

AGREEMENT

BETWEEN THE

EASTERN GATEWAY COMMUNITY COLLEGE

AND

EASTERN GATEWAY COMMUNITY COLLEGE EDUCATION ASSOCIATION
PROFESSIONAL STAFF

COLLECTIVE BARGAINING AGREEMENT

Effective

August 1, 2018 through July 31, 2021

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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 - 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.

A collaborative process will be implemented in order to create a list of existing and newly created positions that should be reviewed for inclusion or exclusion from the bargaining units. Labor and Management will jointly present the list with each parties' position as to whether the position(s) should or should not be in the bargaining unit to SERB for review, feedback and approval.

- 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 III - 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 Year’s Day for New Year’s 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.

“CAMPUS BASED FACULTY” means full time faculty based at one of the College’s physical campuses, who receive three-year contracts subject to a 2-year probationary period, and are required to teach 15 or 18 hours and conduct 3 or 6 engagement hours over the course of 2 academic terms (fall and spring) with the opportunity to teach additional auxiliary hours each term and auxiliary hours during the summer term.

“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.

“FULL-TIME-EQUIVALENT ENROLLMENT” means the measure of enrollment determined by dividing total student credit hour enrollment for an entire academic year by thirty for institutions using a semester calendar.

“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.

“ONLINE BASED FACULTY” means full time faculty working fully in the online modality, who receive one-year contracts subject to a 2-year probationary period, and are required to teach 50-54 credit hours over the course of 3 academic terms (fall, spring, and summer).

“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).

“WORK LOAD” means 30-36 credit hours in an academic year or 45 contact hours in an academic year. Instructors may decide if they wish to teach 15 or 18 credits during each semester. During the Fall and Spring Semesters teaching unit members may request to teach up to a maximum of 25 hours of combined full time and auxiliary loads subject to the approval of the Dean.

ARTICLE IV - 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 V - ASSOCIATION RIGHTS

A. Use of College Facilities

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

The Association shall have the right to address all unit members at Association meetings.

B. Use of Internal Communications System

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

- e. Other Association materials.

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

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

C. Personnel Directory

The College Administration will provide all unit members with a unit member directory, including the unit members' names, home addresses, home phone numbers, work email addresses, work location, department, and job title. Amendments to the personnel directory, if any, will be provided to all unit members. The directory will be updated in a timely fashion for existing employees, and new unit members' employee information will be provided within thirty (30) days of hire date.

D. Board of Trustees

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

E. Campus Visitations

Upon notice to the Vice President of Administrative Services by a representative or representatives of the Ohio Education Association, official business with Association members on College premises may be transacted during normal business hours provided

that such business does not interfere with classroom instruction or with the responsibilities of affected bargaining unit members or other staff.

F. Association Presidential and Officer Duties

The Association President shall be provided three (3) credit hour release time per academic semester from his/her full-time instructional assignment (as defined in Article XXI of the Professional Staff CBA, Workload) if a faculty member, and up to six (6) hours per week release time from his/her full-time work responsibilities if a support staff member, for the purpose of conducting Association business. Other Association Officers shall be provided up to three (3) credit hours release time if faculty and up to three (3) hours release time per week if support staff for the purpose of conducting Association business.

G. Membership Enrollment

The membership year is from September 1 through August 31. Once a member has signed up, the membership is continuous from year to year unless membership is cancelled pursuant to the contract.

The membership cancellation period is August 1 through August 31 for the following membership year. Members must notify the Association President and Secretary in writing in order to cancel membership.

H. Fair Share Fee

***The below language shall remain in the agreement, but is SUSPENDED until or unless such time that legislative action or court ruling makes it legal again. If such legislative or judicial action occurs, the following language shall be reinstated and become operative again by operation of law.

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about the September 15 of each year during the term

of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

3. Schedule of the Amount of Fair Share Fee

a. All Fair Share Fee Payers

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

b. Upon Termination of Membership during the Membership Year

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

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

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

1. The Board shall give a ten (10) day written notice of any claim or action filed against the employer or its employees who are administering the "fair share fee" by a non-member for which indemnification may be claimed;

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

ARTICLE VI - NEGOTIATIONS PROCEDURES/SUCCESSOR AGREEMENT

Negotiations for a successor agreement shall proceed in accordance with ORC 4117, except as otherwise provided below. Based upon the results of Interest Based Bargaining in 2010 and 2013, the combined teams of negotiators agreed to expressly recognize their intent to utilize Interest Based Bargaining in future negotiations. Negotiations would be initiated as set forth in A. and B. below. Thereafter, if IBB is agreed to, negotiations would proceed in accordance with the ground rules that are established therein.

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. Each side shall designate at least one essential member(s) who shall make verbal responses for the team members and be responsible for signing any tentative agreements. 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.

H. Management-Labor Relations Committee

The College and the Association will work together to form a committee of at least two and not more than four members of the Association and the College Administration to meet on an ongoing basis to address:

1. Act as a problem solving resource for issues related to the expansion of Eastern Gateway Community College;
2. Examine methods to improve, enhance and market EGCC programs and services;
3. Provide recommendations for the enhancement of EGCC programs and services in the community;
4. Discuss the efficient use of faculty and support staff time;
5. Review course needs at all EGCC sites;
6. Involve full-time bargaining unit members in determining teaching and

- and scheduling priorities, and staffing levels;
7. Provide recommendations for Best Practices in improving the quality and consistency of instruction at all EGCC sites.

ARTICLE VII - PAYROLL DEDUCTION/OPTION

- A. The College agrees to deduct from the pay of Association members covered by this Agreement the periodic dues of the Association upon receipt from the Association by the Treasurer of an individually written and signed deduction authorization executed by the Association member for that express purpose.
- B. The 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 between August 1 and August 31 each year, provided that notifications of withdrawal are submitted to the Union and College Treasurer during such 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.

I. Pay Periods

Members of the bargaining unit shall be paid bi-weekly their negotiated annual salary in twenty-six (26) equal payments over a 12-month period.

J. Payroll Error Policy

If a payroll error is found within three (3) days, the expected form of repayment will be made by personal check to the College for the full amount of the error. If a payroll error is identified after three (3) days of making said error, the Payroll Department will make two (2) attempts to reach the employee by both phone call and an email. The phone call and email will notify the employee that a payroll overpayment has been made. The email will indicate the circumstances of the overpayment, the overpayment amount and the options for repayment. If the phone call/email is not responded to within three (3) calendar days, the Payroll Department will initiate the repayment plan provided to the employee via email as the default method of repayment. Employees may elect to use accumulated vacation or personal leave in lieu of cash repayment to settle the overpayment to the College. The timelines for overpayment and underpayment will be consistent.

ARTICLE VIII - 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 IX - INDIVIDUAL CONTRACTS

Bargaining unit member contracts for full-time campus based faculty shall be for three (3) years. 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 X - 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. 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 XI - 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 campus based faculty instructional assignment is a 30-36 credit hour teaching load per academic year or 45 contact hours over the academic year; with "hybrid" positions as defined in Article II above. In no case shall the workweek (all contact hours and office hours) exceed 40 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.

A full-time online based faculty working fully in the online modality, will receive an instructional assignment of 50-54 credit hours over the course of 3 academic terms (fall, spring, and summer).

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. Engagement hours are best demonstrated by the following activities:
 - Teaching and working with students in the physical or virtual classroom
 - Drafting or responding to student messages
 - 1:1 student activities such as answering questions, providing academic advising
 - Assigned committee work
 - Community service activities
 - Orienting the student to labs, technology, etc.
 - Creating or revising courses
 - Assessing and revising curriculum for courses and programs
 - Managing discussion boards/threads, often responding initially to each student to build rapport
 - Getting to know the student and his/her needs, challenges, goals
 - Developing a strong on-line presence similar to what is found in an in-seat class
 - Administrative work including reviewing text books, ordering text books, entering information into College data systems, transcript evaluation as needed
 - Making yourself available within a reasonable period of time to meet face-to-face with a student at their request

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 Provost upon request.

C. Non-Teaching Members of the Bargaining Unit

1. Non-teaching members of the bargaining unit will work 40 hours per week assigned by his/her supervisor. Such forty (40) hour work week will commence January 13, 2014.
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.

D. Class Size

Program leaders and lead faculty, using College data and best practices, faculty input and administrator input, will determine by consensus, appropriate class size limits for in-seat and online classes. The class size limit will be reviewed by this process once per year in advance of the new academic year. If no consensus can be reached within the program or discipline, then the Chief Academic Officer will make a final determination.

ARTICLE XII - 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 / Provost 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 / Provost 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 / Provost in writing at least 30 days before the start of the semester. Scheduling of auxiliary instructional assignments will be made by the Department Dean / Provost, 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 18 credit hours or an average of 24 contact hours per week over the length of the Summer Term. During the Fall and Spring Semesters teaching unit members may request to teach up to a maximum of 25 hours of combined full time and auxiliary loads 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 six hundred fifty dollars (\$650.00) per semester credit hour for courses offered regardless of where they originate within the College.

In cases when the bargaining unit member agrees to cover classes at the request of the Department Dean / Provost 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 33 credit hours per academic year or 45 contact hours per week in an academic year (or as otherwise defined for "hybrid" positions in Article II above) as part of their regular workload shall be compensated at a rate of 1/33 of the member's present contract salary for each credit hour or 1/45 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 / Provost. If approved by the Department Dean / Provost 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 in excess of 40 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 Steubenville 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 XIII - SALARY SCHEDULE

I. Campus Based Faculty

All campus based faculty 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.

Campus based faculty shall receive a 3-year contract after successful completion of a 2-year probationary period. They shall also receive an annual evaluation and a professional development plan.

Campus based faculty load shall consist of 15-18 teaching hours and 3-6 engagement hours over two terms, Fall and Spring, with the opportunity for up to 9 auxiliary hours per term, and during the Summer term. Responsibilities shall be curriculum review and development, assessment, content selection and review, program and discipline review, college committees, and peer mentoring. These faculty shall have first choice of scheduling preferences for load and auxiliary hours.

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 Master's 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

BASE - \$35,000.00

New bargaining unit members with prior work/teaching experience will receive credit for up to two year's 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.

II. Online Based Faculty

An online based full-time faculty position is hereby created to focus on teaching online courses with an increased load during the Fall, Spring, and Summer terms. This faculty position is responsible for teaching only, with no ancillary or supplemental duties. The faculty position will be evaluated and mentored to ensure professional development and teaching quality, and shall be a fully integrated part of the unit.

Online based faculty shall receive a one-year contract subject to a two-year probationary period. They shall receive an annual evaluation and engage in a professional development plan.

Online based faculty shall be eligible for the same benefits as campus based full-time faculty.

Online based faculty load shall be 50-54 hours annually, distributed between Fall, Spring, and Summer terms. Responsibilities shall be teaching and departmental engagement. These faculty shall have second choice of scheduling preferences after campus based faculty.

Online based faculty salary shall be commensurate with the above outlined step and salary schedule, with a base of \$30,000. Current EGCC full time faculty shall keep years of experience at this base if they apply for and are hired into an online based faculty position.

III. Program Director / Program Chair / Division Chair / Lead Faculty

In order to build and promote a strong academic infrastructure, the designations of Program Director, Program Chair, Division Chair, and Lead Faculty are hereby created.

Job descriptions with the commensurate duties and pay adjustments for these infrastructure designations are outline in **APPENDIX E**.

IV. Signing Bonus

1. The new CBA will be three (3) years in duration, with a \$2,500 bonus paid over each of the three years as follows:
 - a. First payment - \$833.33 – upon ratification
 - b. Second payment - \$833.33 – by January 31, 2020
 - c. Third payment - \$833.34 – by January 31, 2021

ARTICLE XIV- FRINGE BENEFITS

A. Hospitalization

Effective December 1, 2013 the College will offer Aetna Preferred Provider Organization High Deductible Plan (PPO). The specification (plan summary) for the PPO will be set forth in Appendix C. Changes in the plan summary may have to be made based on Patient Protection and Affordable Care Act.

The College will pay 100% of single employee coverage portion of the premium for this plan. The employee shall be responsible for 10% of the premium cost for coverage elected by the employee, over and above single employee coverage.

The College will offer a Health Savings Account (HSA) governed by the IRS regulations. The College will pay \$2,500 per year into the employee's HSA. Direction can be found on the Employee Portal webpage on EGCC's website.

The 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 HSA account.

The College will pay employees who waive health insurance coverage for all of the following: themselves, their spouse, children or other dependents, a five thousand dollar (\$5000) per year taxable cash award. Payment will be made retroactively in four equal installments of \$1,250: January 1, April 1, July 1, and October 1 of each year. Quarterly payment will be based upon the number of months worked during a quarter with any portion of a month being counted towards a whole month. The payment dates noted will be adjusted to the next business day following the stated date should the stated date fall on a weekend or holiday. Employees selecting this waiver option are required to notify the College during the auxiliary open enrollment in January of 2014 in the first year of this contract. Employees selecting this waiver option in subsequent years are required to notify the College during open enrollment.

When multiple family members eligible for coverage under the same policy are employed by the College, the College will only offer one health insurance plan, fund one HSA payment per family, and no waiver option shall be permitted unless all eligible family members employed by the College have coverage through another source.

Employees selecting this waiver 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) or any other triggering event under COBRA, any cash award will be pro-rated.

Once during each fiscal year, the College will conduct an annual re-enrollment for employees to elect or to adjust the employee's contribution to the Health Savings account. Employees may select to contribute additional funds into the 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.

In accordance with IRS regulations, any member who is 65 years of age or older and enrolled in Medicare will be provided with an HRA in lieu of an HSA. HRA's shall be subject to all applicable laws and regulations.

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.
4. AFLAC voluntary product premiums
5. The EGCC Foundation
6. Charitable donations of the member's choosing

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 XV - 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 1000 hours. Sick leave above 1000 hours will be part of a buyout pool of \$25,000 with payment to be issued by January 10, 2017. Employees who give notice of retirement before December 31, 2016 will not receive a sick leave payout, but will have their retirement payout based on their accumulated sick leave of up to 1850 hours.

Unit members earn 5.42 hours of sick leave per bi-weekly 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. Leave request forms that cannot be submitted in advance, must be submitted to the bargaining unit member's supervisor no later than five (5) working days after return from leave. In case of leave of an extended nature, the employee is responsible for submitting leave request forms on an ongoing basis (such as FMLA or Worker's Compensation where wage continuation is not occurring).

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 (130 hours). This advance must be fully repaid from subsequently earned sick leave to attain a sick leave balance of zero or greater. Employees may not apply for additional sick leave advances until prior advance has been fully repaid (Return to a "0" balance or greater). Leave request forms will be applied to accrued balances at the time the leave was taken and not at the time the forms are received.

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 or other appropriately credentialed health care professional 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.

E. Short/Long Term Disability

Short and long-term disability insurance will be provided by the College. Short term disability will begin when an employee has used thirty (30) calendar days of sick leave. Short term disability can be used for 180 calendar days. At that time, long term disability will be used. Long term disability can be used by an employee until their full Social Security retirement age.

F. 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.

G. Personal Leave

Members of the bargaining unit shall be entitled to a maximum of four (4) 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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. If the employee has exhausted all paid leave, the employee is responsible for paying any health insurance or other voluntary premiums no later than the 10th working day of the month for which coverage is provided. If the premiums are not paid on time then coverage may be cancelled.

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 commencing with the first day the leave is taken. 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. Such intermittent FMLA leave shall also be documented on a leave request form and submitted to the member's supervisor.

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 XVI - 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 is 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 is 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%

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

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 XVII - 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 or discipline, the College will provide the Association President and the members affected with a seniority list. The order of layoffs shall be as follows. considering seniority list within each group: First layoffs - non-bargaining unit members (adjunct faculty); second layoffs - Full-Time Online Based Faculty according to seniority list; third layoffs - Full-Time Campus Based Faculty according to 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 is 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.
2. Advertised as a grant-funded (and therefore not guaranteed).
3. Specified to the current employee or applicant as grant-funded (and therefore not guaranteed).
4. 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 XVIII - 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.
- C. Search Committees for Full-Time Faculty

1. Composition: For any search/hiring committee to search for and to interview applicants for a full-time faculty position, the professional association members shall constitute at least 50% of the search/hiring committee. It is up to the Association to identify the members to serve on the search/hiring committee in a timely fashion as to not delay the search/hiring process.
2. Process Search/hiring committees shall be subject to an explicit process and timeline, with clear communication and transparency. When a recommendation to hire has been made by the committee and approved by the hiring authority, the offer to hire will be sent out to the candidate in no more than 10 business days. Search/hiring committee members must have engaged in mandatory hiring trainings, including EEO, process, procedure, and legal compliance before participating in a search process. In-depth hiring trainings will be conducted for members who have not participated before. Refresher hiring trainings will be conducted before the process starts for members who have previously had the in-depth trainings.
3. Recommendations Search/hiring committees may prioritize candidates in a recommendation for hiring or recommend not to hire and to restart the process. Such recommendations will be forwarded to the appropriate hiring authority (i.e. direct supervisor, Vice President, or the President). The search/hiring committee will be notified of the ultimate selection for hire. If the search/hiring committee's recommendations are not followed, the hiring authority will provide a written explanation to the search/hiring committee of the rationale for not following the recommendations within ten (10) working days of the decision.
- D. When the College has a need to expedite the filling of a position with an "Interim" appointment, the following steps will be taken:
 1. If a bargaining unit member is appointed to an interim position and later applies for the "regular" position and is not the successful candidate, then the bargaining unit member will have the right to return to the bargaining unit with no loss of seniority.
 2. The initial posting of an interim position will include the estimated time frame the position is anticipated to be in an interim status, and the College will provide notification if the time frame is to be extended.
 3. The College will utilize an expedited process for internal posting of interim positions by utilizing the College email and the posting will note if it is anticipated that an external candidate is likely needed.
 4. Administrative Services will provide weekly updates, via the College email on positions and/or personnel matters.

ARTICLE XIX – BARGAINING UNIT MEMBER EVALUATIONS

By February 1 following the effective date of this agreement the Association shall provide recommendations for revisions to the proposed Performance Evaluation form provided in negotiations of the instant Agreement. Until the form is finalized the current system of evaluation will continue. 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.

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 below.

ARTICLE XX - 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 XXI - 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 is 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 XXII - 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 Provost.
4. By March 1, the Provost 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 Provost, 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 Provost to devise a plan for future achievement that, when satisfactorily completed, would be adjudged as meeting the rank advancement requirements.

Non-teaching members of the Association are not eligible for faculty rank.

ARTICLE XXIII - 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 and in accordance with College policies. 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. The College will assign each bargaining unit member a home base at the time of hire.
 - 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 with receipts attached and be in accordance with College policy.

5. Miscellaneous Items

College business related telephone, fax, registration fees for conventions, highway and bridge tolls, parking, and baggage expense will be reimbursed in accordance with College policy when properly itemized, receipted, 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 XXIV– COMMITTEES

As a result of success of IBB negotiations, the combined teams of negotiators agree 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:

1. Will operate in the Interest Based Problem (IBPS) Model. Training in the IBPS model will be provided at either party's request.
2. Will establish ground rules and/or internal governance consistent with any contractual requirements.
3. Will address issues within the specific Scope of Responsibility of the committee
4. Will act as a problem-solving resource for issues related to the specific Scope of Responsibility
5. Will prepare and provide a written meeting summary.
 - A. A meeting summary template will be developed
 - B. Meeting summaries will be posted on the EGCC Intranet or otherwise distributed
 - C. The written meeting summary is to be done by a member of the committee. This may be done as a rotating assignment.
 - D. 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
 - E. Prior to the dissemination of the meeting summary, all meeting summaries must be approved by the committee.
6. 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.

- A. Distance Learning Committee - The College and the Association agree to charge the Distance Learning Committee with developing recommendations for quality online learning within the committee process set forth in this Article.

- B. Management Labor Relations Committee – See page 14.
- C. Joint Health Insurance Committee – See page 28.
- D. Search/Hiring Committee – See pages 41-42.
- E. Employee Morale Sub-Committee – See page 56.
- F. Information Technology Committee – See Article XXV.

ARTICLE XXV - 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, tele-courses, 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 Chapter 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 XXVI – 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 XXVII - 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 XXVIII - 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. Electronic Time Keeping

Professional Members shall continue to use the College's electronic timekeeping system until such time as the IRS or other federally mandated agency provides definitive definition or a "safe harbor" relating to the interrelationship between "hours worked" for full time and adjunct faculty.

C. 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.

D. Support Services

1. Duplication Services

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. An employee lounge, located in Room 1201 on the lower level of the College at the Jefferson County Campus near the Student Lounge, is furnished with a sink, microwave, refrigerator, storage space, tables and chairs, television and phone. Space shall also be provided at the Valley Center in Quad C or other designated areas that may be developed. Cleaning supplies will be provided for employees to clean up after themselves. A coded lock will be placed on the door so that employees are the only people allowed to use the lounge. Students will be able to use the lounge if it does not interfere with regular employees' hours. A locking refrigerator will be placed outside of the lounge for student use during working hours.

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. Intellectual Property Rights

1. All material subject to copyright, patent, or trademark, implied or registered, created in whole or in part by a bargaining unit member, listing EGCC as the author shall remain in whole the property of the College.
2. All material subject to copyright, patent, or trademark, implied or registered, created in whole or in part by a bargaining unit member, listing EGCC and the unit member(s) as co-authors shall remain in whole the property of the College.
3. All material subject to copyright, patent, or trademark, implied or registered, created in whole or in part by a bargaining unit member, listing only the unit member(s) as the author but created using College resources or as part of the discharge of job duties, shall be shared equally between the College and the bargaining unit member(s).
4. All material subject to copyright, patent, or trademark, implied or registered, created in whole or in part by a bargaining unit member, listing only the unit member(s) but is not part of assigned duties or without the use of College resources, shall remain in whole the property of the bargaining unit.

G. 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.

H. Collegiality

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

- A. Employee Morale Sub-Committee: An Employee Morale Sub-Committee, consisting of at least the members outlined below, shall meet at a minimum on a quarterly basis. The mission of the sub-committee is to explore ways to address employee morale on a continuous basis. The sub-committee may develop recommendations about employee trainings, communication, employee recognition, employee mentoring, administrative and academic assessment, follow through for initiatives, and other issues identified by the sub-committee. The results of the Employee Morale Sub-Committee's meetings shall be reported to the Management-Labor Relations Committee for consideration.

- One campus faculty member from the Steubenville Campus
- One campus faculty member from the Youngstown Campus
- One full time online faculty member
- One support staff member from the Steubenville Campus
- One support staff member from the Youngstown Campus
- One support staff member from the Online programs

- Three members of the College administration, including one from online programs

Bargaining unit members shall be named by the Association; College administration members shall be named by the College President.

- B. Presidents' Open Forums: Twice per year, once during spring semester and once during fall semester (or whenever reasonably practicable), the President of the College and the President of the Association, at a time and place agreed upon by each, shall hold a joint meeting, open to all employees of the College. Through interactive discussion with the two presidents, participating employees shall present ideas and constructive feedback about ways to improve workplace environments and the functioning of the College.

C. College Senate

The College recognizes that a collaborative College Senate or Task Force is hereby established. The task force shall be a forum for faculty and staff to work on large "big-picture" projects. The group will see the project to completion, then the composition and the goal of the group will change commensurate to the College needs at the time.

Task Force meeting updates shall be included in the LMC meeting agenda and discussions.

I. College Calendar

The College reserves the right to establish and change the academic calendar using the definition of Academic Year in Article III. 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.

J. Non-Discrimination

The College shall prohibit adverse actions related to employment decisions, the application of any provision of this agreement, and harassment or discriminatory conduct of any kind based on age, race, national origin, ancestry, ethnicity, religion, disability, genetic and medical information, sex, gender, gender identity, gender expression, gender stereotypes, sexual orientation, marital status, veteran status, political affiliation, union membership, or union activism. All personally identifiable and medical information relating to any of the above shall be considered confidential and will not be released except as required by local, state, or federal law.

K. 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).

L. 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.

M. 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 regard 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.

N. Student Grade Changes

Any issue related to a student grade change shall be addressed in accordance with the procedure developed by the Grade Change Appeal Policy Committee.

O. 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.

P. New Hire Orientation

The College will provide the Association with new employee information within thirty (30) days after the date of hire. If the College has a new hire orientation session, the Association will have guaranteed access and exclusive time to discuss union issues and membership. The Association will receive at least five (5) days' notice prior to such session, or whatever amount of notice is practicable from the College under the circumstances.

ARTICLE XXIX - 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 XXX - 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 Chapter 4117 of the Ohio Revised Code, except as may be limited by Chapter 4117 of the Ohio Revised Code.

ARTICLE XXXI - 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 XXXII – 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 14th day of August, 2019, by and between the Eastern Gateway Community College and the Eastern Gateway Community College Education Association, effective through July 31, 2021.

Eastern Gateway Community College
Education Association

Gregory A. Anderson

Christopher M. Dutton

[Signature]

Cathy D. Lestifling Ph.D

Stephanie A. Cline

Lina Augustine

Shirley V. Bohn-Ciancetta

Eastern Gateway Community College

[Signature]

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.

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

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

Faculty Name _____
Semester/Year _____ / 20____

(NOTE: Fall 18 cr hrs/24 contact; Spring 15 cr hrs/21 contact)

		<u>WORKLOAD</u>	
		<u>e. Contact</u>	<u>f. f</u>
I. <u>Total Assigned/Scheduled Contact/Credit Hours</u> (see worksheet*)			
Subtract the <u>Contract</u> Workload Maximum		-24/21 hrs.	-
II. <u>Total Assigned/Scheduled Overload Hours</u>			
Totals			
III. <u>Contact/Credit Hours Overload Dollar Value</u>			
A. Contact: Annual Salary \$ _____			
x 1/45 (45 contacts/year) = \$ _____ dollars/contact hour			
x IIIe. (Contact hour overload) _____ hours = A. \$ _____			contact hour overload salary
B. Credit: Annual Salary \$ _____			
x 1/33 (33 credits/year) = \$ _____ dollars/credit hour			
x IIIf. (Credit hour overload) _____ hours = B. \$ _____			credit hour overload salary
IV. <u>OVERLOAD CONTRACT SALARY</u>			
(Select greater of IVA. or IVB.)			\$ _____

Approved by: _____ Date: _____
Dean

Received and
Acknowledged by: _____ Date: _____
Faculty

*See worksheet on reverse.

WORKSHEET

a. Course #	b. Section	c. Contact Hours/Semester	d. Average Contact Hours/Week (Column C÷18/15**)	WORKLOAD	
				e. Contact	f. Cre
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 _____					
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____
Totals				_____	_____
AUXILIARY COURSES: _____ credit(s)			Note: These totals will be entered in Section I on front of this form under Column e. and f.		
_____ credit(s)					
_____ credit(s)					

*Note: The total assigned/scheduled contact hours for clinicals and supervised and unsupervised practicums and clinical education 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.

**The divisor used (18 or 15) will depend on credit hours/contact hours assigned to faculty member.

APPENDIX C – PLAN SUMMARY FOR PPO



Eastern Gateway Community College
Effective Date: 07-01-2019
Open Access® Managed Choice® POS - Ohio
Qualified High Deductible Health Plan

**PLAN DESIGN & BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

PLAN FEATURES	IN-NETWORK	OUT-OF-NETWORK
Benefit Limitations - For any service or supply that is subject to a maximum visit, day, or dollar limitation on a per year basis, the benefit year begins on the effective date of the plan unless otherwise mandated. Refer to your plan documents for more information.		
Deductible (per plan year)	\$5,000 Individual \$10,000 Family	\$10,000 Individual \$20,000 Family
All covered expenses accumulate separately toward the in-network or out-of-network Deductible. Unless otherwise indicated, the deductible must be met prior to benefits being payable. Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. Pharmacy expenses apply towards the Deductible. The family Deductible is a cumulative Deductible for all family members. The family Deductible can be met by a combination of family members; however, no single individual within the family will be subject to more than the individual Deductible amount.		
Member Coinsurance	Covered 100%	40%
Applies to all expenses unless otherwise stated.		
Payment Limit (per plan year)	\$6,000 Individual \$12,000 Family	\$12,000 Individual \$24,000 Family
All covered expenses accumulate separately toward the in-network or out-of-network Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Pharmacy expenses apply towards the Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays, and deductibles (except any penalty amounts) may be used to satisfy the Payment Limit. The family Payment Limit is a cumulative Payment Limit for all family members. The family Payment Limit can be met by a combination of family members; however, no single individual within the family will be subject to more than the individual Payment Limit amount.		
Lifetime Maximum	Unlimited except where otherwise indicated.	
Payment for Out-of-Network Care**	Not Applicable	Professional: 105% of Medicare Facility: 140% of Medicare
Primary Care Physician Selection	Optional	Not Applicable
Certification Requirements - Certification for certain types of Out-of-Network care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is \$400 per occurrence.		
Referral Requirement	None	None
PREVENTIVE CARE	IN-NETWORK	OUT-OF-NETWORK
Routine Adult Physical Exams/ Immunizations 1 exam every 12 months up to age 65, 1 exam every 12 months age 65 and older	Covered 100%; deductible waived	40%; after deductible
Routine Well Child Exams/Immunizations 7 exams first 12 months, 3 exams 13th - 24th months, 3 exams 25th - 36th months, 1 exam per 12 months thereafter to age 22.	Covered 100%; deductible waived	40%; after deductible
Routine Gynecological Care Exams 1 exam per year Includes routine tests and related lab fees.	Covered 100%; deductible waived	40%; after deductible



Eastern Gateway Community College
Effective Date: 07-01-2019
Open Access® Managed Choice® POS - Ohio
Qualified High Deductible Health Plan

**PLAN DESIGN & BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY**

Routine Mammograms	Covered 100%; deductible waived	40%; after deductible
Women's Health	Covered 100%; deductible waived	40%; after deductible
Includes: Screening for gestational diabetes, HPV (Human- Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling. Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.		
Routine Digital Rectal Exam	Covered 100%; deductible waived	40%; after deductible
Recommended: For covered males age 40 and over.		
Prostate-specific Antigen Test	Covered 100%; deductible waived	40%; after deductible
Recommended: For covered males age 40 and over.		
Colorectal Cancer Screening	Covered 100%; deductible waived	Covered under Routine Adult Exams
Recommended: For all members age 45 and over.		
Routine Eye Exams	Covered 100%; deductible waived	40%; after deductible
1 routine exam per 24 months.		
Routine Hearing Screening	Covered 100%; deductible waived	40%; after deductible
PHYSICIAN SERVICES	IN-NETWORK	OUT-OF-NETWORK
Office Visits to PCP	Covered 100%; after deductible	40%; after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	Covered 100%; after deductible	40%; after deductible
Hearing Exams	Not Covered	Not Covered
Pre-Natal Maternity	Covered 100%; deductible waived	40%; after deductible
Walk-in Clinics	Covered 100%; after deductible	40%; after deductible
Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the outpatient department of a hospital, shall be considered a Walk-in Clinic.		
Allergy Testing	Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
Allergy Injections	Your cost sharing is based on the type of service and where it is performed; Covered 100% when an office visit charge is not applicable.	Your cost sharing is based on the type of service and where it is performed
DIAGNOSTIC PROCEDURES	IN-NETWORK	OUT-OF-NETWORK
Diagnostic X-ray	Covered 100%; after deductible	40%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
Diagnostic Laboratory	Covered 100%; after deductible	40%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		
Diagnostic Outpatient Complex Imaging	Covered 100%; after deductible	40%; after deductible
If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing.		



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**PLAN DESIGN & BENEFITS
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EMERGENCY MEDICAL CARE	IN-NETWORK	OUT-OF-NETWORK
Urgent Care Provider	Covered 100%; after deductible	40%; after deductible
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room	Covered 100%; after deductible	Same as in-network care
Non-Emergency Care in an Emergency Room	Not Covered	Not Covered
Emergency Use of Ambulance	Covered 100%; after deductible	Same as in-network care
Non-Emergency Use of Ambulance	Not Covered	Not Covered
HOSPITAL CARE	IN-NETWORK	OUT-OF-NETWORK
Inpatient Coverage	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
Inpatient Maternity Coverage (includes delivery and postpartum care)	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
Outpatient Hospital Expenses	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
Outpatient Surgery - Hospital	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
Outpatient Surgery - Freestanding Facility	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
MENTAL HEALTH SERVICES	IN-NETWORK	OUT-OF-NETWORK
Inpatient	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
Mental Health Office Visits	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
Other Mental Health Services	Covered 100%; after deductible	40%; after deductible
SUBSTANCE ABUSE	IN-NETWORK	OUT-OF-NETWORK
Inpatient	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
Residential Treatment Facility	Covered 100%; after deductible	40%; after deductible
Substance Abuse Office Visits	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
Other Substance Abuse Services	Covered 100%; after deductible	40%; after deductible
OTHER SERVICES	IN-NETWORK	OUT-OF-NETWORK
Skilled Nursing Facility Limited to 60 days per year	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
Home Health Care Limited to 60 visits per year Limited to 3 intermittent visits per day by a participating home health care agency; 1 visit equals a period of 4 hrs or less.	Covered 100%; after deductible	40%; after deductible
Hospice Care - Inpatient	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		



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Hospice Care - Outpatient Your cost sharing applies to all covered benefits incurred during your outpatient visit.	Covered 100%; after deductible	40%; after deductible
Private Duty Nursing - Outpatient	Not Covered	Not Covered
Spinal Manipulation Therapy Limited to 20 visits per year	Covered 100%; after deductible	40%; after deductible
Outpatient Short-Term Rehabilitation Limited to 40 visits per year Includes speech, physical, occupational therapy	Covered 100%; after deductible	40%; after deductible
Habilitative Services (Physical/Occupational/Speech Therapy)	Cost sharing same as any other physical, occupational, speech therapy expense.	Cost sharing same as any other physical, occupational, speech therapy expense.
Autism Behavioral Therapy Covered same as any other Outpatient Mental Health benefit	Covered 100%; after deductible	40%; after deductible
Autism Applied Behavior Analysis Covered same as any other Outpatient Mental Health Other Services benefit	Covered 100%; after deductible	40%; after deductible
Autism Physical Therapy	Covered 100%; after deductible	40%; after deductible
Autism Occupational Therapy	Covered 100%; after deductible	40%; after deductible
Autism Speech Therapy	Covered 100%; after deductible	40%; after deductible
Durable Medical Equipment	Covered 100%; after deductible	40%; after deductible
Diabetic Supplies -- (if not covered under Pharmacy benefit)	Covered same as any other medical expense.	Covered same as any other medical expense.
Women's Contraceptive drugs and devices not obtainable at a pharmacy	Covered 100%; deductible waived	Covered same as any other expense.
Affordable Care Act mandated Women's Contraceptives	Covered 100%; deductible waived	Covered same as any other expense.
Infusion Therapy Administered in the home or physician's office	Covered 100%; after deductible	40%; after deductible
Infusion Therapy Administered in an outpatient hospital department or freestanding facility	Covered 100%; after deductible	40%; after deductible
Vision Eyewear	Not Covered	Not Covered
Transplants	Covered 100%; after deductible Preferred coverage is provided at an IOE contracted facility only.	40%; after deductible Non-Preferred coverage is provided at a Non-IOE facility.
Bariatric Surgery	Not Covered	Not Covered
Out of Area Dependents	Coverage provided at the non-preferred benefit level of the plan if in-network provider is not available.	



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FAMILY PLANNING		IN-NETWORK	OUT-OF-NETWORK
Infertility Treatment		Your cost sharing is based on the type of service and where it is performed	Your cost sharing is based on the type of service and where it is performed
Diagnosis and treatment of the underlying medical condition only.			
Comprehensive Infertility Services		Not Covered	Not Covered
Artificial insemination and ovulation induction			
Advanced Reproductive Technology (ART)		Not Covered	Not Covered
ART coverage includes In-Vitro Fertilization (IVF), Zygote Intra-Fallopian Transfer (ZIFT), Gamete Intra-Fallopian Transfer (GIFT), sperm/egg procurement, processing, banking, freezing, and storage of sperm, embryos, and unfertilized eggs/oocytes.			
Vasectomy		Covered 100%; after deductible	40%; after deductible
Tubal Ligation		Covered 100%; deductible waived	40%; after deductible
PHARMACY		IN-NETWORK	OUT-OF-NETWORK
The full cost of the drug is applied to the deductible before any benefits are considered for payment under the pharmacy plan.			
Pharmacy Plan Type		Aetna Value Plus Open Formulary	
Preferred Generic Drugs			
	Retail	\$10 copay	Covered 100%; after applicable copay
	Mail Order	\$20 copay	Not Applicable
Preferred Brand-Name Drugs			
	Retail	\$35 copay	Covered 100%; after applicable copay
	Mail Order	\$70 copay	Not Applicable
Non-Preferred Generic and Brand-Name Drugs			
	Retail	\$60 copay	Covered 100%; after applicable copay
	Mail Order	\$120 copay	Not Applicable
Pharmacy Day Supply and Requirements			
	Retail	Up to a 30 day supply from Aetna National Network	
	Mail Order	A 31-90 day supply from CVS Caremark® Mail Service Pharmacy	
	Specialty	Up to a 30 day supply	
		First prescription fill at any retail or specialty pharmacy. Subsequent fills must be through our preferred specialty pharmacy network.	
		Value Plus Specialty Drug List	
Choose Generics - If the member or the physician requests brand when generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.			
Plan Includes: Diabetic supplies and Contraceptive drugs and devices obtainable from a pharmacy.			
A limited list of over-the-counter medications are covered when filled with a prescription.			
Oral chemotherapy drugs covered 100%			
Value Plus Pre-certification included			
Value Plus Step Therapy included			
Seasonal Vaccinations covered 100% in-network			
Preventive Vaccinations covered 100% in-network			
One transition fill allowed within 90 days of member's effective date			
Affordable Care Act mandated female contraceptives and preventive medications covered 100% in-network.			



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GENERAL PROVISIONS

Dependents Eligibility

Spouse, children from birth to age 28 regardless of student status.

**We cover the cost of services based on whether doctors are "in network" or "out of network." We want to help you understand how much we pay for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this "out-of-network" care.

- For doctors and other professionals the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we "recognize" depends on the plan you or your employer picks.
- For hospitals and other facilities, the amount is based on what Medicare pays for these services. The government sets the Medicare rate. Exactly how much we "recognize" depends on the plan you or your employer picks.

Your doctor sets his or her own rate to charge you. It may be higher -- sometimes much higher -- than what your plan "recognizes." Your doctor may bill you for the dollar amount that we don't "recognize." You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the "recognized charge" counts toward your deductible or out-of-pocket maximums. To learn more about how we pay out-of-network benefits visit our website.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not our agents. Provider participation may change without notice. We do not provide care or guarantee access to health services.



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**PLAN DESIGN & BENEFITS
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The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental X-rays.
- Donor egg retrieval
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Hearing aids
- Home births
- Immunizations for travel or work, except where medically necessary or indicated.
- Implantable drugs and certain injectable drugs including injectable infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction/enhancement, including therapy, supplies or counseling or prescription drugs.
- Special duty nursing.
- Therapy or rehabilitation other than those listed as covered.
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Aetna may receive rebates from certain drug manufacturers. Generally, such rebates do not directly reduce the amount a member pays the pharmacy for covered prescriptions.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of the material into another language may be available. Please call Member Services at 1-888-982-3862. Puede estar disponible la traducción de este material en otro idioma. Por favor llame a Servicios al Miembro al 1-888-982-3862.

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to www.aetna.com.

Aetna and MinuteClinic, LLC (which either operates or provides certain management support services to MinuteClinic-branded walk-in clinics) are both within the CVS Health family.

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APPENDIX D – IBB STATEMENT OF INTENT



FMCS

FEDERAL MEDIATION & CONCILIATION SERVICE

Joint Problem-Solving for Mutual Gain

Is your labor-management relationship characterized by frequent grievances, broken trust, poor communication, or a lack of joint L-M vision?

The mission of the Federal Mediation and Conciliation Service (FMCS) is to assist and train labor and management partners in building stronger working relationships. Put our more than 65 years of experience to work for you, with the implementation of FMCS relationship development training programs focused on achieving results in today's workplaces with new approaches to cooperatively addressing mutual problems.

What Is Interest-Based Bargaining (IBB)?

IBB is a collaborative approach to resolving labor and management disputes. Through the process, parties proactively identify durable solutions to outcomes at the bargaining table. Agreements are based on mutual and individual interests rather than positions. This approach emphasizes problem solving and enables mutual gain outcomes.

The Federal Mediation IBB Program Has Four Stages:

1. Orientation to IBB
2. Training in IBB Principles and Techniques
3. Bargaining Preparation
4. Bargaining



During the Orientation Session, parties receive an overview of the process and use that information to decide whether to participate in training. At the training session, participants learn about the principles, beliefs, steps and techniques of IBB. Following the training program, the participants make a decision about using the IBB process during the next contract negotiation. If the decision is made to use the process, the parties enter the preparation phase and then begin the bargaining process.

Interest-Based Bargaining



How Does It Work? (cont.)

The Interest-Based process includes the following steps in a joint problem-solving process:

1. Identifying the Issue – What is the problem? What has been occurring? Why is it a problem?
2. Identifying Individual and Mutual Interests – Why do you want to resolve the problem? What do the parties care about? What concerns them? What is at the heart of the matter? Why do they believe a change or contract provision is needed?
3. Brainstorming Options – The parties identify all possible solutions to the issue.
4. Developing Standards for Selecting the Solution(s) – instead of using adversarial, power-based methods for arriving at a solution, the parties develop objective criteria to judge the options.
5. Selection of the Solution from those options that meet the criteria.

What Are Interests?

Interests are the underlying reasons, concerns, needs, and basis for seeking resolution of a problem. The traditional approach is to determine a solution unilaterally, based on our own information and interests, and then attempting to persuade others to accept our solution. This often results in conflict when the offered solution has the potential to harm the interests of the other party.

How Does IBB Differ from Traditional Bargaining?

One of the major differences between traditional problem-solving approaches and interest-based approach includes an increased dialogue which promotes a better understanding of the issues being discussed. From this, the group can engage in a meaningful discussion about which solution will best meet, and not harm, the interests of both parties. Therefore, strong communication and active-listening skills are essential for ensuring that everyone's interests are expressed, heard, and understood.

Also in this process, it is critical to explore a broad array of possible solutions so that the best solution, addressing the most interests, is achieved. This is done by using brainstorming, a method of idea generation that encourages quantity and discourages evaluation. Because brainstorming does not involve the evaluation of options, the method for identifying the options which can be further considered is by use of jointly developed and objective criteria. Criteria that focuses on feasibility, relation to the interests of the parties, and acceptability, reduces the list down to those ideas which will provide the greatest mutual benefit.

Another difference is that decisions made by consensus rather than power. In the traditional labor-management arrangement, the parties use power-based methods to force a resolution acceptable to them. Consensus decision-making requires that the solution be supported by all group members, not just a majority. Full and open dialogue, incorporating the input of all participants and stakeholders, and a willingness to be open to the ideas of others, are important components of this process.

For More Information

For more information about FMCS and its programs, please contact the National Office or visit our website at www.fmcs.gov.

FEDERAL MEDIATION & CONCILIATION SERVICE

NOTICE TO MEDIATION AGENCIES

Form Approved
OMB NO. 3076-0004
Expires 12-31-2018

Date Submitted:

Confirmation Number:

Notice Filing Instructions
Please submit this notice once to FMCS:

ElectronicallyFaxU.S. Mailwww.fmcs.gov**-OR-**

(202) 606-4253

-OR-

NOTICE PROCESSING UNIT
FEDERAL MEDIATION & CONCILIATION SERVICE
250 E STREET, SW
WASHINGTON, DC 20427

You may also be required to notify your state or territorial mediation agency. Visit www.fmcs.gov for a link to state and territorial mediation agencies.

You are hereby notified that written notice of proposed termination or modification of the existing collective bargaining contract was served upon the other party to this contract and that no agreement has been reached.

1. NOTICE TYPE (Select one) ☐ Renegotiation ☐ Reopener ☐ Initial Contract

a. Contract expiration date. (For existing contracts only.)

(MM-DD-YYYY)

b. Contract reopen date. (Only if existing contract provides for reopening or for voluntary re-openers.)

(MM-DD-YYYY)

2. INDUSTRY (See instructions page for industry options)



Check this box if this employer is a hospital, nursing home or other health care institution.



3. THIS NOTICE IS FILED ON BEHALF OF THE:

(Select one) ☐ Union☐ Employer

4. EMPLOYER NAME

5. ADDRESS LINE 1

CITY

ADDRESS LINE 2

STATE

☐ ZIP CODE

6. EMPLOYER REP.

REP. TITLE

7. PHONE

FAX

EMAIL

8. UNION NAME

LOCAL #

9. ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

☐ ZIP CODE

10. UNION REP.

REP. TITLE

11. PHONE

FAX

EMAIL

12. LOCATION OF AFFECTED ESTABLISHMENT

CITY

STATE

☐ ZIP CODE

13. LOCATION OF NEGOTIATIONS (If different from Line 12)

CITY

STATE

☐ ZIP CODE

14. NUMBER OF BARGAINING UNIT MEMBERS

15. TOTAL EMPLOYEES AT AFFECTED LOCATION(S)

(At all employer locations covered by this contract.)

(All employees, including bargaining unit members, where this contract applies.)

16. NAME AND TITLE OF OFFICIAL FILING THIS NOTICE

17. SIGNATURE AND DATE

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 10 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 250 E Street SW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0003, Office of Management and Budget, Washington, DC 20503.

FEDERAL MEDIATION & CONCILIATION SERVICE

NOTICE TO MEDIATION AGENCIES

FMCS will only provide you with an electronic receipt if you submit the F-7 form electronically at: www.fmcs.gov. All correspondence concerning F-7 notices should be directed to: **Federal Mediation & Conciliation Service, Notice Processing, 250 E Street SW, Washington, DC 20427**. You may also contact FMCS by fax (202) 606-4253 or by telephone (202) 606-5499. Do not send copies of this notice to any other FMCS office. Be aware that you may also be required to notify your state or territorial mediation agency and that FMCS will not forward copies to these agencies. Visit www.fmcs.gov for a link to state and territorial mediation agencies.

Receipt of this form does not constitute a request for mediation nor does it commit FMCS to offer its facilities. Use of this form is voluntary but is strongly encouraged to facilitate our service to respondents. Maintain a copy of this notice for your files.

-
- Line 1 Indicate if the notice concerns 1) a renegotiation of an existing contract, 2) a voluntary or previously agreed upon contract reopening, or 3) an initial contract. If the notice concerns a renegotiation, provide the date on which the contract expires. If the notice concerns reopening an existing contract, provide both the contract expiration date and the date on which the contract is scheduled to reopen.
- Line 2 Indicate the industry that best describes the employer's line of business (not the occupation of the bargaining unit members) from the list at the bottom of this page. These numbers are the same as the first two digits of the North American Industry Classification System (NAICS). Check the health care industry box if the employer is a hospital, nursing home or other facility as defined by the National Labor Relations Act.
- Line 3 Indicate whether the employer or the union is filing this notice.
- Line 4 Spell out the employer's full name. Do not use an abbreviation or acronym unless this is the official spelling of the employer's name. Indicate the unit designation (e.g., Janitors) if more than one contract between the employer and union exist at this location. If the employer is a labor union, please include the local number.
- Line 5 Provide a complete street address, city, state and 5-digit ZIP code for the employer. Use the second address line for a floor, suite or room number.
- Lines 6 & 7 Provide the full name and title of the official who will represent or is a contact for the employer in this negotiation, including his or her phone and fax numbers and e-mail address.
- Line 8 Use the union's full name or use the commonly accepted abbreviation or acronym. Also indicate whether this is a chapter, lodge, council, district, division, branch, or local union and provide its identifying number (e.g., Chapter 123).
- Line 9 Provide a complete street address, city, state and 5-digit ZIP code for the employer. Use the second address line for a floor, suite or room number.
- Lines 10 & 11 Provide the full name and title of the official who will represent or is a contact for the union in this negotiation, including his or her phone and fax numbers and e-mail address.
- Line 12 Enter the city, state and ZIP code that best describes the physical location of the affected establishment. This is typically the same as the employer address. If this contract is statewide, only use the state field. For multi-state or national contracts indicate "US" in the state field.
- Line 13 Indicate the city, state and ZIP code of the location where the contract negotiations will most likely be held. Leave this line blank if the location will be the same as indicated in Line 12.
- Line 14 Indicate the total number of bargaining unit members covered by this contract at all employer locations.
- Line 15 Indicate the total number of all employees, including bargaining unit members, employed at all employer locations where this contract applies. This number is usually greater than Line 14.
- Lines 16 & 17 Provide the full name and title of the person submitting this form, along with their signature and the date the form was completed.
-

Industry Codes	
21. - Mining, Quarrying and Oil & Gas Extraction	53. - Real Estate and Rental & Leasing
22. - Utilities	54. - Professional, Scientific and Technical Services
23. - Construction	56. - Administrative & Support and Waste Management Services
31. - Manufacturing	61. - Educational Services
42. - Wholesale Trade	62. - Health Care and Social Assistance
44. - Retail Trade	71. - Arts, Entertainment and Recreation
48. - Transportation and Warehousing	72. - Accommodation and Food Services
51. - Information	81. - Personal & Repair Services and Private Organizations (incl. Unions)
52. - Finance and Insurance	92. - Public Administration

APPENDIX E – FACULTY JOB DESCRIPTIONS



Division Chair -
Position Description.ç



Program Director -
Position Description.ç



Program Chair -
Position Description.ç



Lead Faculty -
Position Description.ç

LEAD FACULTY JOB DESCRIPTION

DISCIPLINE: _____

DESCRIPTION: The Lead Faculty receives direction from and is directly responsible to the Dean of the area in which s/he works. The Lead Faculty is assigned at the discretion of the Dean each academic year and will be provided a minimum of three (3) hours credit equivalency per semester (fall, spring, and summer).

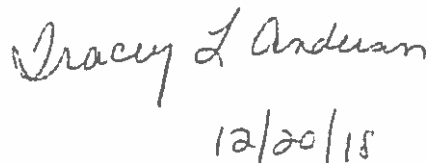
QUALIFICATIONS: (1) Shall possess minimum qualifications to serve as a faculty member and shall have a minimum of 2 years of higher education teaching experience; (2) Shall possess faculty qualification to satisfy state and/or national accreditation.

RESPONSIBILITIES FOR THREE (3) HOUR CREDIT EQUIVALENCY: In order to address growth challenges and provide stability and consistency Lead Faculty will assist and support the Division Chair, Program Chair, or the Program Director with the responsibilities that are outlined in their respective job descriptions.

Compensation for the position will be determined before the semester between the Lead Faculty, the appropriate Division Chair, Program Chair, or Program Director and the appropriate Dean in the meeting that determines workload.*

*Compensation may take the form of release time or a supplemental contract.


12/20/18


12/20/18

DIVISION CHAIR'S JOB DESCRIPTION

DIVISION TITLE _____

DESCRIPTION: The Division Chair receives direction from the and is directly responsible to the Dean of Academics. The Division Chair is assigned at the discretion of the Dean each academic year and will be provided a minimum of three (3) hours credit equivalency per semester (fall, spring, and summer) except as described in the collective bargaining agreement.

QUALIFICATIONS: (1) Shall possess minimum qualifications to serve as a faculty member and shall have a minimum of 2 years of higher education teaching experience; (2) Shall possess faculty qualification to satisfy state requirements if applicable.

RESPONSIBILITIES FOR THREE (3) HOUR CREDIT EQUIVALENCY*:

1. Ensure alignment of the discipline with the college mission, core values, guiding principles, and strategic plan.
2. Coordinate and report faculty recommendations for short and long-range planning to the Dean of Academics.
3. Support the Dean of Academics in strategic oversight, operational plans, and budget preparation.
4. Propose, develop, and review discipline curriculum through appropriate governance structures.
5. Coordinate recruiting, interviewing, hiring, and mentoring of all faculty in the division.
6. Supervise and evaluate Online-Based Faculty and adjunct faculty who are assigned to the specific division.
7. Assist transcript evaluators in determining course equity.
8. Responsible for ongoing quality improvement in course content, syllabi, assessment requirements, and maintaining course masters.
9. Supervise, coordinate, and organize labs for science and technical courses, to include compliance with safety and hygiene policies, maintenance and annual inventory of lab including ordering of supplies.
10. Assist with scheduling and staffing classes and labs.
11. Coordinate with Dean and division faculty in selection of course materials.
12. Organize and coordinate faculty meetings within the discipline, as needed with at least one per year.

*to be compensated as release time

Jammi Bm
12/20/18

Tracy L Anderson
12/20/18

RESPONSIBILITIES FOR ADDITIONAL CREDIT HOUR EQUIVALENCY (CHE) PER SEMESTER:

- Oversight of multiple disciplines, if applicable (1 CHE)**
- Oversight of multiple courses in the discipline, if applicable (1 CHE)**
- Oversight of multiple sections within a course, if applicable (1 CHE)**

****to be compensated as additional release time**

PROGRAM CHAIR'S JOB DESCRIPTION

PROGRAM TITLE _____

DESCRIPTION: The Program Chair receives direction from the and is directly responsible to the Dean of _____. The Program Chair is assigned at the discretion of the Dean each academic year and will be provided a minimum of three (3) hours credit equivalency per semester (fall, spring, and summer) except as described in the collective bargaining agreement.

QUALIFICATIONS: (1) Shall possess minimum qualifications to serve as a faculty member and shall have a minimum of 2 years of higher education teaching experience; (2) Shall possess faculty qualification to satisfy state requirements if applicable.

RESPONSIBILITIES FOR THREE (3) HOUR CREDIT EQUIVALENCY*:

1. Ensure alignment of program with the college mission, core values, guiding principles, and strategic plan.
2. Coordinate and report faculty recommendations for short and long-range planning to divisional dean.
3. Manage student population: recruitment, acceptance, probation, and dismissal.
4. Coordinate faculty recommendations and provide written input for annual program(s) budget preparations.
5. Plan, prepare, and document advisory board meetings, if applicable.
6. Coordinate recruiting, interviewing, hiring and mentoring of all faculty in the program.
7. Supervise and evaluate Online-Based Faculty and adjunct faculty who are assigned to the specific program.
8. Responsible for ongoing quality improvement in course content, syllabi, program handbook, assessment requirements, and maintaining course masters.
9. Supervise, coordinate, and organize labs for science and technical courses, to include compliance with safety and hygiene policies, maintenance and annual inventory of lab including ordering of supplies.
10. Coordinate student rotations for clinical/practicum laboratory: education, application including securing off-campus sites and contracts, if applicable.
11. Assist the Dean in coordinating proficiency and entrance examinations and overseeing portfolio students.
12. Coordinate with Dean and program faculty in selection of course materials.

*to be compensated as release time

Jamir Bon
12/18/20

Tracy L Anderson
12/20/18

RESPONSIBILITIES FOR ADDITIONAL CREDIT HOUR EQUIVALENCY (CHE) PER SEMESTER:

- Oversight of multiple programs, if applicable (1 CHE)**
- Participation in Clinical Coordinator activities, if applicable (1 CHE)**
- Preparation for obtaining accreditation status, if applicable (1 CHE)**
- Program Review for Academic Program Review Committee (1 CHE for annual, 3 CHE for 3 year)***
- Program expansion (2 CHE)***

**to be compensated as additional release time

***to be paid at adjunct rate

PROGRAM DIRECTOR'S JOB DESCRIPTION

PROGRAM TITLE _____

DESCRIPTION: The Program Director receives direction from the and is directly responsible to the Dean of Health, Science and Public Service. The Program Director is assigned at the discretion of the Dean each academic year and will be provided a minimum of three (3) hours credit equivalency per semester (fall, spring, and summer) except as described in the collective bargaining agreement.

QUALIFICATIONS: (1) Shall possess minimum qualifications to serve as a faculty member and shall have a minimum of 2 years of higher education teaching experience; (2) Shall possess faculty qualification to satisfy state and/or national accreditation.

RESPONSIBILITIES FOR THREE (3) HOUR CREDIT EQUIVALENCY*:

1. Ensure alignment of program with the college mission, core values, guiding principles, and strategic plan.
2. Coordinate and report faculty recommendations for short and long-range planning to divisional Dean.
3. Manage student population: recruitment, acceptance, probation, and dismissal.
4. Coordinate faculty recommendations and provide written input for annual program(s) budget preparations.
5. Plan, prepare, and document advisory board meetings.
6. Coordinate recruiting, interviewing, hiring and mentoring of all faculty in the program.
7. Supervise and evaluate Online-Based Faculty and adjunct faculty who are assigned to the specific program.
8. Responsible for ongoing quality improvement in course content, syllabi, program handbook, assessment requirements, and maintaining course masters.
9. Supervise, coordinate, and organize labs for science and technical courses, to include compliance with safety and hygiene policies, maintenance and annual inventory of lab including ordering of supplies.
10. Coordinate student rotations for clinical/practicum laboratory: education, application including securing off-campus sites and contracts.
11. Assist the Dean in coordinating proficiency and entrance examinations and overseeing portfolio students.
12. Coordinate with Dean and program faculty in selection of course materials.

*to be compensated as release time

Jimmie Tom
12/20/18

Lacey L Anderson
12/20/18

RESPONSIBILITIES FOR ADDITIONAL CREDIT HOUR EQUIVALENCY (CHE) PER SEMESTER:

- Oversight of multiple programs, if applicable (1 CHE)**
- Performance of clinical coordinator duties, if applicable (1 CHE)**
- Preparation for site visit, if applicable (3 CHE)***
- Annual accreditation report, if applicable (1 CHE)***
- Self-Study for outside accreditor, if applicable (3 CHE)***
- Program Review for Academic Program Review Committee (1 CHE for annual, 3 CHE for 3 year)***
- Program expansion (2 CHE)***

**to be compensated as additional release time

***to be paid at adjunct rate

