48
20	101.0%	10.69	10.98	12.01	11.28	12.34	13.07	14.28	15.00	18.98	20.01	21.00	21.68	24.05	25.73
21	101.0%	10.80	11.09	12.13	11.39	12.46	13.20	14.42	15.15	19.17	20.21	21.21	21.90	24.29	25.99
22	101.0%	10.91	11.20	12.25	11.50	12.58	13.33	14.56	15.30	19.36	20.41	21.42	22.12	24.53	26.25
23	101.0%	11.02	11.31	12.37	11.62	12.71	13.46	14.71	15.45	19.55	20.61	21.63	22.34	24.78	26.51
24	101.0%	11.13	11.42	12.49	11.74	12.84	13.59	14.86	15.60	19.75	20.82	21.85	22.56	25.03	26.78
25	101.0%	11.24	11.53	12.61	11.86	12.97	13.73	15.01	15.76	19.95	21.03	22.07	22.79	25.28	27.05
26	101.0%	11.35	11.65	12.74	11.98	13.10	13.87	15.16	15.92	20.15	21.24	22.29	23.02	25.53	27.32
27	101.0%	11.46	11.77	12.87	12.10	13.23	14.01	15.31	16.08	20.35	21.45	22.51	23.25	25.79	27.59
28	101.0%	11.57	11.89	13.00	12.22	13.36	14.15	15.46	16.24	20.55	21.66	22.74	23.48	26.05	27.87
29	101.0%	11.69	12.01	13.13	12.34	13.49	14.29	15.61	16.40	20.76	21.88	22.97	23.71	26.31	28.15
30	101.0%	11.81	12.13	13.26	12.46	13.62	14.43	15.77	16.56	20.97	22.10	23.20	23.95	26.57	28.43

Class 1: #N/A

Class 2: Food Preparation Worker

Class 3: Bookstore Clerk (Retail), Copy Center Operator Assistant, Cook

Class 3C: Custodian

Class 4: Bookstore Clerk (Office), Switchboard/Receptionist/Scheduler

Class 5: Library Assistant (Clerical), Secretary-Office, Registrar Asst, Financial Aid Asst

Class 6: Financial Aid Counselor, Library AssistantCirculation & IS, Senior Registrar's Assistant, Secretary-Division, Facilities Technician

Class 7: Maintenance Technician

Class 8A: Network Systems Technician

Class 8B: Systems/Network Admin I and II

Class 9: Business Systems Analyst, Data Systems Analyst

Class 10: Network/Systems Administrator

C - 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, OEAINEA, 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, QEA/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, OEAINEA 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:

Denis M. Cavil

Joan M. Aschlerman

Date: 6/13/07

For the Association:

This MOU will be reevaluated as to the interest of continuing said MOU (June 30, 2018) with a successor agreement or contract.

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.

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

Memorandum of Understanding
March 14, 2016

The following *Memorandum of Understanding* (MOU) is a result of discussions that took place between the NSCCEA Staff Communication Team and the College's Communication Team. Upon ratification of this MOU by the NSCCEA Support Staff membership and the Northwest State Community College Board of Trustees, the following changes will be applied to the contract terms that were implemented by the College Board of Trustees on February 16, 2016 as a result of the negotiations reaching ultimate impasse.

1) Formation of a *Labor Management Committee* with language similar to the following: "The parties agree to form a special labor management committee. Both parties may submit ideas and issues to the *Labor Management Committee*. The work of the *Labor Management Committee* will consider various proposals submitted by the Employer and Association based on prior negotiations and other ideas and concepts between periods of negotiations. The intent of this *Labor Management Committee* is to enhance the student experience at the College, by addressing evolving State of Ohio higher education issues and approaches; and to ensure that the interests of the bargaining unit employees are also the interests of the College. The committee will consist of 5 members of the Support Staff Association and 5 administrative or supervisory employees of the College and will require at least 3 members present from the Support Staff Association and the College at each meeting in order to conduct a meeting. The *Labor Management Committee* will meet once each month or more frequently as mutually agreed, beginning no later than 30 days following ratification of this agreement. The committee will conclude its work no later than 120 days prior to the expiration of the collective bargaining agreement. The parties may meet more than monthly, based on mutual agreement. By agreement of the parties, an interest based approach to deliberations of the committee may be adopted by the parties. In this instance, the parties will contact the Federal Mediation and Conciliation Service or the State Employment Relations Board to request a facilitator who will provide the training and facilitation necessary in an interest based process. The outcomes of the *Labor Management Committee* will be presented to the Employer and Association bargaining teams at the commencement of the 2018 negotiations. The parties may agree to modifications or additions to this agreement by mutually agreed side letter or memorandum of understanding."
2) Payroll deduction of Union Dues over 24 pays rather than 9. The Association understands that it is their responsibility to collect dues from those individuals who may not receive 24 paychecks throughout the calendar year.
3) Restoration of the Child Development Center Memorandum of Understanding with an agreement to reevaluate the interest of continuing said MOU (June 30, 2018) with a successor agreement or contract.

4) The new matrix system implemented as of February 16, 2016 will be used until a date such that the *Labor Management Committee* can establish a pay scale for the hiring of new employees. The new scale will be based on a minimum, mid and maximum range system. Additionally to be discussed and documented is a definition of what constitutes a promotion within the bargaining unit and how a promoted member of the Support Staff Bargaining Unit will be evaluated for placement into the new range system. The target date for this new pay range system and documentation of handling of promoted individuals is set at June 30, 2016, however the *Labor Management Committee* can extend the deadline to a mutually agreed upon date with the understanding that the Base Matrix that was implemented on February 16, 2016 will continue to be used to determine placement of any new hires and promotions. Failure to establish a new pay scale by the target date of June 30, 2016 will not result in nullification of any other provisions to this MOU.
5) Implement an across the board 3% wage increase for all Support Staff Association Employees effective July 1, 2016, and a 3% wage increase for all Support Staff Association Employees effective July 1, 2017.
6) Upon Ratification of this MOU by both the Support Staff Bargaining unit membership and the College Board of Trustees, a ratification incentive of $200 will be paid to each member of the Support Staff Bargaining Unit as of the pay period immediately following this ratification.
7) The NSCCEA will agree to cancel the following two outstanding arbitrations: Case 01-15-0004-9153 and Case 01-15-0002-6581. The NSCCEA agrees to cover the cancellation expenses that results in withdrawing the above stated arbitrations. Each party agrees to pay their own legal fees in relation to these matters.

NSCCEA Staff Communication Team

Robert Dilworth 3-30-16
Robert Dilworth Date

Carrie Baynes 3/29/16
Carrie Baynes Date

Marsha Buehrer 3/29/16
Marsha Buehrer Date

NSCC Administration Communication Team

Lori Robison 3-30-16
Lori Robison Date

16.03.30
Robert Duncan Date

Mia Gutridge 3-30-16
Mia Gutridge Date

Agreement as to the complete release of arbitration Case 01-15-0002-6581:

3/29/16
Colin Doolittle Date

3/29/16
Jason Rickenberg Date