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STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT

BETWEEN THE

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EASTERN GATEWAY COMMUNITY COLLEGE

AND

EASTERN GATEWAY COMMUNITY COLLEGE EDUCATION ASSOCIATION
PROFESSIONAL STAFF

COLLECTIVE BARGAINING AGREEMENT

Effective

August 1, 2010 through July 31, 2013

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ARTICLE I - PREFACE

The ultimate quality of a curriculum depends largely upon the quality of its faculty. The attributes desirable in the faculty of an individual curriculum are: a thorough knowledge of the subjects taught and of relevant supporting subjects, a genuine interest in development students, personal and professional integrity, a capacity for communicating ideas in oral and written form, scholarly objectivity and intelligence, and skill in the fundamentals of the teaching-learning process.

It is important that all members of the College be familiar with the philosophy and objectives of the College, as an occupation-oriented post-secondary college. Devotion to the objectives of two-year education programs is best accomplished if the instruction is closely related to working situations.

It is highly desirable that since the technical programs educate students primarily for highly specialized occupational areas, the faculty should have had relevant industrial, or other appropriate non-teaching experience.

An important requirement is that bargaining unit members maintain competence in their fields. Faculty members are encouraged to participate in technical and professional societies and engage in work in industry or in research or other relevant technical areas. Bargaining unit members are urged to keep up with the literature of their fields, to continue their education, to attend professional meetings, and to experience first-hand what is taking place in the areas of activity related to their specialties.

This statement of philosophy is not intended to add to or subtract from the rights and obligations of the parties set forth elsewhere in this agreement, nor shall it be used as a basis for disciplinary action.

ARTICLE II - DEFINITIONS

Except where otherwise indicated in this Agreement:

“ACADEMIC YEAR” shall consist of forty (40) consecutive calendar weeks ending the third Saturday in May and commencing in the previous August with five (5) consecutive workdays scheduled around Easter Sunday for Spring Break, five (5) consecutive workdays scheduled around Christmas Day for Christmas Break, and five (5) consecutive workdays scheduled around New Years Day for New Years Break. A “SEMESTER,” for purposes of defining academic year, shall be defined as seventeen (17) consecutive calendar weeks, and include classes, exam periods, holidays, and Spring Break. For purposes of calculating the seventeen (17) consecutive calendar weeks in a semester, a “WEEK” shall be defined as any workday(s) schedule, Monday through Saturday, in a calendar week.

“ASSOCIATION” means the Eastern Gateway Community College Education Association/OEA/NEA which is the exclusive bargaining representative for the bargaining unit.

“AUXILIARY CONTRACT” means what was formerly referred to as a part-time contract; means voluntarily teaching a scheduled course(s) outside the assigned work schedule.

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

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

“CONTRACT YEAR/SALARY YEAR” means August 1 through July 31.

“DAYS” mean calendar days, in accordance with ORC 4117.01(P).

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

“EMPLOYER” means the same as Board, or College.

“FISCAL YEAR” means July 1 through June 30.

“JCC” means the Jefferson County Campus.

“MTC” means Mahoning, Trumbull, and Columbiana Counties.

“EGCCEA” means the Eastern Gateway Community College Education Association.

“NEA” means the National Education Association.

“NEW COURSE ASSIGNMENT” means any course that a bargaining unit member has never taught, or a course that said member has not taught in the last five (5) years. Courses for which the faculty member’s workload has been calculated per Article XXI (B.) are not considered new courses unless five (5) academic years have elapsed since the course materials were submitted to the College and the faculty member teaches the course. If a new hire is made by the College to provide instruction, the term “new course assignment” will not apply to that individual and courses taught for a period of two (2) years.

“OEA” means the Ohio Education Association.

“PER DIEM PAY” means full-time contract amount divided by 180 work days for teaching members and by 223 work days for non-teaching members of the bargaining unit.

“REGISTERED MAIL/RECEIPT” means certified mail, return receipt requested to person’s last known address. This will constitute official notification.

“SENIORITY” means full-time continuous service at the College; continuous service means being under full-time contract at the College with pay. Satisfactory compliance with service/service year criteria shall not constitute a break in service for seniority purposes. Seniority shall be lost when an employee is discharged for just cause or leaves the employment of the College (except on RIF). Any ties in seniority shall be broken/resolved by the seniority tie breaking system as defined in this Article.

“SENIORITY TIE BREAKING SYSTEM” shall mean 1st, date of the board meeting an individual is hired; if a tie results then 2nd, date of application for initial full-time position which resulted in a full-time employment; if a tie results then 3rd, contract signature date.

This shall apply to unit members hired after January 1, 1989.

“SERB” means the State Employment Relations Board.

“SERVICE /SERVICE YEAR” means in all cases other than initial hire being available for work under a full-time contract 100% of the academic year (180 work days) for teaching members and contract year (195 work days) for non-teaching members of the bargaining unit. Authorized leaves of absence with pay do not effect calculation of service/service year. Bargaining unit members on authorized leaves of absence without pay will be given service year credit if they are available and working under a full-time contract for 83% of the academic year (180 work days) for teaching members and 83% of the contract year (195 work days) for the Career Counselor; and (223 work days) for the Director of Library Services.

“SERVICE YEAR FOR INITIAL HIRE” means being available for work and under full-time contract for 85% of the academic year (180 work days) for teaching members and 85% of the contract year (223 work days) for non-teaching member of the bargaining unit.

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

ARTICLE III - RECOGNITION

- A. The Eastern Gateway Community College Board of Trustees, hereinafter the “College” hereby recognizes the Eastern Gateway Community College Education Association, OEA/NEA-Local, hereinafter the “Association/Union” as the sole and exclusive bargaining representative for all salaried, full-time contract faculty, including Career Counselor, Director of Library Services, Counselor, Tutor Coordinator, Counselor, Mentoring Coordinator excluding all heads of departments or divisions, all supervisors, managerial employees and confidential employees as defined in the Act, and all other employees. The College recognizes that Association representation will include any newly created salaried, full-time teaching positions.
- B. Any changes in the status of recognition of any other bargaining agent shall be in accordance with Chapter 4117 of the Ohio Revised Code.

- C. During the term of this Agreement, both the College and the Association agree to continue recognizing each other as per Section A. in this article, regardless of any changes that may occur to their organizational names.

ARTICLE IV - ASSOCIATION RIGHTS

A. Use of College Facilities

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

B. Use of Internal Communications System

1. The College shall permit the Association to use the internal mail system (unit member mailboxes including electronic mail) or the internal communications system (employee lounge bulletin board), located on the JCC campus, and such use shall be for the following Association business:
 - a. Notices of Association meeting;
 - b. Notices of Association elections;
 - c. Notices of appointments to Association offices;
 - d. Notices of results of Association elections;
 - e. Notices of Association social, education or recreational affairs; and
 - f. Other Association materials.

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

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

C. Personnel Directory

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

D. Board of Trustees

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

E. Campus Visitations

Duly authorized representatives of the Association shall be permitted to transact official business with Association members on College premises during normal business hours, provided that such business does not interfere with classroom instruction or with the responsibilities of affected bargaining unit members or other staff.

F. Association Presidential Duties

1. The Association President shall be provided one (1) credit hour release time per academic semester from his/her full-time instructional assignment (as defined in Article XXI, Workload) for the purpose of conducting Association business. Except for this one (1) credit hour release time per academic semester, the Association President shall perform all duties of a full-time faculty member (as defined in the individual faculty contract and job description). In the event that an Association President is scheduled for 37 1/2 hours in any week, he/she will receive three hours of release time per week for conducting Association business.
2. In the event a faculty member has a full workload in either credit hours or contact hours (defined as fifteen (15) credit hours or an average of twenty-one (21) contact hours per week in an academic semester as part of their regular workload (see Article XIV (B.) of the collective bargaining agreement), then one (1) credit hour of Association President release time will be provided through one (1) credit hour overload pursuant to Article XIV (B.).

3. In the event the incumbent President is not on a full workload in either credit or contact hours, then the credit hour of release time will be applied in the regular and customary manner.

G. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of the Amount of Fair Share Fee

- a. All Fair Share Fee Payers

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

- b. Upon Termination of Membership during the Membership Year

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

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

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

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

ARTICLE V - MANAGEMENT RIGHTS

Except as limited by this Agreement, the College retains all rights, powers, duties, and authority granted to it by law, and is vested exclusively with rights of management as defined in Revised Code Section 4117.08(C.), including but not limited to, its rights to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of service, its overall budget, utilization or technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees, including hiring auxiliary employees or special contract employees;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College as a unit of the Public Higher Education System of the State of Ohio;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a member of the Public Higher Education System of Ohio.

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

ARTICLE VI - JOB SECURITY

A. Just Cause

The College, pursuant to ORC 4117.08(C.) (5), has the right to suspend, discipline, demote, or discharge for just cause.

Unit members with less than two (2) complete years of service shall not be covered under the just cause provisions herein in matters of non-renewal. These employees may have their contract non-renewed at the discretion of the College. In cases of such non-renewal the bargaining unit member is entitled at his/her request to reasons in writing for the non-renewal and an opportunity to discuss the matter with his/her Dean or Division Administrator, but final right to renew or non-renew rests exclusively with the College.

B. Discipline/Discharge

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

1. Formal Progressive Discipline

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

2. Due Process Procedure

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

a. Notice of Allegations and Conference

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

b. Conference

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

c. Notification of Disposition

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

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

3. Privacy of Proceedings

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

ARTICLE VII - INDIVIDUAL CONTRACTS

Bargaining unit member contracts shall be for one (1) year. These contracts will be issued by April 1 for the following academic or contract year. Contracts must be returned by unit members no later than April 15. Such contracts shall be considered void if not signed and returned by April 15, unless exception is authorized by the President.

If a unit member resigns during the term of his/her contract without providing the College 60 calendar days notice prior to the date the unit member will not be available to fulfill his/her contract obligations, the unit member will forfeit the unused sick leave reimbursement.

ARTICLE VIII - FRINGE BENEFITS

A. Hospitalization

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

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

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

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

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

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

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

provision shall be allocated toward the College's contribution to the FSA's for the next year.

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

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

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

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

B. Group Term Life Insurance

A fifty thousand dollar (\$50,000) term life insurance policy during the contract shall be provided for each member of the bargaining unit with all premiums paid by the College. This policy shall include accidental death and dismemberment riders.

C. Optional Benefits

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

1. Credit Union;
2. Tax-deferred annuity program;
3. Supplemental Life Insurance Program.

D. Vaccination / Immunization

1. The College shall provide, at no cost to the bargaining unit members, program specific vaccination / immunization mandated by state law. At a bargaining unit member's written request prior to the beginning of classes the College shall provide, at no cost to the unit member, program specific vaccination / immunization required by a cooperating program affiliate as a precondition to accepting a unit member as a College instructor in a practicum site / clinical affiliate department.
2. At the written request of a clinical affiliate, the College shall provide, at no cost to the unit member, any medical diagnostic test(s) required as a condition to accepting or continuing a unit member as a College instructor in a practicum site / clinical affiliate department.
3. The College assumes no responsibility for adverse reactions or related cost after the administration of the vaccination, immunization, or diagnostic test(s).

ARTICLE IX - TUITION REMISSION/REIMBURSEMENT

A. Tuition Remission

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

Unit member may enroll in any section or course on a space available basis where there are less than the maximum number of regular students in a class. Unit members are expected to attend a course during their non-working hours.

Bargaining unit members desiring this benefit must complete a form supplied by the Financial Aid Officer and submit it to their immediate supervisor.

2. Dependents of Bargaining Unit Members

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

Where other state and federal grant sources may be applied, the fee waiver program will be considered to be supplemental on the part of the college.

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

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

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

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

- a. Obtain and complete a fee benefit form prior to each term from the Financial Aid Officer.
- b. Submit a completed fee waiver form and a completed registration form to the Student Information Office on the date identified each semester.

B. Tuition Reimbursement

1. The College will set aside thirty thousand (\$30,000) for each fiscal year for bargaining unit member tuition reimbursement. This amount will be equally divided for distribution twice a fiscal year. Bargaining unit members must return to the College or reimburse the College for all tuition reimbursement they received during their last twelve (12) months of tuition reimbursement based on the following scale:

1 full academic year	100%
2 full academic years	66.6%
3 full academic years	33.3%

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

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

3. The plan of study must meet the following criteria:
 - a. The activity shall be directly related to the individual's work assignment or to the degree programs with a concentration that is offered in Associate Degrees at Eastern Gateway Community College. This policy is not intended to reimburse study in programs that are defined in the institution's catalog as preparing an individual for an administrative, counseling or teaching position at the elementary or secondary level.
 - b. The activity shall be undertaken at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies, unless otherwise approved by the College.
 - c. The activity shall not interfere with work responsibility.
4. The Division Administrator, or the Dean, acting through the Division Administrator will make a recommendation to the President, who will approve or disapprove the plan within thirty (30) days from the deadline date and communicate this decision to the bargaining unit member.
5. Bargaining unit members are entitled, at their request, to reasons why their request was not approved.
6. At the time that the decision regarding approval of a plan is communicated to the bargaining unit member, the reimbursement rate will also be communicated. To calculate this reimbursement rate, the Treasurer will compare the total amount of approved requests to the semi-annual amount appropriated plus any carry over and calculate the reimbursement percentage. Tuition costs will be reimbursed at the established reimbursement rate upon submission of an invoice of tuition paid and a grade report reflecting a final grade of a "C" or better. In cases where a Pass-Fail grade only is received, a grade of passing must be received. An official copy of a transcript listing the grade obtained in a reimbursed course must be forwarded by the bargaining unit member at the earliest available date.
7. All documentation for tuition reimbursement or a written request for extension must be submitted to the business office by these deadlines: March 15 for courses completed in the previous July through December period; and September 15 for courses completed in the previous January through June period. After the respective deadline dates for the submission of the documentation for reimbursement, the Treasurer will compare the total dollars reimbursed to the total amount available for the semi-annual period. The Treasurer will redistribute any funds remaining to bargaining unit members participating in the reimbursement benefit during that semi-annual period. These remaining funds will be distributed equally to all affected bargaining unit members until the member(s) receives a one hundred percent reimbursement or no funds are remaining, whichever occurs first.

8. Any funds which remain after the initial distribution and the redistribution outlined in #7 above will be carried forward and added to the College contribution for use in the next semi-annual reimbursement period. The maximum amount of dollars to be available in any semi-annual period, including the College contribution and the carry over, will be \$60,000.
9. In the event a bargaining unit member's proposed approved plan is inaccurate due to a tuition increase, the College shall reimburse the bargaining unit member in accordance with that tuition increase provided funds are available in B.1. and B.8. above.
10. In the event a bargaining unit member must make a course substitution and the substituted course has more credit hours than the course outlined in the original proposed approved plan, the College shall reimburse the bargaining unit member for the increased tuition provided funds are available in B.1. and B.8. above.

ARTICLE X - LEAVES

A. Sabbatical Leave

Sabbatical leave is educational leave. It is granted only for the benefit of the College and must be purposes of scholarly and creative endeavors that advance the professional competence, enrich the teaching, or enhance the research of the unit member to the benefit of the Department or Division and the College.

Upon the completion of seven (7) years of full-time service, a unit member is eligible to be considered for a sabbatical leave. After a sabbatical leave, a person does not become eligible again until the completion of an additional seven (7) years of full-time service.

Leaves are granted without regard to seniority or the number of years a person has been eligible for a sabbatical. The number of sabbatical leaves available each year is limited and depends upon the availability of funds and the availability of personnel to cover the duties and responsibilities of the unit member requesting sabbatical leave.

1. By May 15 for Spring or November 15 for Fall or Annual Leave, the unit member will submit a detailed proposal in writing including methods and standards of documentation for the successful completion of the proposed sabbatical leave to his/her Dean or Division Administrator.
2. By June 30 for Spring or December 31 for Fall or Annual Leave, the Dean or Division Administrator will submit an evaluation of the proposal based on its merits to the next higher administrator (Division Administrator or President).
3. By September 1 for Spring or March 1 for Fall or Annual Leave, the Division Administrator (unless he/she is covered under Step 2) will submit an evaluation based on the proposal's merit to the President.

4. The President will make a decision concerning the unit member's proposal in time for submission to the Board no later than the regular monthly Board meeting in September for Spring or March for Fall or Annual Leave.
5. The unit member will be notified in writing by the President of the decision of the Board. Copies will be sent to the Division Administrator and the Dean.

A sabbatical leave may be granted for one or two semesters of the academic year following the year in which the proposal is approved. A sabbatical leave of one semester shall be at full pay and a leave of two semesters will be at full pay for the first semester and one-half pay for the second semester.

A unit member on sabbatical shall continue to accrue sick leave, retirement credit, insurance benefits, and seniority subject to approval of the appropriate vendor or state agency.

Failure to submit documentation as indicated in #1, will obligate the member to repay the College for all benefits granted during the sabbatical within twelve (12) months.

B. Jury Duty / Court Leave

A full-time employee shall be released for jury duty or to appear as a subpoenaed witness without loss of benefits or wages. An employee required to be absent on jury service shall receive the difference between such employee's regular compensation and the remuneration received by him/her for service as a juror. The employee needs to provide documentation of court payment within thirty (30) days of receiving such payment. Employees appearing as an expert witness or as a party in their own non-employment related case must use personal leave and shall not receive the difference between such employees' regular compensation and the remuneration received by him/her for such service.

C. Absence and Sick Leave

Each bargaining unit member earns sick leave cumulative to a maximum total of 1850 hours.

Unit members earn 5.42 hours of sick leave per semi-monthly pay period. The smallest unit of sick leave which may be used is one-quarter hour. All sick leave requests require approval by the Dean or Division Administrator and time available verification by the Treasurer.

New employees and current employees who have a zero (0) balance of earned sick leave days will be advanced a number of sick days equal to the number of sick days earned in any one year period. This advance must be repaid from subsequently earned sick leave. Employees may not apply for additional sick leave advances until prior advance has been repaid (Return to a "0" balance or greater).

Members of the bargaining unit who have a sick leave advance balance may not elect to receive their final four semi-monthly pay checks upon completion of their contracted responsibilities.

Employees who must be absent from work for any reason covered by the sick leave provisions of the agreement prior to repaying all sick leave advanced must take unpaid leave of absence and reimburse the college for the pro-rated cost of benefits for the period of time on unpaid leave.

Any employee who leaves the employ of the College with a sick leave advance balance will have their sick leave advance deducted from any check/checks due at the time of their leaving. If after deduction from the employee's final check/checks a sick leave advance still exists then the employee has 60 calendar days from the last day of employment to reimburse the College in full. Any balance due after 60 calendar days will be handled according to the College's policy for collection of past due accounts.

Sick leave shall be granted when absence is made necessary by:

1. Personal illness, injury, or exposure to a contagious disease which could be communicated to other employees.
2. Illness in the immediate family and such use shall be limited to ten (10) scheduled work days per calendar year, with any unused days to be carried over to the succeeding calendar year, up to a maximum of twenty (20) days. (Immediate family means spouse, child, stepchild, or parent)

Certification of absence: A unit member must submit a certificate signed by a physician for the following:

1. Absence of five (5) consecutive work days.
2. Absence of five (5) work days whether consecutive or not in a period of fifteen (15) consecutive work days.

Bargaining unit members retiring under the State Teachers Retirement System, the School Employees Retirement System, or Alternative Retirement Systems who have at least 10 years of paid service with Eastern Gateway Community College as a full time employee shall be paid 25% of unused sick leave. Unit members retiring with less than 10 years of full time service or unit members who resign shall be paid 10% of unused sick leave up to a maximum of 15 days. Upon the death of a bargaining unit member, unused sick leave will be paid at the same rate as to an employee that is retiring. The amount to be paid will be based on their per diem at the time of retirement or resignation. Employees discharged by the College are ineligible for this benefit.

D. Bereavement Leave

Association members shall be granted up to two (2) days of paid funeral leave and up to two (2) days of paid sick or personal leave for a death in the Association member's

immediate family. "Immediate family" for this purpose means the Association member's spouse, child, stepchild, parent, stepparent, brother, sister, step-sibling, grandparent, grandchild, mother-in-law, or father-in-law, stepparent-in-law (son-in-law, daughter-in-law, brother-in-law or sister-in-law). Up to two (2) additional travel days consisting of the use of sick or personal leave may be granted at the discretion of the supervisor.

E. Personal Leave

Members of the bargaining unit shall be entitled to a maximum of three (3) days personal leave per academic year, but no more than two (2) days per semester, without loss of benefits or wages. Unit members wishing to take personal leave must secure approval of the Dean/Supervisor two weeks prior to the date of leave. The two-week time requirement will be waived for emergency situations as determined by the Dean or Division Administrator. The number of members on leave on a given day may be limited by the College. Personal leave may be cumulative up to a maximum of four (4) days.

F. Authorized Leaves of Absence Without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve months for educational, professional or other purposes, such as parental, prenatal, childcare, and adoption. In cases where leave is not approved, the bargaining unit member at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

G. Pregnancy Leave

Upon presentation of physician's statement, a bargaining unit member who becomes pregnant shall be entitled to receive a leave of absence without pay for a period not to exceed six (6) weeks. Exhaustion of sick or other types of leave shall not be a precondition for pregnancy leave. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

H. Short Term Professional Leave

Bargaining unit members may apply to their immediate supervisor for short term professional leave for the purpose of attending meetings, workshops, conferences, short courses and other appropriate activities directly related to a unit member's work. Each unit member may be approved for three such professional days per academic year by the Dean or Division Administrator. Members shall be reimbursed for expenses for participation in these activities in accordance with the travel policy provisions of this Agreement.

I. Association Leave

The President of the Association or a designee may use up to a total of seven (7) days in any contract/salary year for the purposes of attending meetings of Union affiliates. No more than a maximum of two (2) consecutive days will be permitted under this subsection in any semester. There will be no reimbursement for expenses for participating in Association functions.

J. Family and Medical Leave

In addition to any leave provided herein, and in accordance with the Family and Medical Leave Act of 1993, all bargaining unit member who have worked at least 1250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) weeks of unpaid leave (herein FMLA leave) during any twelve (12) month period for the following reasons:

1. The birth of a child and in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition;
4. Due to a serious health condition that makes the employee unable to perform the functions of the employee's position.

A bargaining unit member's FMLA year commences on the first day that the member begins using FMLA leave.

Notice

Bargaining unit members must give the College thirty (30) days notice in order to use FMLA leave. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable.

Use of Other Leaves

Bargaining unit members will not be required to use their accumulated paid leave, granted in this Negotiated Agreement, prior to using FMLA leave except as follows:

- a. For personal use of sick/personal leave, FMLA leave shall be used concurrently with paid leave for a maximum of twenty (20) days. Thereafter, a bargaining unit member shall be required to use FMLA leave only after exhausting other forms of paid leave.
- b. For use of sick leave for a member of the immediate family, the bargaining unit member shall have the option of using FMLA leave at their discretion without being required to first exhaust paid sick leave so long as advance notice is given to the College. Such FMLA leave and paid sick leave can be used alternately in combination with each other.

Employee Status & Benefits during Leave

While a bargaining unit member is on FMLA leave, the College will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status after Leave

A bargaining unit member who takes FMLA leave will return to his/her previous position with no loss of pay, status, rank, seniority or benefits.

If the employee fails to return to the College for any reason other than death or disability retirement, the employee must reimburse the College for health insurance premiums.

Intermittent Leave or a Reduced Work Schedule

A bargaining unit member may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks over a twelve (12) month period. If leave is to be taken intermittently, then the employee must list in the request for leave the specific days to be taken under FMLA and those to be charged to paid leave.

For the birth, adoption, or foster care of a child, the College and the bargaining unit member must mutually agree to the schedule before the employee may take the FMLA leave intermittently or work a reduced hour schedule.

If the bargaining unit member is taking FMLA leave for a serious health condition or because of the serious health condition of a family member, the College may require certification of the medical necessity. In such case, the College will provide the bargaining unit member with a list of four (4) medical providers from the provider list

identified in the health insurance plan, two of whom must practice in a major metropolitan area and/or at a facility associated with a medical university. From this list of four, the member will select a practitioner to provide a second opinion. In the event of a conflict between the first and second medical opinion, the College and the employee must jointly select a third practitioner whose decision will be final.

During the certification process, the employee may continue to use FMLA as outlined in this provision. In the event of decertification, the employee may use any/all other applicable forms of leave.

If not otherwise outlined in the above provisions, federal law will apply.

ARTICLE XI - PAYROLL DEDUCTION/OPTION

- A. The College agrees to deduct from the pay of Association members covered by this Agreement the periodic dues of the Association upon receipt from the Association by the Treasurer of an individually written and signed deduction authorization executed by the Association member for that express purpose.
- B. The deductions shall continue automatically and shall be irrevocable for periods of one (1) year, and shall be on a continuing basis from year to year unless a request for withdrawal by the Association member for that express purpose is submitted in writing to the Treasurer with a copy to the Association President. Withdrawal of authorization may occur during a period of fifteen (15) days each year ending August 15, provided that notifications of withdrawal are submitted to the Union and College Treasurer during such fifteen (15) day period, and the obligation of the College to deduct shall cease immediately upon receipt of the written notice of revocation of authorization from the Association member.
- C. Such authorized deductions shall be made in equal amounts from the pay of Association members in twenty (20) equal installments, beginning with the fourth paycheck of the school year. The College shall transmit the pay deductions to the Association Treasurer on a monthly basis.
- D. The enrollment period for such deductions shall be from August 1 to September 15 of each year.
- E. The balance of the authorized annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment.
- F. The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with these provisions, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and

otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

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

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

1. Credit Union
2. Tax Sheltered Annuities
3. EPAC Deductions, pursuant to ORC 3599.031.
4. Life Insurance
5. Other purposes mutually agreeable with the College and the Association or as required by law.

H. Payroll Option

1. The College will provide direct deposit of paychecks for bargaining unit members so long as the financial institution chosen to disburse payroll and the unit member's bank are able to carry out the direct deposit plan. Bargaining unit members shall make an election with respect to the manner in which each is to be paid for the subsequent academic year and notify the Office of Business Services in writing during the time period between May 1 and May 15 of each calendar year. If no notice is received, the College will continue the last designated method of payment of each bargaining unit member.
2. Bargaining unit members who do not elect direct deposit will maintain current College practice for the physical receipt of paychecks.
3. Members of the bargaining unit may elect to receive their final four semi-monthly paychecks upon completion of their contracted responsibilities.

I. Pay Periods

Members of the bargaining unit shall be paid semi-monthly their negotiated annual salary in twenty-four (24) equal payments over a 12-month period.

ARTICLE XII - RETIREMENT SYSTEMS

Membership in the State Teachers Retirement System or Alternative Retirement Systems is mandated for all salaried full-time eligible bargaining unit members. The portion that the employee pays as required by law is "picked up" for purposes of deferring Federal and State income taxes on these amounts. Contributions to the State Teachers Retirement System or Alternative Retirement System (ARS) are paid on behalf of the bargaining unit employees under the following terms and conditions.

- A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required in Section 3354 of the Ohio Revised Code, or any statutory increases therein, of the unit member's gross annual compensation, at no cost to the College, and upon approval of the retirement system. The bargaining unit member's gross annual compensation shall be reduced by the College for the purposes of State and Federal tax only by an amount equal to the amount picked up and paid by the College.
- B. The College shall compute and remit all applicable contributions to the STRS or ARS based upon annual salary and/or earned compensation which includes the amount of pickup computed herein, but assumes no further liability.
- C. The pickup percentage shall apply uniformly to all eligible members of the bargaining unit as a condition of employment. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
- D. The pickup shall apply to all compensation including supplemental earnings such as monies paid to bargaining unit members for Business/Industrial Training and for continuing education work and shall be reported to the STRS or ARS.
- E. The current deferred taxation of the "pickup" is determined solely by the Internal Revenue Service and any tax liability becomes the full responsibility of the employee. The College may refuse to "pick up" if the plan is declared unlawful or improper by the State Teachers Retirement Systems or Alternative Retirement Systems, Internal Revenue Service, Attorney General, or any agency of the State of Ohio or of the United States, or any court of competent jurisdiction, or should the rules and regulations of the IRS, STRS or ARS, change so as to render this procedure unworkable, the parties agree to return, without penalty, to the former method of computing employee/employer contributions.
- F. Payment for all paid leaves - sick leave, personal leave, severance, and supplementals including unemployment and workers' compensation - shall be based on the employee's daily gross pay prior to the reduction as basis (e.g. gross pay divided by the number of days in a unit member's contract).
- G. Forms are available in the Administrative Services Office and must be filled out with the appropriate information by all employees.

- H. Withdrawal from the System can occur only upon leaving service in the State of Ohio. Forms for such withdrawal may be requested from the State Teachers Retirement System, 275 East Broad Street, Columbus, Ohio 43215.
- I. Additional information concerning the State Teachers Retirement System is available in the Administrative Services Office or from the System's Office in Columbus.
- J. The College also elects to "pick up", in accordance with the terms and provisions of this Article, contributions on behalf of unit members who participate in retirement systems other than STRS, subject to approval of the particular retirement system.

ARTICLE XIII - EMPLOYEE REPLACEMENT

- A. The College agrees to replace all bargaining unit members who retire during the term of this agreement. This obligation does not apply to bargaining unit members who resign, die or otherwise leave College full-time employment. Replacement pursuant to Article XIII will occur within one (1) year of the effective date of the retirement of the individual creating the vacancy. The replacement need not occur in the same technology vacated by the retiring employee.
- B. Furthermore, the College agrees to hire additional full-time faculty at all EGCC sites where there is sufficient enrollment and funding.

ARTICLE XIV - ADDITIONAL COMPENSATION/CONTRACTS

I. ADDITIONAL CONTRACTS

A. Auxiliary Instructional Contract

1. Bargaining unit members may apply to teach regularly scheduled credit courses, both on and off campus outside of their assigned work schedule.
2. Teaching members of the bargaining unit wishing to be considered for summer term regularly scheduled credit courses should notify their Department Dean / Executive Vice President for Academic and Student Affairs in writing by the end of fall semester. Teaching members of the bargaining unit wishing to be considered for auxiliary instructional contracts in regularly scheduled credit courses offered in other semesters should notify the Department Dean / Executive Vice President for Academic and Student Affairs in writing by the end of fall semester. Teaching members of the bargaining unit wishing to be considered for auxiliary instructional contracts in regularly scheduled credit courses offered in other semesters should notify the Department Dean / Executive Vice President for Academic and Student Affairs in writing at least 30 days before the start of the semester. Scheduling of auxiliary instructional assignments will be made by the Department Dean / Executive Vice President for Academic and Student Affairs, who will first offer it to the

senior applicant who demonstrates that he/she is most qualified for the course. Other employees outside the bargaining unit will be considered in the applicant pool.

3. Teaching unit members may teach a maximum of 15 credit hours or an average of 21 contact hours per week over the length of the Summer Term. During the Fall and Spring Semesters teaching unit members may request to teach two auxiliary instructional contracts subject to the approval of the Dean. Under extraordinary circumstances the Department Dean can recommend that an exception be granted.
4. Non-teaching members of the bargaining unit may apply through their supervisor to the Department Dean to teach regularly scheduled credit courses outside their work schedule. The time frames for this application are those outlined above for the teaching members of the bargaining unit.
5. The compensation schedule for auxiliary instruction shall be four hundred twenty dollars (\$420.00) per semester credit hour. In cases when the bargaining unit member agrees to cover classes at the request of the Department Dean / Executive Vice President for Academic and Student Affairs, the compensation shall be at a prorated percentage of the auxiliary instructional rate.

B. Overload Contract

Teaching members of the bargaining unit assigned in excess of 15 credit hours or an average of 21 contact hours per week in an academic semester as part of their regular workload shall be compensated at a rate of 1/30 of the member's present contract salary for each credit hour or 1/42 of the member's present contract salary for each contact hour, whichever is greater.

In the event that contact hours normally scheduled in an assigned workweek were not held because of a College recognized holiday or workshop, the contact hours which would have been normally scheduled on that day(s) for a faculty member will not be deducted in calculating workload including for overload purposes. If the contact hours missed as a result of the holiday or workshop are scheduled by the College at an external contract facility at the outset or during the academic term, the additional hours will be added to the workload calculation for the bargaining unit member assigned to conduct these contact hours.

Workload will be calculated on a standardized workload worksheet. The format of the workload worksheet will be mutually agreed upon by the College and the Association and included as an appendix to this agreement.

C. Supplemental Contracts

Supplemental contracts to serve as advisor to student groups, curriculum development, or for other purposes may be offered to members of the bargaining unit. The rate of compensation for fulfillment of the duties stated in the contracts will be eighteen dollars (\$18.00) per hour. Members of the bargaining unit offered a supplemental contract will submit to the appropriate supervisor, the number of hours necessary to complete the duties to be performed. These hours will be taken into consideration when the College defines the duties to be performed, the maximum number of hours to be reimbursed and the criteria to measure successful completion of the contract and will state these in the contract. Payment for supplemental contracts will be made upon successful completion of the contract. All work performed under a supplemental contract will be performed outside the bargaining unit member's approved scheduled work hours.

D. Pay for Overload Contracts

Pay for auxiliary or overload contracts for credit classes shall be made in equal installments and shall begin no later than the second pay day in the term. The last pay for such contracts shall be the first payday after the end of the term provided the bargaining unit member has submitted grades. Pay for auxiliary or overload contracts for credit courses shall occur in the tax year in which the services are rendered.

II. ADDITIONAL COMPENSATION

A. Proficiency Testing Rate

A request for a proficiency examination as defined in the college catalog will be submitted by the student to the Department Dean / Executive Vice President for Academic and Student Affairs. If approved by the Department Dean / Executive Vice President for Academic and Student Affairs arrangements will be made to administer the examination. If a bargaining unit member gives the examination outside of his/her approved work week the rate of reimbursement to the unit member will be ten dollars (\$10.00) per test per student.

B. Extended Workweek Compensation

Hours worked by non-teaching bargaining unit members (the Director of Library Services and Career Counselor) in excess of 37.5 hours per week will be compensated at the rate of \$18.00 per hour. Extended workweek time must be approved by the Division Administrator in advance.

C. Teaching Outside of Home Base Teaching Assignment Compensation

Bargaining unit member(s) required to teach a course(s) at an EGCC site other than his/her assigned home base teaching assignment will be compensated at one

(1) credit of release time for each course assigned outside of his/her home base.
EXAMPLE: A teaching member of the bargaining unit whose home base is the Jefferson County Campus, and who is asked to teach at a MTC site, will be afforded this one (1) credit hour of release time for each course assigned at the MTC site.

III. PAY CHECK STUBS

All additional compensation shall be recorded separately on the stub of each pay receipt.

ARTICLE XV - PERSONNEL FILES

- A. There will be established and maintained one (1) official personnel file on bargaining unit members. This file will be maintained in the Office of Administrative Services.
- B. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative upon request to the Vice President for Administrative Services or his/her designee. The review of such personnel file shall be in the presence of the Vice President for Administrative Services or his/her designee. Neither the file nor any part thereof shall be removed from the College's offices.
- C. Bargaining unit members shall be informed of any complaint by a student or member of the public which is directed toward them and which will become a matter of record.
- D. Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record. Each bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Union may, at the bargaining unit member's request, accompany the member in such a review.
- E. Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information in writing contained in the file.
- F. Each member of the bargaining unit shall have the right to request in writing that such disputed materials be removed from the file. Such request shall specifically identify the material objected to and the basis for the dispute. When such a challenge is made, a reasonable investigation of the disputed information will be conducted by the President or his/her designated representative(s). Any information which cannot be verified or is found to be inaccurate by the College or an arbitrator will be deleted.
- G. Should it be determined that the disputed information should not be removed, the disputant will be permitted to include in the file a brief written statement of his/her position and a notation that the disputant protests that the disputed information contained in his/her file is inaccurate, irrelevant, outdated, or incomplete.
- H. A unit member may be charged actual cost for any copies of materials placed in or requested from his/her personnel file.

ARTICLE XVI – BARGAINING UNIT MEMBER EVALUATIONS

By the end of the first academic year following the effective date of this agreement, a committee will be formed to develop a revised performance evaluation instrument for the professional staff bargaining unit. Said committee will receive training in developing this instrument and will consist of no more than ten (10) people, half of which will be appointed by the Association. All persons conducting and receiving evaluations will also receive training.

All members of the bargaining unit shall receive an annual evaluation. This annual evaluation will be prepared by Administrative personnel and will be in writing with a copy to the bargaining unit member prior to College Commencement.

All evaluations shall be signed by both the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been inspected by him/her. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

Prior to the annual evaluation, deficiencies noted as less than satisfactory will have been communicated in writing to the bargaining unit members. At his or her request the College will have made assistance available to the bargaining unit member to correct these deficiencies.

In the case of a dispute involving the evaluation of an employee, the employee may specify such dispute in writing and the reasons therefore.

Approval of the newly developed performance evaluation instrument will be by a Memorandum of Understanding. Until a new performance evaluation instrument is approved, the current evaluation process will remain in effect.

The evaluation procedures herein do not affect the right of the College to non-renew as provided for in the Job Security provisions of this Agreement

ARTICLE XVII - FACULTY RANK

The College may employ exceptional applicants at any rank. In establishing the rank at which an individual is placed, all previous teaching and related business or industrial experience will be considered.

Faculty rank of Instructor, Assistant Professor, Associate Professor, or Full Professor may be awarded on the basis of degrees obtained, work experience, recency of experience and graduate work, the number of years employed by the College, graduate courses taken beyond an attained degree, achievement of a professional license, evidence of maintaining the latest developments in his/her profession, and post-secondary teaching experience. Specific guidelines for promotion consideration shall be made known to the Association and its members upon request. Department Dean / Division Administrators are required to direct each faculty under his/her supervision to specific guidelines for future promotions.

The procedures to be followed by faculty wishing to be considered for promotion are listed below:

1. By November 15 the faculty member should submit in writing to his/her Dean the request for promotion consideration.
2. By December 31, any materials or data supporting the promotion request should be submitted to the Department Dean, These materials and official documents should be related to the criteria rank descriptions/requirements as set forth in Guidelines for Faculty Rank as determined by the College.
3. By January 31, the Department Dean shall have reviewed the candidate's qualifications, and shall have met with the candidate to inform him/her of the recommendations to the Executive Vice President for Academic and Student Affairs.
4. By March 1, the Executive Vice President for Academic and Student Affairs shall submit in writing to the President and also to the candidate both the recommendation and the reasons for the recommendation.
5. The President will make a decision concerning faculty promotion in time for submission to the Board no later than the regular monthly Board meeting in March.
6. Should the President not accept a promotion recommendation he/she shall provide reasons in writing to the Executive Vice President for Academic and Student Affairs, Department Dean, and the candidate.
7. Should the candidate not have been granted promotion, he/she has the option of meeting with his/her Dean and the Executive Vice President for Academic and Student Affairs to devise a plan for future achievement that, when satisfactorily completed, would be adjudged as meeting the rank advancement requirements.

The Career Counselor and Director of Library Services are not eligible for faculty rank.

ARTICLE XVIII - CONTINUED PERFORMANCE

No member of the bargaining unit or any organization, individual, employee or agent on behalf of such member of the bargaining unit shall sponsor or endorse a work stoppage in contravention of Chapter 4117 of the Ohio Revised Code.

ARTICLE XIX - TRAVEL POLICY

A. Approvals

All unit members who are required or request to make trips at College expense must have approval in advance from the appropriate Department Dean and/or Division Administrator.

B. Reimbursement for Personal Expenses

1. General

All expense accounts must be submitted on the forms provided by the College. Detailed travel and expense policy appears on the reverse side of the Travel and Incidental Expense Reimbursement Request Forms. Reimbursement may be partial or full, subject to the terms agreed to when the trip was approved. The minimum reimbursement request is ten dollars (\$10.00).

2. Advances

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

3. Transportation

A. Home Base Assignment

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

- B. Employees may be required by the College to travel by rental car where such method is less expensive for the College than travel by privately owned car. If the employee elects to drive a privately owned vehicle, the

employee will be reimbursed at the cost of the rental car or at the IRS mileage rate for travel by privately owned vehicle, whichever is less.

- C. If travel is by privately owned car, reimbursement will be made at the current IRS mileage rate. Notification of all IRS changes to this rate shall be provided to the association within one week of the college's receipt of such change. (No retroactive rate adjustments will be made.) If common carriers service including airlines is used, the ticket stubs must be attached to the Personal Expense Voucher. Where more than one employee travels in the same car, the car travel allowance will be paid to the car driver only. Any person driving his/her own or other privately owned car while traveling on college business assumes all responsibility for accidents, property damage, or public liability.

4. Hotel and Meals

Hotel charges must be restricted to a reasonable amount. Receipted hotel bills must be attached to the expense voucher. When multiple occupancy occurs, the College will reimburse the unit member at his/her proportionate share. Hotels and meals must be itemized showing the cost for each day. The \$30.00 (thirty dollars) maximum can be exceeded for extenuating circumstances with prior approval from the Division Administrator.

5. Miscellaneous Items

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

No bargaining unit member will be reimbursed for travel expenses without prior approval of his/her Department Dean and/or Division Administrator. All travel for fiscal year July 1 to June 30 must be submitted to the Business Office for payment no later than 30 calendar days after the termination of the fiscal year on June 30. The ten dollars (\$10.00) minimum will be waived in such cases.

ARTICLE XX - MISCELLANEOUS PROVISIONS

A. Student Load

1. The unit member's rate of payment for courses conducted will not be affected by the number of students in a course.
2. Prior to the submission/completion of the first draft of each College catalog, the College will seek input from the Association regarding course limits.

B. Loss of Wages

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

C. Support Services

1. Xerox

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

2. Lab Assistants

Employment of laboratory assistants shall be approved by the College Administration.

3. Office Facilities

Each full-time faculty member shall be provided with office space.

4. Educational supplies shall be made available to each bargaining unit member at no cost according to College defined procedures.

5. A lounge area will be designated for faculty use.

D. Program Director/Mentor

Bargaining unit members may be assigned the responsibility of Program Director at the discretion of the Dean/Executive Vice President for Academic and Student Affairs.

1. Designated as a Program Director;
2. Provided three (3) credit hours (for those faculty whose workloads are calculated on credit hours) release time per semester or three (3) contact hours (for those

health faculty whose workloads are calculated on contact hours) release time per semester or four (4) contact hours (for those health faculty who have dual program assignments [nursing, dental assisting/expanded function dental assisting, clinical lab technician/phlebotomy technician] calculated on contact hours) release time per semester.

*Current worksheet to be amended (N/A eliminated and replaced with 3 or 4) [for health faculty only]

3. Provided with a job description;
4. Appointed for an academic year;
5. Provided one (1) credit hour release time or a two (2) credit hour auxiliary instructional contract in the semester in which a formal program self study accreditation/re-accreditation report, that requires a program on-site visit, is written and mailed to the accreditation agency.
6. A Program Director/Mentor Review Committee will be created to develop/update the program direction position and the mentor position, including job descriptions, workload, compensation, etc. The Committee will utilize the 2010 IBB bargaining flipcharts as the basis for the Committee scope and purpose. The Committee will consist of at least equal membership from the Association and College; however, the Association representation cannot be the minority. Total committee membership cannot exceed ten (10) members. Association membership will be appointed by the President of the Association. College membership will be appointed by the Executive Vice President for Academic and Student Affairs. The Committee will utilize a consensus decision-making model when developing the policy. The Committee's recommendation will be presented in the form of a Memorandum of Understanding to the Association and the Board for ratification. The Committee's work will be completed by the end of the 2010-2011 school year. While the Committee meets, the existing policy will be enforced as stated in Article XX, Section D.

E. Employment Responsibilities and Regulations

The College when establishing and changing job descriptions will consider input from the Association. Once established or changed such information shall be made known to the Association and to the affected unit members. Once established job descriptions may only be changed during the annual anniversary month of this Agreement.

F. Conflicts of Interest

The personal conduct of a bargaining unit member is not within the appropriate concern or attention of the Board provided such conduct is not in violation of law, and except as it

may directly prevent the bargaining unit member from properly performing his/her assigned functions during the workday.

G. Collegiality

The College will seek input from bargaining unit members on matters of curriculum, equipment purchase and other instructional items.

H. College Calendar

The College reserves the right to establish and change the academic calendar using the definition of Academic Year in Article II. However, in establishing the College calendar, input from the Association will be sought prior to the submission of the first draft of each College catalog. The College agrees to meet with representatives designated by the Association on or before November 15 in order to review the existing College calendar before developing any draft of the calendar for a succeeding school year.

I. Individual Rights

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

J. Student Appeals

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

1. The affected bargaining unit member shall, within five (5) days after they are received, completed, or sent by the College, be provided copies of any written correspondence, forms, updated Student Complaint/Appeal forms, reports, memos or other documents related to the appeal which have been generated by the student and/or the student's legal representative(s), or by the College or its legal representative(s).
2. If the bargaining unit member is requested or required to attend a meeting related to the formal complaint/appeal, with the College administration, the student, the student's legal representative or the College's legal representative, the member

may be accompanied by a union representative and/or legal counsel. In contacting the bargaining unit member to schedule such a meeting, the College administrator arranging the meeting will convey to the unit member the anticipated attendees at the meeting to the degree which they are known to him or her. It is the unit member's responsibility to notify the College administrator prior to the meeting whether he/she intends to bring a representative(s), to identify any such representative(s), to the degree which they are known and to advise the union of the date and subject of any such meeting(s).

K. Safety and Security

A committee of eight (8) employees with half appointed by the College and half appointed by the Association will be jointly formed to gather information and data on the subject of safety and security at the College and make recommendations to the Board of Trustees. The committee will be jointly chaired by a representative of the Association and a representative of the College and will be vested with the power to: review all security/safety systems of the College, receive quarterly summaries regarding incidents and outcomes as generated during the normal course of business by the College (preserving at all times any confidentiality required by state and/or federal law), to investigate problems and concerns, request information as necessary to carry out the committee's purpose and to make specific recommendations to improve the safety and security of the College in the following four areas:

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

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

L. Calamity

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

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

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

In the event of a required evacuation of an EGCC worksite(s), non-maintenance employees excluding security/emergency employees cannot be recalled to work after two (2) hours of said required evacuation. Additionally, non-maintenance employees are not required to remain in a worksite(s) without power, water, heat, or other essential service for more than sixty (60) minutes.

M. Student Grade Changes

A Grade Change Appeal Policy Committee will be created to develop a student grade change policy. In developing the student grade change policy, the Committee will ensure any new grade policy meets minimum outside agency policies. The Committee will utilize the IBB Bargaining Interests when developing the student grade change policy. The committee will consist of at least equal membership from the Association and the College; however, the Association representation cannot be the minority. Total committee membership cannot exceed ten (10) members. Association membership will be appointed by the President of the Association. College membership will be appointed by the Vice President of Academic Affairs. The Committee will utilize a consensus decision-making model when developing the policy. The Committee's recommendation will be presented in the form of a Memorandum of Understanding to the Association and the Board for ratification. The Committee's work will be completed by the end of the 2010-2011 school year. While the Committee meets, the existing policy will be enforced as stated in Article XX, Section J.

N. Technology Enhanced Courses

1. Technology-enhanced courses are defined as "any course using IVDL, online software, or related technology".
2. Full-time professional staff teaching technology-enhanced courses will receive at least fifteen (15) hours of professional development. Attendance at such training is mandatory. In addition, advanced training will be offered to full-time professional staff already using enhanced-technology. Advanced training is not mandatory. For either introductory (basic) or advanced training, the full-time professional staff will be compensated at twenty dollars (\$20.00) per hour.
3. Full-time Professional Staff will have input into section size and the scheduling of technology-enhanced courses.
4. ITV classes will be capped cumulatively at twenty-five (25) students until such time when policies/strategies are developed that maintain quality of the technology and training of faculty and support staff.

5. A technology support person will be available at each site to assist students and faculty in the technology-enhanced course's classroom.

ARTICLE XXI - WORKLOAD

A. Teaching Members of the Bargaining Unit

1. The academic year (as defined in Article II - Definitions) for teaching members of the bargaining unit shall consist of two (2) semesters annually and twenty (20) non-instructional days assigned by the College.
2. If there are no qualified volunteers for courses required to be offered during the summer term, and if qualified instructors from outside the bargaining unit are not available by May 1, the least senior qualified bargaining unit member will be assigned. Such auxiliary contract assignment will be rotated each summer in order of the least senior qualified bargaining unit member who has not previously been assigned. Bargaining unit members required to work summer term will have two consecutive calendar weeks during which they will be excused from their normal work load between the end of summer term and the beginning of fall semester.
3. A full-time instructional assignment is a 15 credit hour teaching load per semester or an average of 21 contact hours per week over the length of the semester. In no case shall the workweek (all contact hours and office hours) exceed 37.5 scheduled hours in any single week. In the event an assignment in a specific semester exceeds this full-time teaching load, the teaching unit member will be compensated at the rate identified in the overload provision of this Agreement. Workload will be calculated on a standardized workload worksheet. The format of the workload worksheet will be mutually agreed upon by the College and the Association and included as an appendix to this agreement.
4. Other departmentally related assignments will be given full-time teaching unit members whose course assignments are less than a full-time instructional load.
5. Within any five-day workweek, each teaching member will schedule and post a minimum of six (6) office hours on campus. No office hour(s) need be scheduled on any weekday that the member is not otherwise required to be on campus. The schedule of office hours is subject to approval by the Dean and can be changed with one week's notice. Teaching unit members' contracts will contain a provision for day/evening and Saturday instruction. The work hours will be adjusted according to evening/Saturday assignment. The College may schedule additional hours for committee assignments, recruitment, and any other job related assignments.

B. Notice of Instructional Assignment

1. Each teaching bargaining unit member will have input in course scheduling with his/her Dean. Additionally, teaching bargaining unit member(s) will have teaching and scheduling priorities met as best as possible as stated in the Interest Based Bargaining Statement of Intent located in Appendix D.
2. Each teaching bargaining unit member shall receive in writing notice of any new course assignment no less than sixty (60) calendar days prior to the day upon which the assigned course to be taught begins. New course assignment is defined in Article II.
3. If less than sixty (60) days notice is received by the bargaining unit member for a new course assignment, such courses shall be calculated for workload purposes at 1.25 of the credit/contact hours for the semester in which the course is to be taught.
4. If the bargaining unit member has been given notice of a new course assignment and does not teach the new course assignment for any reason, during the semester for which it was originally assigned, the credit/contact hours of the new course assignment shall be applied to the bargaining unit member workload at .25 in the semester for which the new course assignment was originally made. Such material, whatever its content or form, required by the College to complete the new course assignment shall become the property of the College and will be transmitted from the bargaining unit member to the Executive Vice President for Academic and Student Affairs upon request.

C. Non-Teaching Members of the Bargaining Unit

1. The Career Counselor; Director of Library Services; Counselor, Tutor Coordinator; Counselor, Mentoring Coordinator will work 37.5 hours per week assigned by his/her supervisor.
2. At the College's option up to five additional work weeks can be scheduled at the rate of compensation identified in Article XIV - Additional Compensation / Contracts, subsection I. C. (Supplemental Contracts). The weeks will be schedule contiguous to the regular school year and may be split. The College will notify the unit members of the summer assignment by December 31 of the preceding year.

ARTICLE XXII - REDUCTION-IN-FORCE

The College pursuant to ORC 4117.08(C)(5) has the right and responsibility to layoff, transfer, assign, schedule, promote or retain employees.

The College may determine that changes in programming, student load and/or services may result in the layoff of bargaining unit members. Prior to the decision to layoff bargaining unit members, the College will have made an attempt to review possible alternatives.

A. Procedure Prior to Layoff

1. The College will notify the Association President and the members affected of potential layoffs occurring in the succeeding academic year by April 1.
2. Any reduction in force shall be first accomplished through attrition insofar as it is possible to do so - that is, the number of unit members affected by the layoff will be kept to a minimum by not employing replacements for those unit members who retire or resign. The employment of replacements for some positions may be necessary in the event that unit members do not possess the necessary qualifications for the position to be filled.
3. Any layoff of bargaining unit members shall be preceded by the reduction of part-time employees in the program to be reduced except for those part-time employees who teach courses for which bargaining unit members do not possess the necessary qualifications. For bargaining unit members with 4 to 8 years of service at the College, part-time courses being instructed in no more than two (2) programs will be combined where possible to create a full-time assignment; for unit members with 9 or more years of service at the College, courses being instructed under part-time contracts in no more than three (3) programs will be combined to create a full-time assignment. Members must demonstrate current qualifications to teach these courses.

B. Layoff Procedure

1. If layoff is necessary in any program, the College will provide the Association President and the members affected with a seniority list.
2. The seniority list for the affected program will rank unit members by length of full-time service at the College. Bargaining unit members will be laid off in reverse order of the seniority list.
3. Bargaining unit members affected will be notified by registered mail of the effective date of the layoff.

C. Recall Procedure

1. A laid-off bargaining unit member shall be offered reemployment when a vacancy becomes available for which he/she is qualified. Recall shall be in order of seniority with the most senior qualified being recalled first.
2. Bargaining unit members being recalled shall be notified by registered mail to their last known address and shall have ten (10) calendar days from the date of delivery to respond affirmatively in writing. It shall be the bargaining unit member's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
3. If the bargaining unit member fails to report in writing within ten (10) calendar days from the date the recall notification was delivered, and/or fails to report to the College on the date specified, he/she shall be removed from the RIF list and the Board of Trustees shall have no further obligations to him/her.
4. A bargaining unit member who has been laid-off shall be placed in a recall list according to the following schedule:

0-5 years service equals 1 year recall.

6-10 years service equals 2 years recall.

11 or more years service equals 3 years recall.

During the recall period, the bargaining unit member's salary step and advancement benefits shall cease, but shall be reinstated when recalled. Bargaining unit members on the recall list who desire to teach part-time classes must comply with the notification requirements listed in the part-time subsection of this Agreement. Bargaining unit members who are on the recall list will be given first option to teach on a part-time contract, courses for which they are qualified. Bargaining unit members who are employed on a part-time basis while on the recall list shall earn service credit at a rate of 1/30 of a year for a credit hour taught. During the first year of the recall period, the bargaining unit member shall be eligible to receive tuition reimbursement benefits. The College shall cease payment of all other bargaining unit member's benefits upon layoff. However, the bargaining unit member may continue his/her medical coverage as outlined in the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or continue their life insurance coverage for a period of 12 months from the expiration of their current individual contract by assuming the total cost of the applicable benefit. Continuation of benefits are subject to the approval of the carriers. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."

D. Grant Funded Positions

If a bargaining unit position is created by grant funding and there is a substantial reduction in that grant funding or the grant funding ceases, the position may be terminated by the Board of Trustees and the affected bargaining unit member shall be placed on layoff status and considered as a candidate for any future bargaining unit job for which the member is qualified.

A grant-funded position shall be defined as one which is:

1. Initially grant-funded in whole or in part.
1. Advertised as a grant-funded (and therefore not guaranteed).
2. Specified to the current employee or applicant as grant-funded (and therefore not guaranteed).
3. Voluntarily applied for and accepted by the applicant or current employee.

If the grant funding is reduced or ceases, the position may be eliminated by the Board of Trustees and the affected bargaining unit member shall maintain his/her rights under the layoff and recall Articles of this Agreement.

ARTICLE XXIII - GRIEVANCE/ARBITRATION PROCEDURE

A. Philosophy and Purpose

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

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

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

B. Definitions

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

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

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

WORKDAY, any day (excluding Saturdays and Sundays) when the College, according to the official calendar, is open and conducting College business.

C. Procedure

The procedures of the grievance system are divided into informal and formal methods. Regardless of the method, it is important that the grievance be processed as quickly as possible at each administrative level, so as to render a decision to the grievant as soon as possible.

The number of days indicated herein, should be considered maximum.

Time limits specified may be extended by mutual agreement of all parties involved.

D. Formal Procedure (Step 1)

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

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

E. Division Administrator (Step 2)

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

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

F. Presidential Review (Step 3)

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

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

G. Binding Arbitration (Step 4)

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

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

The fees and expenses of arbitration shall be borne equally by the College and grievant.

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

H. General Provisions

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

A grievance may be withdrawn at any level by the grievant without prejudice.

Time limits indicated in this grievance procedure are maximum limits only. Every effort shall be made to resolve the grievance at the earliest possible date. However, any grievance not timely presented for disposition at any step herein shall not thereafter be considered a grievance under this Agreement and shall be deemed settled pursuant to the last response of the college and further appeal shall be waived and barred. Failure on the part of the College to timely respond to a grievance at any step shall cause such grievance to proceed to the next step.

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

If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties.

The grievant must be present at each and every step herein, and the association has the right to be present at each and every step.

Both parties are to have reasonable access to relevant available information concerning the grievance.

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

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

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

Grievance forms included in Appendix A.

ARTICLE XXIV - SALARY SCHEDULE

All bargaining unit members shall be placed on the attached salary schedule according to their current level of education and full years of service with Eastern Gateway Community College. Such salary shall be for the contract year as defined herein.

Present bargaining unit members will be placed on the salary schedule according to their degrees, and post bachelors graduate semester and post-masters graduate semester credit hours. Hereafter, bargaining unit members who possess the necessary credentials to be reclassified must present official documentation to the Dean or Division Administrator by January 31 of each year. If their classification meets the documentation requirement, it will be noted in the member's next contract to be issued April 1 with the appropriate salary increase effective on the next date identified on the salary schedule. Satisfactory documentation shall mean that the degree or course work is in a field directly related to the member's assignment and was undertaken and successfully completed with a grade of "C" or better at an institution which holds full accreditation membership at one of the seven Regional Institutional Accrediting Bodies recognized by the Council on Post Secondary Accreditation. In cases where a Pass-Fail grade only is offered, a grade of passing must be received. Failure to obtain at least the minimum grade required by this Article may prevent the bargaining unit member from moving to the Bachelors Plus 15 or Masters Plus 30 column. The thirty (30) hours reflected in the Masters Plus 30 column must be course work that is undertaken by the faculty member toward a terminal degree in that particular field (for example, Ph.D.). Course work taken in furtherance of a second

masters degree will not qualify or be credited to achieving the Masters Plus 30 column of the salary schedule.

If an individual anticipates completing course work prior to the beginning date of the new contract which would lead to advancement on the salary schedule, the individual should put the College on notice of the fact by submitting a letter to their Dean or Division Administrator by January 31 prior to the next contract year.

A new contract reflecting the satisfactory completion of course work will be issued to the bargaining unit member who has provided such notice after the unit member has provided satisfactory documentation.

SALARY SCHEDULE FOR BARGAINING UNIT MEMBERS

Years of Service	No Degree or Assoc.	Bachelors	Bachelors Plus 15	Masters	Masters Plus 30
0	0.8889	1.0000	1.0750	1.1500	1.2250
1	0.9333	1.0500	1.1278	1.2056	1.2861
2	0.9778	1.1000	1.1806	1.2612	1.3472
3	1.0222	1.1500	1.2334	1.3168	1.4083
4	1.0667	1.2000	1.2862	1.3724	1.4694
5	1.1111	1.2500	1.3390	1.4280	1.5305
6	1.1555	1.3000	1.3918	1.4836	1.5916
7	1.2000	1.3500	1.4446	1.5392	1.6527
8	1.2444	1.4000	1.4974	1.5948	1.7138
9	1.2889	1.4500	1.5502	1.6504	1.7749
10	1.3333	1.5000	1.6030	1.7060	1.8360
11	1.3778	1.5500	1.6558	1.7616	1.8971
14	1.4222	1.6000	1.7086	1.8172	1.9582
17	1.4667	1.6500	1.7614	1.8728	2.0193
20	1.5111	1.7000	1.8142	1.9284	2.0804
23	1.5556	1.7500	1.8670	1.9840	2.1415
26	1.6000	1.8000	1.9198	2.0396	2.2026
29	1.6444	1.8500	1.9726	2.0952	2.2637

BACHELOR'S BASE - (August 1, 2010 - July 31, 2011) \$29,631

Salary will be retroactive to August 1, 2010. The retroactive salary will be paid in one lump sum thirty (30) days following the ratification of the 2010-2013 Collective Bargaining Agreement.

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

New bargaining unit members with prior work/teaching experience will receive credit for up to two years work/teaching experience on the salary schedule upon submission of appropriate documentation.

For positions where the current base does not attract qualified employees due to existing market value, the College may award up to an additional four years service credit on the salary schedule at the College discretion.

Any bargaining unit member who does not receive an increment due to years of service (years 12, 13, 15, 16, 18, 19, 21, 22, 24, 25, and beyond 26) will receive a fixed sum added to their annual full-time contract per the following schedule:

CURRENT DEGREE STATUS				
Years of Service	Bachelors	Bachelors Plus 15	Masters	Masters Plus 30
12	\$300.00	\$400.00	\$600.00	\$700.00
13	\$300.00	\$400.00	\$600.00	\$700.00
15	\$300.00	\$400.00	\$600.00	\$700.00
16	\$450.00	\$550.00	\$750.00	\$850.00
18	\$450.00	\$550.00	\$750.00	\$850.00
19	\$450.00	\$550.00	\$750.00	\$850.00
21	\$600.00	\$700.00	\$900.00	\$1000.00
22	\$600.00	\$700.00	\$900.00	\$1000.00
24	\$600.00	\$700.00	\$900.00	\$1000.00
25	\$600.00	\$700.00	\$900.00	\$1000.00
27	\$1000.00	\$1100.00	\$1300.00	\$1400.00

The fixed sum is not cumulative.

SIGNING BONUS

Bargaining unit employees will receive a \$500 bonus thirty (30) days following the ratification of this agreement to be paid in a separate check.

ARTICLE XXV - NEGOTIATIONS PROCEDURES/SUCCESSOR AGREEMENT

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

A. Negotiating Period

The length of the negotiating period shall be a minimum of sixty (60) calendar days commencing with the first date of negotiations unless an extension is mutually agreed to or an agreement is reached by the parties in less than the minimum period (60 days) identified.

B. Representation

Representation at all bargaining sessions shall be limited to a total of six (6) representatives each for the College and the Association. The expense of the representatives shall be the responsibility of the party so requesting them. It is understood and agreed that no third party participation will be permitted without mutual agreement. It is further understood and agreed that each side will submit to the other the names of their representatives at least ten (10) days prior to the commencement of bargaining. Any changes will be provided in writing to the other side at least 48 hours prior to the next scheduled bargaining session, absent mutual agreement otherwise.

C. Negotiating Sessions

1. Before each and every negotiating session adjourns the establishment of a mutually agreeable agenda, time, date and place for the next session between said teams shall take place.
2. At the initial negotiations session, written proposals shall be exchanged by the parties. No new items shall be submitted thereafter except upon mutual agreement of the terms.
3. All negotiation meetings shall be conducted in executive session exclusively between said representatives unless the parties mutually agree otherwise.
4. When negotiations are conducted, the Union's negotiating team shall be excused from other duties.

D. While Negotiations are in Progress

1. Caucuses

Upon request of either party, the negotiation session shall be recessed to permit the requesting party to caucus. Caucus shall be of reasonable length.

2. Exchange of Information

Upon reasonable advance request to the College President and the cost charged to other employees of the college for each copy to the party making such request, all available public information as such is defined by the Ohio Revised Code, shall be provided, related to subjects of negotiation.

E. Agreement

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team. It is understood that each tentative agreement is reached pending ratification of the Agreement as a whole by the Association and final approval of the same by the Board of Trustees.
2. If tentative final agreement is reached on all matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted first as a package to the Association for ratification within seven (7) working days. The Association President shall orally advise the College President of such action taken, to be immediately thereafter followed by notification in writing to the Board of Trustees by the Association. Such written agreement shall be submitted to the Board of Trustees for its approval. The Board of Trustees shall take action at its next regular or special meeting, to take place no more than seven (7) working days after the receipt of the Association's

written notification, and shall in writing, advise the Association of the action taken.

F. Final Agreement

Upon ratification by the Association and the approval by the Board of Trustees, both parties shall retain a signed copy of the final agreement. Also, one signed copy of the collective bargaining agreement entered into between the Board of Trustees and the Association shall be jointly filed with the State Employment Relations Board (SERB) within thirty days of the execution of such agreement.

G. Mutually Agreed upon Dispute Resolution Procedure

If, after forty-five (45) calendar days from the initial negotiations session, the Board and the Association have not reached tentative agreement on all items presented during this bargaining period, then either party may declare impasse. Upon declaration of impasse, the parties will arrange for the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The parties will meet and confer with the mediator from FMCS for the purpose of trying to resolve the impasse as to all outstanding issues. The mediator shall not have the authority to bind the parties to a particular provision or set of provisions. If the impasse is not resolved following mediation, either side may distribute a status report concerning the negotiations. If the impasse is not resolved through mediation, then the Association shall have the right to strike in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE XXVI - SEVERABILITY

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

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

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

ARTICLE XXVII - EFFECTS OF AGREEMENT

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

ARTICLE XXVIII - NO REPRISAL CLAUSE

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

ARTICLE XXIX - INFORMATION TECHNOLOGY COMMITTEE

During the term of this agreement, a committee of eight (8) employees with four (4) members selected by the Association and four (4) members selected by the College shall be designated as the Technology Usage committee. The Technology Usage committee will be jointly formed to gather information and data on the use of modern technologies at the College. For the purpose of this Agreement, modern technologies refer to the computers, internet, intranet, electronic communications, technology usage, telecourses, and interactive television.

The Committee will be jointly chaired by a representative selected by the Association and a representative selected by the Administration and will be vested with the authority:

1. To gather information on the use of technology in the modern work environment;
2. To explore the potential impact of modern technology on the working conditions of the bargaining unit;
3. To recommend policies, standards and guidelines regarding the development and application of modern technologies within Eastern Gateway Community College;
4. To recommend policies, standards and guidelines regarding the acceptable use by bargaining unit members of modern technologies with Eastern Gateway Community College;
5. To recommend policies, standards and guidelines regarding the ownership of intellectual property as it pertains to the use of modern technologies;
6. To review existing policies and guidelines related to the use of modern technologies and to recommend appropriate changes;
7. To engage in other related activities mutually agreed upon by the College and the Association.

The committee will report in writing its findings and recommendations for any changes to the College President and the President of the Association.

The committee shall meet at least once during the fall and spring semesters, unless both the College and the Association mutually agree otherwise.

Nothing contained herein shall be construed as a Waiver of any rights provided to the College or the Association under 4117 of the Ohio Revised Code to negotiate over matters that affect the wages, or terms and working conditions of bargaining unit members. Nor is the College prevented from exercising any of its management rights in accordance with this bargaining agreement or Ohio law. Specifically, management has the right to adopt and utilize any technology, including but not limited to hardware or software, or to create other committees related to these issues. Neither the College nor the Association is obligated to implement any of the recommendations submitted by the Committee.

ARTICLE XXX – PROFESSIONAL DEVELOPMENT REQUESTED BY COLLEGE

If the College requests in writing that a bargaining unit member attends information technology/computer related training and the College pays for the cost of such training (excluding travel expenses), the bargaining unit member agrees to remain an employee at the College for one (1) year (12 months) after completing the training or the bargaining unit member will reimburse the College for the expense of the training. The College reserves the right to waive this requirement, through written communication, at its discretion. For the purpose of this provision, excluded are required continuing education for Professional Licensing/Certification, in-house staff development, and in-service training.

ARTICLE XXXI – DURATION

IN WITNESS THEREOF, we, the undersigned representatives of the Board of Trustees and the Eastern Gateway Community College Education Association, its officers and members, hereby enter into this Agreement on the 1st day of August, 2010, by and between the Eastern Gateway Community College and the Eastern Gateway Community College Education Association, effective through July 31, 2013.

Eastern Gateway Community College
Education Association

John T. Roman
James E. Meyer
London Sutherland
Van W. ...
[Signature]

Eastern Gateway Community College

John T. Roman
[Signature]
James E. Meyer
James E. Meyer

APPENDIX A

EASTERN GATEWAY COMMUNITY COLLEGE GRIEVANCE REPORT FORM

STEP ONE

Name of Grievant: _____

Department: _____

Position: _____

Date Filed: _____

Date of Knowledge of
Grievance: _____

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

Signature of Grievant: _____ Date: _____

Date Received by Immediate Supervisor: _____

Meeting Requested: Yes _____ No _____ Date Meeting Held _____

Use additional pages if necessary.

STEP ONE (CONT'D)

Disposition by Immediate Supervisor: _____

Presented to: _____ Date: _____
Employee

Signature of Immediate Supervisor: _____

STEP TWO
APPEAL TO THE DIVISION ADMINISTRATOR

Date Presented: _____

Reason for Appeal: _____

Signature of Grievant: _____

Date Received by the Division Administrator: _____

Date Meeting Held to Discuss Grievance: _____

Disposition by the Division Administrator: _____

Presented to: _____ Date: _____

Signature of Division Administrator _____

Use additional pages if necessary.

STEP THREE
APPEAL TO THE PRESIDENT

Date Presented: _____

Reason for Appeal: _____

Signature of Grievant: _____

Date Received by the President or designee: _____

Date Meeting Held to Discuss Grievance: _____

Disposition by President or designee: _____

Presented to: _____ Date: _____
Employee

Signature of President or Designee: _____

Use additional pages if necessary.

STEP FOUR
APPEAL TO BINDING ARBITRATION

Reason for Appeal: _____

Signature of Grievant: _____ Date Presented: _____

Use additional pages if necessary.

7/20/86

**APPENDIX B
EASTERN GATEWAY COMMUNITY COLLEGE
WORKSHEET: CONTRACT WORKLOAD (SEMESTERS)**

Faculty Name _____
Semester/Year _____ / 201_____

WORKLOAD

e. <u>Contact</u>	f. <u>Credit</u>
- 21 hrs.	-15 hrs.
_____	_____
_____	_____

I. **Total Assigned/Scheduled Contact/Credit Hours** (see worksheet*)
Subtract the Contract Workload Maximum

II. **Total Assigned/Scheduled Overload Hours**

Totals

III. **Contact/Credit Hours Overload Dollar Value**

A. Contact: Annual Salary \$ _____
x 1/42 (42 contacts/year) = \$ _____ dollars/contact hour
x IIIe. (Contact hour overload) _____ hours = A. \$ _____

contact hour
overload salary

B. Credit: Annual Salary \$ _____
x 1/30 (30 credits/year) = \$ _____ dollars/credit hour
x IIIf. (Credit hour overload) _____ hours = B. \$ _____

credit hour
overload salary

IV. **OVERLOAD CONTRACT SALARY**
(Select greater of IVA. or IVB.)

\$ _____

Approved by: _____ Date: _____
Dean

Received and
Acknowledged by: _____ Date: _____
Faculty

*See worksheet on reverse.

WORKSHEET

a. <u>Course #</u>	b. <u>Section</u>	c. <u>Contact Hours/Semester</u>	d. <u>Average Contact Hours/Week (Column C ÷ 15)</u>	<u>WORKLOAD</u>	
				e. <u>Contact</u>	f. <u>Credit</u>
1. Component: Assigned Theory or Theory/Lab or Seminar			(1:1)		
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
2. Component: Assigned Laboratory or Directed Practice			(2:1)		
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
3. Component: Assigned/Scheduled <u>Unsupervised</u> Practicum/Clinical Education (3c. determined by unsupervised practicum/clinical education as scheduled by PD + Dean*)			(1:1)		
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
4. Component: Assigned/Scheduled <u>Supervised</u> Practicum (4c. determined by practicum as scheduled by PD + Dean*)			(2:1)		
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
5. Component: Assigned/Scheduled Clinical (5c. determined by clinical as scheduled by PD + Dean*)			(2:1)		
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
6. Component: Assigned as Program Director (assigned by Dean) Program _____					
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
AUXILIARY COURSES: _____ credit(s)			Totals Note: These totals will be entered front of this form under Column e.		
in Section I on _____ credit(s)					
and f. _____ credit(s)					

*Note: The total assigned/scheduled contact hours for clinicals and supervised and unsupervised practicums and clinical education in health career programs are established based on student enrollment, student credit hours are used in other programs. Input regarding the schedule is provided by the program director/faculty and approved by the appropriate dean (Component 3c, 4c and 5c). This document does not include exam week.

APPENDIX C

HEALTH AMERICA A Coventry Health Care Plan

DEDUCTIBLES AND MAXIMUMS		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Annual Deductible		
Individual	\$2,500	\$5,000
Family	\$2,500	\$5,000
The individual deductible applies when the Subscriber has an employee only policy. For policies that include the Subscriber and one or more dependents, the family deductible must be met before any family member begins to receive the benefits listed below, including prescription drug benefits covered under the prescription drug rider (except preventive services)		
Out-of-Pocket Maximum (includes copays, deductibles & coinsurance)		
Individual	\$5,000	\$10,000
Family	\$5,000	\$10,000
OUTPATIENT SERVICES		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Physician Services (for illness or injury)		
Primary Care Visit (PCP)	\$20 Copay (after annual deductible)	40% Eligible Charges (after annual deduct)
Specialist Visit (SCP)	\$40 Copay (after annual deductible)	40% Eligible Charges (after annual deduct)
Preventive Services*		
Gynecological Exam (PCP/SCP)	\$20/\$40 Copay	40% Eligible Charges (after annual deduct)
Well Child Visits	\$20 Copay	40% Eligible Charges
(no deductible for children under 9)		
Adult Physical Visit	\$20 Copay	40% Eligible Charges (after annual deduct)
Preventive Pediatric Immunizations	0%	40% Eligible Charges
Preventive Adult Immunizations	0%	40% Eligible Charges (after annual deduct)
Hearing Exams (under age 18)	0%	40% Eligible Charges (after annual deduct)
Routine Mammograms	\$30 Copay	\$30 Copay
(Reimbursement limited to 130% of Medicare)		
Routine Colonoscopies***	0%	40% Eligible Charges (after annual deduct.)
Allergy Testing & Allergy Serum	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Chiropractic Care	\$40 Copay (after annual deductible)	40% Eligible Charges (after annual deduct.)
	12 visits combined	maximum per contract year
Lab Services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Radiology (Diagnostic X-ray, CAT, MRI, Ultrasound)	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
HOSPITAL SERVICES		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Hospital Care		
Semi-Private Room	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
(private room, if medically necessary)	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Physician and Surgeon Fees	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Surgery	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Lab & X-ray services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
All Medically Necessary Ancillary Services	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Anesthesia	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Administration of Blood	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Blood Products	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
Therapy Services (Chemotherapy & Radiation)	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)
MATERNITY SERVICES		
	Participating MEMBER RESPONSIBILITY	Non-Participating MEMBER RESPONSIBILITY
Pregnancy Care (PCP/SCP)	\$20/\$40 Copay (after annual deduct)	40% Eligible Charges (after annual deduct.)
Delivery	0% (after annual deductible)	40% Eligible Charges (after annual deduct.)

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

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

APPENDIX D

IBB Notice of Intention Committees

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

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

The College and Association agree that all joint committees:

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

IBB Notice of Intention

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

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

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

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