

**AGREEMENT**  
**BETWEEN THE**  
**EASTERN GATEWAY COMMUNITY COLLEGE**  
**AND**  
**EASTERN GATEWAY COMMUNITY COLLEGE EDUCATION ASSOCIATION**  
**SUPPORT STAFF**

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**COLLECTIVE BARGAINING AGREEMENT**

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**Effective**

**July 1, 2018 through June 30, 2021**

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## **ARTICLE I - RECOGNITION**

The Eastern Gateway Community College Board of Trustees (hereinafter “the College” or “Employer”) hereby recognizes the Eastern Gateway Community College Education Association, OEA/NEA (hereinafter “the Association” or “Union”) as the sole and exclusive bargaining representative of the employees of the College in the following bargaining unit:

All full-time, non-contract employees including secretarial, clerical/accounting, maintenance, technical support are part of this bargaining unit. Specifically excluded from the bargaining unit are all supervisors, managerial employees, and confidential employees, the Executive Secretary/Assistant to the President and the Executive Secretary/Assistant to any Vice President, the Secretary/Assistant to any of the Deans; and Contract Employees. The College recognizes that Association representation will include any newly created full-time, non-contract position which is governed by the above-given definition of the bargaining unit.

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.

## **ARTICLE II - DEFINITIONS**

Except as otherwise indicated in this Agreement:

“ASSOCIATION” means the stated exclusive bargaining representative of bargaining unit members in the recognition clause of this Agreement.

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

“DAYS” means calendar days.

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

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

“FISCAL YEAR” means July 1 through June 30.

“JCC” means Jefferson County Campus.

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

“NEA” means the National Education Association.

“OEA” means the Ohio Education Association.

“REGISTERED MAIL/RECEIPT” means certified mail, return receipt requested to person’s last known address as filed by the employee with the Vice President of Administrative Services. This will constitute official notification.

“SERB” means the State Employment Relations Board.

“SENIORITY” means the uninterrupted length of full-time service by a regular full-time employee with the College as computed from the most recent date of hire. Seniority shall accrue for all time spent on active pay status (e.g. sick leave, personal leave, or any other paid leave). Seniority shall not accrue, but it shall be retained at the level accrued prior to any unpaid leave of absence, layoff, or period of time when receiving Workers’ Compensation benefits.

“SUPERVISOR” shall be defined in accordance with Ohio Revised Code Chapter 4117.01(F).

“VACANCY” shall be defined as any newly created non contract position or other non contract bargaining unit position left unfilled as a result of retirement, resignation, death, termination, promotion outside of the bargaining unit or reassignment outside of the bargaining unit.

### **ARTICLE III - 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 they 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 Ohio Revised Code Chapter 4117.08(C.).

#### **ARTICLE IV - ASSOCIATION RIGHTS**

##### **A. Use of College Facilities**

Authorized representatives of the Association may use the facilities of the College to transact official Association business or for membership or other meetings during the College day, provided that such activities or use do not interfere with classroom instruction, the responsibilities 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 V – NEGOTIATION PROCEDURES/SUCCESSOR AGREEMENTS**

Negotiations for a successor agreement shall proceed in accordance with Chapter 4117 of the Ohio Revised Code, 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 B1 below. Thereafter, if IBB is agreed to, negotiations would proceed in accordance with the ground rules that are established therein.

### **A. Initiating Negotiations**

If either of the parties desires to commence bargaining on a successor agreement, it shall notify the other party, in writing, at least ninety (90) calendar days, but no more than one hundred twenty (120) calendar days prior to the expiration of the current agreement. Notification in writing from the Association shall be served on the College President, and from the College shall be served on the President of the Association. The written request shall be a Notice to Negotiate as prescribed by SERB.

### **B. Negotiations Meetings**

Unless the parties mutually agree to an alternative method of collective bargaining, negotiations shall proceed as follows:

1. The first negotiation session shall be held within fifteen (15) calendar days of the date the initial request of intent to bargain was received.
2. The first item of business will be exchanging by both parties of negotiation proposals, written and in language suitable for inclusion in any final agreement. These initial negotiation proposals shall clearly note what current contract language has been modified or deleted and what new language has been added. Initial negotiations proposals shall enumerate articles the same way as in the current contract; shall leave an article out of the proposal package if there are no changes; additions or deletions to it; shall place all new articles at the end of the proposal package, and shall preserve the enumeration of the provisions/sections within an article, as much as feasible. Topical listings by either party of items

proposed for negotiations (i.e. "laundry lists") shall constitute a clear failure of compliance and may be disregarded. Once the parties have exchanged their fully written proposals, no new proposals may be introduced for consideration during the course of negotiations without the mutual consent of the parties. All tentative agreements reached by the parties shall be initialed by both parties. Once a tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.

3. All subsequent negotiation sessions shall be scheduled by the negotiations teams. Either party may request to know the time and place of the next negotiation session prior to the adjourning the session that is in progress. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties in writing.

C. Negotiation Time Limits

1. Either party may call for a recess of the negotiation session to permit the requesting party to caucus. Caucus shall be of reasonable length.
2. When negotiations are conducted on College work days, the parties shall mutually agree as to when the union's negotiating team shall be excused from work duties, the timing of breaks, and end times for negotiations.
3. Items under negotiation must be resolved to the mutual satisfaction of both parties, within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the disagreement procedure outlined in this document shall be implemented.
4. Any time limits established under this Article may be modified by mutual agreement of both parties.
5. "Days" shall mean calendar days unless specified otherwise.

D. Representation

1. Each team shall limit its representation to not more than seven (7) members unless otherwise agreed upon at the first meeting. Each team shall designate at least one (1) essential member(s) who shall make verbal response for team members and be responsible for signing any tentative agreements. Signed, tentative agreements shall not be changed except by mutual agreement by both parties.
2. Either party may call upon outside consultants at the expense of the requesting party. Such outside consultants may be used in the negotiating meeting or for the purpose of providing information pertinent to negotiations. The cost of such

consultant shall be borne by the party requesting their services. The utilization of consultants shall not affect the total number of representatives as stated in D. 1 above.

E. While Negotiations are in Progress

1. During any phase of negotiations, through mediation, there will be no public releases of information to the media or public unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be in writing and both parties shall approve of the release through signature prior to its dissemination.
2. Both parties may issue progress reports to their respective members so as to keep their members informed with respect to the progress of negotiations.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the public or media until the conclusion of mediation.

F. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. The Association shall vote upon the final Agreement within seven (7) calendar days of submission. The Association President shall orally advise the College President of the action taken to be immediately thereafter followed by notification in writing to the Board of Trustees by the Association. Following ratification by the Association, the agreement shall be submitted to the Board of Trustees. The Board of Trustees shall take action upon the final Agreement within seven (7) calendar days after receipt of the Association's written notification and shall orally advise the Association President of such action, to be immediately thereafter followed by notification in writing to the Association President by the Board of Trustees. Upon official adoption by the Board of Trustees, the Agreement shall be signed by both parties. The two chief negotiators shall then make non-substantive organizational changes to the contract prior to its final printing. The Association and the College shall split the cost (50/50) of printing the contract.

G. Disagreement

1. If after the forty-five (45) days from the initial bargaining session, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the issues of disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests the services of a mediator, the other party will join in the written request.

2. The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).

If after thirty (30) days from the initial meeting with the mediator, the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The Association shall have the right to strike granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

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

### **ARTICLE VI - 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 deduction 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, provided that notifications of withdrawal are

submitted to the Union and College Treasurer during such fifteen (15) working day period, and the obligation of the College to deduct shall cease immediately upon receipt of the written notice of revocation of authorization from the Association member.

- C. Such authorized deductions shall be made in equal amounts from the pay of Association members in twenty (20) equal installments, beginning with the fifth pay check after August 1<sup>st</sup>. The College shall transmit the pay deductions to the Association Treasurer on a monthly basis.
- D. The enrollment period for such deduction shall be from August 15<sup>th</sup> to September 15<sup>th</sup> 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 filed in connection with said legal action.

- G. Other deductions from the pay of unit members may be made upon receipt of a written, signed authorization for the following:
  - 1. Credit Union
  - 2. Tax Sheltered Annuities
  - 3. EPAC Deductions, pursuant to ORC 3599.031
  - 4. Supplemental Life Insurance
  - 5. Ohio Public Employees Deferred Compensation
  - 6. AFLAC voluntary products
  - 7. The EGCC Foundation
  - 8. Charities of the member's choosing
- H. Payroll Option

The College will provide employees the option of direct deposit during the term of the collective bargaining agreement.

**I. Pay Periods**

All bargaining unit members are paid bi-weekly. Paydays are according to a schedule published by the payroll department once a year.

**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 VII - SCHOOL EMPLOYEES RETIREMENT SYSTEM**

Membership in the School Employees Retirement System is mandated for all 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 School Employees Retirement System 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 by 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 SERS 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.
- 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 School Employees Retirement System, 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, or the SERS, 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 hourly rate prior to the reduction.
- 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 School Employees Retirement System, 45 North Fourth Street, Columbus, Ohio 43215.
- I. Additional information concerning the School Employees 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 SERS, subject to approval of the particular retirement system.

## **ARTICLE VIII - JOB DESCRIPTIONS**

The College shall have on file a job description consisting of the required qualifications and a description of the duties and responsibilities of each position. The College shall meet and discuss with the Association to assist in establishing any new job description or in modifying an existing job description for positions covered by this Collective Bargaining Agreement. The final decision regarding the content of any job description remains that of the College.

The College shall provide the Support Staff Bargaining Committee (“Committee”) with copies of all bargaining unit job descriptions prior to ratification of this Collective Bargaining Agreement for their review and input. The Committee shall provide written feedback on any suggested revisions or modifications to job descriptions upon consultation with the bargaining unit member employed under a specific job description. The Vice President for Administrative Services will then meet with the bargaining unit member and his/her supervisor to discuss suggested changes



to determine whether such changes shall be made to update the job description. The College retains the sole discretion to determine the content of any job description. This process shall be repeated each year, with the College providing the Association with copies of all bargaining unit job descriptions no later than December 1. Written feedback shall be returned to the Vice President for Administrative Services by February 1 of the following year.

Bargaining unit members will be provided with two (2) written copies of their current job description. They will sign one to be placed in their personnel file and the other will be retained by the member. This process will be repeated anytime there is a revision or modification of a bargaining unit member's job description.

#### **ARTICLE IX - PERSONNEL FILES**

- A. There will be established and maintained one (1) official personnel file on bargaining unit members. This file will be maintained in the Office of Administrative Services.
- B. Access to the official personnel file shall be available during regular office hours to the employee and/or his/her representative upon request to the Vice President for Administrative Services or his/her designee. The review of such personnel file shall be in the presence of the Vice President for Administrative Services or his/her designee. Neither the file nor any part thereof shall be removed from the College's offices.
- C. Bargaining unit members shall be informed of any complaint by a student or member of the public which is directed toward them and which will be placed in their personnel file. The student or member of the public who has lodged the complaint shall be identified for the bargaining unit member and no anonymous allegations, in any form, shall be placed in their personnel file.
- 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.
- 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 provide a detailed basis and rationale 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 by the College or an arbitrator, 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 bargaining unit member may be charged actual cost for any copies of materials placed in or requested from his/her personnel file.

## **ARTICLE X - WORKDAY/WORKWEEK**

### **A. Workday and Workweek**

The regular workday schedule shall consist of eight (8) hours. The standard workweek shall consist of forty (40) hours for all full-time bargaining unit members.

Hours of work, shift schedules and lunch periods shall be arranged by respective supervisors. Any personnel hours can be authorized by their supervisors to meet specific needs. Employees cannot alter their work hours without the prior authorization of their supervisor (including, but not limited to coming in early, working through lunch, and working late or on other non-regularly scheduled times.

1. 7:30 A.M. to 12:00 Noon  
1:00 P.M. to 4:30 P.M.
2. 8:00 A.M. to 12:00 Noon  
1:00 P.M. to 5:00 P.M.
3. For Maintenance personnel, hours of work, shift schedules, and lunch periods shall be arranged by their respective supervisors. There shall be a shift differential of \$.30 more per hour for afternoon turn (3-11) and \$.30 more per hour for midnight turn (11-7). For bargaining unit members other than maintenance, a shift differential of \$.30 more per hour shall be paid for a shift scheduled to end after 8 p.m.

The daily starting time for each employee shall be established by the immediate supervisor. The normal lunch period shall be one (1) hour from 12:00 Noon to 1:00 P.M. All employees shall be granted a one-hour uninterrupted lunch. In case of urgent necessity, the supervisor may assign work during the lunch and the bargaining unit member shall receive thirty (30) minutes of compensatory time. If the interruption exceeds thirty (30) minutes, the employee shall be granted compensatory time for the full hour.

The College may establish and change the normal work schedule of any employee to include evening and weekend hours when the supervisor determines that it is necessary.

Employees may be required to work overtime hours.

The College's published general operating hours shall be from 8am to 5pm. However, certain departments may be required to staff at different hours to meet student needs in a particular area. Department members shall set staff hours by consensus per departmental and student needs, with the general operating hours as a guideline. There may be different units within each department that have different staffing and shift needs. All employees within the department will have input. Alternate work hour options shall be given to current employees first.

**B. Overtime**

All bargaining unit members will be paid one and one-half (1 1/2) times their computed hourly rate for all authorized hours worked in excess of forty (40) hours in any workweek. The employee's immediate supervisor or responsible Division Administrator must approve, in advance, any work beyond the standard workweek (40 hours), absent an emergency where it is impractical to seek prior approval.

Paid holidays will be computed as hours worked in computing weekly overtime.

A time sheet showing the overtime worked shall be approved and signed/electronically submitted by the immediate supervisor and responsible Division Administrator and submitted to the Business Office.

**C. Reporting Time Worked**

When reporting time worked on time sheets, the smallest unit of time reported will be .25 hour (15 minutes).

When reporting time, use the decimal format, as follows:

15 minutes = .25 hour 45 minutes = .75 hour  
30 minutes = .50 hour 60 minutes = 1.00 hour

**D. Absenteeism and Reporting Off**

An employee who will be absent from work for any reason other than vacation or approved leave of absence, shall notify his/her immediate supervisor when the absence will occur, the reason for it, and the expected date of return to work. The immediate supervisor shall be notified of the absence as soon as possible, (but no later than one-half hour after the start of the employee's work day) preferably in advance, in order that temporary help or other assistance can be arranged if necessary. In the case of a prolonged absence, the employee shall notify the immediate supervisor at least a day ahead as to the expected date for returning to work.

Any employee who fails to comply with this policy will be subject to disciplinary action.

E. Tardiness

Employees will be at their work stations at the scheduled starting time and will work until quitting time. Habitual tardiness or quitting work early will be a matter for disciplinary action.

F. Emergency and Snow Days

In the event Eastern Gateway Community College worksite(s) is closed officially due to adverse weather conditions, power outages, or other emergencies; no accrued sick leave, vacation time, or compensatory time off will be reduced for failure to come to work.

If the EGCC worksite(s) is closed and an employee is able to come to work or continue to work and receives permission from his/her supervisor to do so, the employee will receive one (1) hour of compensatory time off for each hour worked. Earned compensatory time off must be recorded on the request for leave form and approved by the supervisor prior to using it.

If the EGCC worksite(s) is open and the employee is unable to come to work because of the weather, an Application for Leave form shall be completed for the time missed, as an employee normally would when the EGCC worksite(s) is open and he/she does not come to work. Unused compensatory time off or vacation time will be credited for the amount of time missed.

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

Decisions for closure or delay of day classes will be made by 7:00 a.m. except in the event of a late developing calamity. Decisions for closure or delay of evening classes will be made by 3:00 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 the 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 without power, water, heat, or other essential service for

more than sixty (60) minutes. Employees who are approved or required by a supervisor to work in a closed worksite due to a calamity will be compensated as stated above.

**G. Adjusted Work Schedules for Emergency Part-Time Teaching**

1. Any full-time employee who is requested to teach as an adjunct faculty member by a Dean or Executive Vice President for Academic and Student Affairs on an emergency basis and who has received approval from the appropriate department head may adjust their work schedule rather than take appropriate leave time.

This means:

- a. An employee who is asked to teach a class on an emergency basis that meets for 50 minutes three times per week can adjust their schedule by starting before their normal starting time, taking a shorter lunch period (30) minutes of lunch is required), or working beyond their normal quitting time for the appropriate amount of time to cover the time away from their job to perform the emergency teaching assignment.
- b. Adjustments to the work schedule must be approved by the appropriate division administrator.

**ARTICLE XI - COMPENSATION**

**A. Compensation**

All bargaining unit members shall be paid according to the following Support Staff Full-Time Hourly Rate Schedule as established by the wage reopener in 2018. See Appendix C.

Effective July 1 of each year, bargaining unit members shall advance one step on the Support Staff Full-Time Hourly Rate Schedule.

Upon ratification, Association members shall receive a \$2,500 signing bonus paid over each of the three (3) contract years as follows:

First payment - \$833.33 – upon ratification  
Second payment - \$833.33 – by January 31, 2020  
Third payment - \$833.33 – by January 31, 2021

**B. Grant-Funded Positions**

Any position initially funded with grant monies, in whole or in part, that a person knowingly and voluntarily applies for and accepts shall allow the College to determine that if 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 Article in this Agreement.

C. Newly Hired Employees

1. Recognition of Part-time Service at College

- a. For full-time positions filled by a part-time college employee, the following calculation will be used to determine the service credit/step on the Support Staff full-time hourly rate schedule.

$\text{Total hours worked in rolling last four (4) years} \div \text{by } 2080 = \text{service credit}$

- b. For any fraction of a year that is produced by the above calculation the standard math rounding rule will apply.
- c. This calculation is for service credit/step only and does not apply to seniority in the bargaining unit.

2. Awarding Steps due to Market Value

- a. For positions where the current base pay does not attract qualified employees due to existing market value, the College may offer compensation up to and including step 4 on the Support Staff full-time hourly rate schedule. Prior to offering compensation up to and including Step 4 on the Support Staff Full-Time hourly rate schedule, the College agrees that it will post and advertise the position vacancy at the lowest step of the salary schedule; and if no qualified applicants apply or are willing to accept the position, the College may then offer the additional compensation in a subsequent posting and offer.
- b. If such rate will not attract sufficient qualified candidates, the College may offer the closest pay step to the average starting full-time hourly rate identified by the local office of the Ohio Means Jobs for the vacant position.
- c. The Technical Support position may be filled by placement at any step up to Step 18 on the support staff full-time hourly rate schedule. The Financial Aid, Financial Aid Specialist, Student Support Specialist, Student Information / Records Clerk / Secretary, Payroll Specialist, and Accounts Payable / Receivable positions may be filled by placement at Step 5 on the support staff full-time hourly rate schedule.
- d. With the exception of the Technical Support position, as described in Section C2 (c) of this article, and the positions described in Section C2(c) of this article, and Recognition of Part-time Service at the College as described in Section C1 of this article, in no case shall a newly hired employee's rate of pay exceed that of the lowest-paid employee in the same job classification as described in Article XIII (Layoff and Recall).

D. Payday

All bargaining unit members are paid bi-weekly at their negotiated rate of pay. Payday is according to a schedule published by the payroll department once a year.

**ARTICLE XII - FRINGE BENEFITS**

A. Hospitalization

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

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

The College will offer a Health Savings Account (HAS) 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 the 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.



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.

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.

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 is provided for each full-time employee, including accidental death and dismemberment riders. All premiums are paid by the College.

**C. Vacation Time**

All full-time bargaining unit members accrue vacation leave at a rate determined by length of full-time continuous college service, as outlined below:

<b>Years</b>	<b>Hours/Pay</b>	<b>Days/Year</b>	<b>Max Days</b>	<b>Max Hours</b>
0-3	5.08	16.5	20.5	164
4-7	6	19.5	23.5	188



8-11	6.77	22	26	208
12-15	7.38	24	28	224
16+	7.38	24	30	240

The smallest unit of vacation which may be used is .25 hours (15 minutes). Leave is to be reported in decimal format. Listed below are the decimal equivalents of minutes.

15 minutes = .25 hour

45 minutes = .75 hour

30 minutes = .50 hour

60 minutes = 1.00 hour

All vacation leave is to be reported on a daily basis. Multiple days can be reported on one leave form. Leave will be deducted from the affected pay period. All vacation requests are to be approved in advance by the appropriate immediate supervisor and/or division administrator and eligibility verified by the appropriate Vice President. Leave submitted in advance will not be deducted until the appropriate pay period. Leave request forms that cannot be submitted in advance, must be submitted to the employee'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).

A terminating employee will receive vacation pay in lieu of time off for all unused vacation leave. Upon the death of an employee, any accumulated unused vacation leave will be paid in accordance with state law. The amount to be paid will be based on employee's hourly rate at the time of death and will be subject to any limitations imposed by law.

\*Employees will begin to accumulate vacation leave at the next higher rate on the day following their 5<sup>th</sup>, 10<sup>th</sup>, 17<sup>th</sup> and 25<sup>th</sup> year of service with the Eastern Gateway Community College. Example: An employee hired September 1, 1990 will begin to accumulate at the next level on September 2, 1995.

Department members meet annually to determine by consensus appropriate black-out dates per departmental needs. There may be different units within each department that have different needs. Consensus on these dates must be reached by each department by December 31 of each year for the following year. The dates will be reviewed within the department on a regular basis, at least annually. All employees within the department will have input. During black-out dates, the manager will have discretion to approve leave time for extenuating circumstances and major life events.

#### D. Paid Holidays

Currently, when specifically approved in advance by the President, the following days are being observed as paid holidays for full-time personnel at Eastern Gateway Community College.

New Year's Recess (2 days)  
Martin Luther King's Birthday  
President's Day  
Spring Recess (1 day)  
Memorial Day  
Flexible Holiday\*

Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Recess (2 days)  
Christmas Recess (2 days)

When a holiday falls on Sunday, it will be observed on the following Monday; if the holiday falls on Saturday, it will be observed on the preceding Friday. Employees on leave of absence without pay will not receive holiday pay.

**\*Flexible Holiday Guidelines**

- Must have prior approval of the employee's supervisor.
- Can be used any time during the fiscal year (July 1 to June 30).
- Must be taken in full-day increment.
- Cannot be carried over to next fiscal year.
- Will be treated as a holiday not as a leave day.
- If you cease your employment with the College, you will not be compensated for this day if unused.

**E. Vaccination / Immunization**

1. The College shall provide, at no cost to the bargaining unit members, work-related vaccination/ immunization mandated by state law.
2. The College assumes no responsibility for adverse reactions or related cost after the administration of the vaccination / immunization.

**ARTICLE XIII - LEAVES**

**A. Absence and Sick Leave**

Sick leave is earned at the rate of 5.0 hours per pay period up to a maximum of 1000 hours. The smallest unit of sick leave which may be used is .25 hour (15 minutes). Leave is to be reported in decimal format. Listed below are the decimal equivalents of minutes:

15 minutes = .25 hour	45 minutes = .75 hour
30 minutes = .50 hour	60 minutes = 1.00 hour

All sick leave is to be reported on a daily basis. Multiple days can be reported on one leave form. Leave will be deducted from the affected pay period. All sick leave requests require approval by the appropriate immediate supervisor and/or division administrator and the verification of eligible sick leave time by the Vice President for Business Services. Leave submitted in advance will not be deducted until the appropriate pay period. Leave request forms that cannot be submitted in advance, must be submitted to

the employee'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).

Sick Leave shall be granted for the following reasons:

1. Personal illness, injury, or exposure to a contagious disease which could be communicated to other employees.
2. Medical, dental, or optical appointments.
3. Illness of a spouse, child, stepchild, parent, or stepparent. Sick leave taken in the event of illness of spouse, child, stepchild, parent or stepparent shall be limited to ten (10) days per fiscal year.

A report of sick leave accrued is provided bi-weekly for each bargaining unit member.

If a bargaining unit member is on sick leave for more than five (5) consecutive workdays or seven (7) workdays (consecutive or not) in a period of fifteen (15) consecutive workdays (including holidays), the College will require a certificate signed by a physician or other duly credentialed health care provider. Failure to provide certification will result in denial of sick leave and may result in further discipline.

When an individual's sick leave exceeds the accumulated allowance, their remaining vacation and/or compensatory time will be applied automatically in order to provide continuance of salary. Upon exhausting all paid leave time the employee may, with the approval of the Board of Trustees, be granted an unpaid leave of absence.

Employees retiring under the State Teachers Retirement System or the School Employees Retirement System of Ohio who have at least 10 years of paid service with Eastern Gateway Community College as a full-time employee shall be paid 33% of unused sick leave.

Employees retiring with less than 10 years of full-time service or who resign shall be paid 10% of unused sick leave up to a maximum of 15 days. However, employees who resign without two (2) weeks' notice shall not be eligible for compensation for unused sick leave. Upon the death of an employee, unused sick leave will be paid at the same rate as to an employee that is retiring. Payment will be made in accordance with the provisions of state law. The amount to be paid will be based on the employee's hourly rate at the time of retirement, resignation or death.

Employees who are retiring must provide written notice to the College at least sixty (60) calendar days prior to their intended retirement date. Employees who do not provide this notice shall not be compensated for any unused sick leave.

Appeals for extenuating circumstances must be made in writing to the Vice President for Administrative Services.

B. 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.

C. Bereavement Leave

Each employee shall be granted up to two (2) days of paid bereavement leave and up to two (2) days of paid sick leave for the death in the bargaining unit member's immediate family. "Immediate family" for this purpose means the bargaining unit member's spouse, child, stepchild, parent, step parent, brother, sister, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, step parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Up to two (2) additional travel days consisting of the use of sick leave may be granted at the discretion of the supervisor.

D. Jury Duty/Subpoena Leave

Any full-time employee of Eastern Gateway Community College officially called for jury duty will be released to perform that duty without loss of benefits or wages. An employee required to be absent from Eastern Gateway Community College while on jury service shall receive the difference between such employee's regular compensation and the remuneration received by the employee for service as a juror. The employee needs to provide documentation of court payment within thirty days of receiving such payment. Employees appearing as an expert witness or as a party in their own non-employment related case must use vacation time and shall not receive the difference between such employees' regular compensation and the remuneration received by him/her for such service.

Any full-time employee of Eastern Gateway Community College shall be released with pay to appear as a witness when a subpoena or other such approved document requiring attendance from an official empowered to issue such documents is presented to their supervisor. Appearances without such a subpoena or document are presumed not to be required to attend; the affected employee must request vacation leave rather than court leave. Leave shall not be available to employees initiating or pursuing action against the College or its Trustees, employees or agents.

E. Leave 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, child care, and adoption. In cases where leave is not approved, the employee 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 returning to service 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.

F. Military Leave

This provision shall apply to all full-time employees.

1. Eastern Gateway Community College will abide by the Congressional ruling which guarantees by law that the veteran will be "returned to his or her position with such seniority, status, pay and vacation (if eligible) as he or she have had if they had not been absent for such purposes."
2. The Veterans' Reemployment Rights Handbook published by the U.S. Department of Labor Veterans' Employment and Training as revised in 1986 will be the guidelines for policy interpretation, in conjunction with the Military Leave of Absence guidelines as provided by the Ohio Revised Code.
3. Re-employment rights provide protection to individuals whose civilian employment is voluntarily or involuntarily interrupted by active military duty, by reserve training activities, or by reporting for examinations to determine their fitness for military service.
4. Annual Reserve Military Training. An employee who is a member of a Reserve or National Guard unit and who is required to undergo annual active duty training to fulfill a military obligation or who voluntarily maintains a service affiliation will be granted a leave of absence with pay for a period not to exceed 31 working days each calendar year.
5. To be eligible to receive the pay for the maximum of 31 days, an employee must give in writing sufficient advance notice to plan work schedules so as to minimize any inconvenience resulting from the reservist's absence.
6. An employee who is a member of a Reserve or National Guard unit and is required to report for active duty will be granted an additional leave of absence with supplemental pay for a period not to exceed a total of six calendar months. (Including the 31 work days/per calendar year for annual training).

- a. Supplemental pay for this leave will be the difference between (a.) the employee's regular base pay and (b.) the employee's military duty base pay for the equivalent number of College workdays excluding travel expense allowance, subsistence and quarters allowance. Should military base pay exceed College pay, the College cannot recover the excess amount. The employee is responsible to inform the College's Business Services Department of the amount of base pay.
- b. After the initial 31 workdays of military leave, the employee will be responsible for his/her life insurance premium, and will be eligible to continue health insurance coverage as outlined in The Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.)

#### **ARTICLE XIV - TUITION REMISSION/REIMBURSEMENT**

##### **A. Tuition Remission (Credit Classes)**

All instructional and general fees for bargaining unit members for credit courses offered at Eastern Gateway Community College, will be paid by the College including required fees. Reimbursement for books and materials as required by the course syllabus, will occur within thirty (30) days after submission of receipts and submission of a grade of "C" or better ("P" in a pass/fail course) by the employee to his/her supervisor.

Bargaining 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.

Employees are expected to attend the course during their non-working hours. The College recognizes, however, the desirability of planned individual development which may necessitate taking a course which meets during the employee's regularly scheduled working hours. When this occurs, the employee's working hours may be changed to enable the employee to register for one such course each semester if all the following criteria are met:

1. The course is only scheduled during the employee's normal work time.
2. The course is a requirement of a degree program in which the employee is officially enrolled, or the course directly contributes to the employee's skills in their work assignment in the opinion of the immediate supervisor.
3. The employee makes arrangement satisfactory to his or her immediate supervisor regarding a work schedule for the duration of the course.
4. The employee has the approval of the immediate supervisor and the appropriate Division Administrator.

The benefits cannot be used on an accumulative basis. They are approved for usage in specific semesters and must be used during those semesters.

Eligible employees desiring this benefit must complete a form supplied by the business manager and submit it to the employee's immediate supervisor.

#### Dependents of Full-Time Employees of the College

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

Where other state and federal grant sources may be applied, the fee payment program will be considered to be primary 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 staff member.

Dependents of all bargaining 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 staff having dependents who desire to attend the College can obtain the fee benefits by following the outlined procedure:

1. Obtain and complete a fee benefit form prior to each term from the Financial Aid Officer.
2. Submit the completed form to the Business Office at least one week prior to registration date.
3. The signed copy of the approved form will be returned to the employee prior to the registration date.
4. A student should register for class the same as any other student with the exception that the fee benefit forms will be submitted to the Business Office at registration in lieu of actual cash.
5. A student must consult with the Financial Aid Officer regarding available State and Federal grants.

#### **B. Tuition Remission (Non-Credit Classes)**

##### Persons Eligible for this Benefit



All bargaining unit members of the College, their spouses, and their dependents will be eligible to receive tuition remission in non-credit classes according to the conditions and procedures outlined below.

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

#### Conditions and Procedures for Utilization of this Benefit

1. Fee waiver is for tuition; books and other materials necessary for participation in class are not included.
2. Fee is waived for openings remaining in class on a day before the starting date of the course.
3. Request for "space available openings" will be on a first come, first served basis. A list of requests will be maintained in the Workforce Development and Community Outreach office.
4. The tuition remission plan will not alter minimum and maximum enrollment established for the class.
5. The definition of persons eligible for fee waiver will be the definition used in describing persons eligible for tuition remission in credit courses.
6. Because canceling of a class is based on obtaining minimum paid enrollment, an employee may not cancel a paid registration in a particular class and request a fee waiver for the same class.
7. Although Workforce Development and Community Outreach literature states that advanced registration is required, first night paid registrations will be accepted if, after faculty and staff are admitted to class, openings remain. For this reason, employees are asked to notify the Office of Workforce Development and Community Outreach by 1:00 p.m. on the day of class should they decide not to attend a class.
8. Employees are expected to attend the course during non-working hours only.
9. The benefits cannot be used on an accumulative basis. They are approved for usage in specific semesters and must be used during those semesters.

#### C. Tuition Reimbursement

1. The College will set aside six thousand dollars (\$6,000) 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 year	75%
2 full years	50%
3 full years and beyond	0%

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 year of service to be eligible for tuition reimbursement. Employees with less than one (1) year of service may submit plans for approval prior to their completion of one (1) 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 Supervisor 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 Supervisor 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.
  - 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 Supervisor through the Division Administrator, or 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 employees.

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 members 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.
7. 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 "C" or better. In cases where a pass-fail grade is only 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 employee at the earliest available date.
8. 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 employees participating in the reimbursement benefit during that semi-annual period. These remaining funds will be distributed equally to all effected bargaining unit employees until the employee(s) receives a one hundred percent reimbursement or no funds are remaining, whichever occurs first.
9. Any funds which remain after the initial distribution and the redistribution outlined in #8 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 \$12,000.
10. In the event a bargaining unit member's proposed approved plan is inaccurate due to a tuition increase, the College shall reimburse the employee in accordance with the tuition increase provided funds are available (C1 and C9 above).
11. In the event a bargaining unit member is approved for 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 employee for the increased tuition provided funds are available in C1 and C9 above.

## **ARTICLE XV - LAYOFF AND RECALL**

Whenever it becomes necessary to reduce the number of bargaining unit members within a classification due to the lack of funds, lack of work, abolishment of a position, return of an employee from a leave of absence, return of an employee to a position based upon a probationary period, school closing, staff reorganization, or other cause determined by the College, the layoff shall be conducted as follows:

- A. Bargaining unit members shall be classified in the following categories: Secretarial, clerical/accounting, maintenance, technical support, and any newly-created full-time, non-contract position which is governed by the definition of the bargaining unit contained in Article I - Recognition.
- B. The College shall determine in which classification(s) layoffs will occur. The College shall notify the affected bargaining unit member by written notice no less than fourteen (14) days in advance of the effective date of any layoff with a copy forwarded to the Association President.
- C. Within each affected classification, employees will be laid off in the following order:
  - 1. Temporary employees
  - 2. Student (unless part of a student work program, such as work study, student intern), seasonal or casual employees
  - 3. Part-time employees
  - 4. Probationary employees
  - 5. Full-time employees in the inverse order of their seniority. The employee with the least seniority in each classification shall be laid off first.
- D. Any bargaining unit member laid off in one classification may displace a less senior member of another classification providing that the employee is qualified and has demonstrated satisfactory experience in the position at the College. The following conditions must also be met.
  - 1. Employee must have satisfactory experience in the former classification.
  - 2. The employee must have more years of experience in the former classification than the person being displaced.
  - 3. The employee must demonstrate competency in the new position within thirty (30) working days after the date of placement into the position. Lack of competency shall result in layoff of the employee.

The College shall determine whether satisfactory experience has previously been achieved.

- E. All laid-off employees shall retain recall rights for a period of eighteen (18) months.

- F. When employees are laid off, the employer shall create a recall list for each classification, as needed. Recall shall be made in reverse order of layoffs within classification.
- G. It shall be the responsibility of all laid-off employees to keep the College informed of his/her telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within ten (10) calendar days after posting by the College to the address given by the employee shall be considered a decline of the position.
- H. If the employee fails to report to the College on the date specified in the recall notice, he/she shall be removed from the recall list and the College shall have no further obligation to him/her.
- I. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."
- J. GRANT-FUNDED POSITIONS. If grant funding is reduced or 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 he/she is qualified.

#### **ARTICLE XVI - VACANCIES**

- A. Any job opening, including new positions expected to last at least one year, within and outside of the bargaining unit shall e-mailed to all full and part-time employees for a minimum of ten (10) working days. External advertising may be concurrent with internal advertising of positions at the discretion of the College. A copy of the posting bid will be forwarded to the President of the Association to be placed in the mailbox of each bargaining unit member. Employees interested in any opening shall apply in writing to the Vice President for Administration, or designee, within ten (10) calendar days following the posting.
- B. It is the desire of the Eastern Gateway Community College to provide opportunities for promotion of its employees. Whenever a vacancy or new position is created, present employees will be given consideration along with other applicants and will be guaranteed a personal interview if the employee satisfies the minimum posted qualifications for the position. The following will be the basis for consideration:
  - 1. Seniority
  - 2. Competency/qualifications
  - 3. Work record

Those bargaining unit members who apply will be notified in writing of the decision in reference to the position.

- C. A person awarded a position under this provision will undergo up to a twenty (20) working day trial and probationary period. Should that period prove unsatisfactory to the

employee, it is understood that the employee would be reassigned to their former or similar position by the College.

- D. In all cases, the College will retain the final authority for determining whether a vacancy shall be filled and for selecting the individual to be awarded a particular assignment, subject to the terms and conditions of this Agreement.
- E. Notwithstanding D above, during the term of this Agreement, the College will fill all bargaining unit vacancies created by death, retirement, resignation, termination, and promotion outside the bargaining unit or reassignment outside the bargaining unit. Any such bargaining unit position vacancy shall be filled within six (6) months of the occurrence of the vacancy.
- F. The College agrees to hire additional full-time staff at all EGCC sites where there is sufficient enrollment and funding. Furthermore, the College agrees to meet with representatives of the Association to establish a methodology for determining future full-time bargaining unit member employment levels.

G Search/Hiring Committee

- 1. Composition For any search/hiring committee to search for and to interview applicants for a support staff bargaining unit position, the support staff 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. 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. Recommendation 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.
- H. Search/hiring committees shall be subject to an explicit process and timeline, with clear communication and transparency. Search committees may prioritize any recommendations for hire to the appropriate direct supervisor, Vice President, or the

President. The search committee will be notified of the ultimate selection for hire, and an explanation of the rationale supporting the decision. Search committee members shall engage in mandatory training, including EEO, process, procedure, and legal compliance.

- I. 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 XVII – PERFORMANCE 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 evaluations shall be signed by both the evaluator and by the person evaluated, and kept on file in the Administrative Services department. 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.

## **ARTICLE XVIII - 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 into 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 each group.

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

WORKING DAYS shall mean days when the College offices are open and conducting College business. Working days exclude holidays, weekends and those days the College is closed due to the weather, calamity, or other official reasons as determined by the College.

**C. Procedure**

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. Grievance Initiation (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 the 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 for the first three arbitrations held in a calendar year. Thereafter, the party who does not prevail in its position taken on the issue(s), as determined by the arbitrator, shall pay for all fees and expenses for any additional arbitrations in the same calendar year.

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.

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 thereon, 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 XIX - JOB SECURITY**

#### A. Just Cause

No employee shall be disciplined, demoted, suspended or discharged without "just cause" and compliance with applicable provisions of this Agreement.

#### 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 mutually agreed upon by the parties.

c. Notification of Disposition

The employee and the Association 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 such action.

d. Immediate Suspension or Discharge

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 unless otherwise required by law. 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 his/her current mailing address.

C. Professional Management

The direction and correction of all employees shall be carried out in a professional manner.

- D. Prior to the implementation of the formal progressive discipline process, the College agrees to verbally discuss the specific concerns with the employee. However, this procedure does not preclude the College from imposing disciplinary action more severe than the actions enumerated herein which could include immediate discharge or immediate suspension if, in the College's discretion, such action is warranted by the facts and circumstances of the case.

**ARTICLE XX - TRAVEL**

A. Approvals

Any bargaining unit member who is required to make trips on College business must have approval in advance from the appropriate immediate supervisor, the Division Administrator and the College President or designees.

B. Reimbursement for Personal Expenses

1. General

a. General Expense Submission

- i. All expense accounts must be submitted on the forms provided by the College and subject to the College's 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).

b. Home Base Assignment

- i. Bargaining unit members will be assigned a home base by the College 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.

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

If travel is by privately owned car, reimbursement will be made at the IRS current mileage rate in effect when the trip is taken. 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. 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 insists on driving 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.

4. Hotels 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 employee at his/her proportionate share. Hotels and meals must be itemized showing the cost for each day with receipts attached. All reimbursement shall 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 when properly itemized, receipted and explained. Expenses such as alcohol, barber bills, laundry, clothes pressing, shoe shines, and personal entertainment expense are not authorized.

Employees will not be reimbursed for travel expenses without prior approval of the appropriate immediate supervisor, the Division Administrator and the College President or designees. 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 dollar (\$10.00) minimum will be waived in such cases.

## **ARTICLE XXI – COMMITTEES**

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

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

The College and Association agree that all joint committees:

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. Management Labor Relations Committee – See page 13.
- B. Joint Health Insurance Committee – See page 23.

- C. Search/Hiring Committee – See pages 37.
- D. Employee Morale Sub-Committee – See page 49.
- E. 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 XXII - PROBATIONARY PERIOD**

Newly hired bargaining unit members shall serve a probationary period for not more than one hundred eighty (180) calendar days from their initial employment date. The College may implement a probationary employee's removal from employment at any time during the probationary period and at its sole and unilateral discretion. A probationary removal shall not be subject to the Grievance Procedure or any appeal process.

Current employees promoted, assigned, or otherwise transferred into a new job position at any time shall serve a trial period of ninety (90) calendar days from the date of their initial employment in a new classification. Should a trial period prove unsatisfactory to the College, it is understood that any current employee will be reassigned to their former position by the College. Any employee hired to replace the current employee returning to their former position may be laid off at the sole discretion of the College without recourse.

Any current employee, after voluntary promotion, voluntary assignment or otherwise being voluntarily transferred into a new job classification or position and determining the position is not what they expected, the employee shall have twenty (20) working days to transfer back to the position they held prior to selection for the new position. Any employee hired to replace the current employee returning to their former position may be laid off at the sole discretion of the College without recourse.

## **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

### **A. 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 basis.

### **B. Duplicating**

Duplicating/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.

### **C. Equipment Proposals**

The College will seek input from bargaining unit members on matters of equipment purchases in excess of one thousand dollars (\$1,000.00) and which are related to their

jobs. The final decision with respect to any equipment purchase is at all times that of the College.

D. Individual Rights

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

E. 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) work 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 bargaining 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).

F. Safety



The College agrees to provide its employees with a clean, sanitary, safe and secure workplace.

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.

**G. Cost of Printing this Agreement**

The College and Association agree to split the cost of having this Negotiated Agreement printed in booklet form. Upon the completion of printing, the Association shall receive a copy for each member of the bargaining unit and an additional twelve (12) copies.

**H. Employee Lounge**

The Employee Lounge, located in Room 1201 on the lower level of the College at the Steubenville Campus near the Student Lounge, and at the Youngstown Campus in Quad C or other designated areas that may be developed, are subject to the following provisions:

Employee Lounge is to be used by employees only.

- Labor-Management Committee is forum to discuss upgrades
- Building Use Form updated to exclude its use by any outside organization
- Cleaning supplies will be provided
- Ongoing cleaning responsibility will be designated
- A coded lock will be placed on the door

- Students can use the space but their use cannot interfere with employee's regular work hours
- A locking refrigerator for student use during working hours will be placed outside of the lounge

I. Keys

In order to provide maximum security on Saturdays and Sundays, security guards are employed with a buzzer at the loading dock and the single entrance across from the Business Office at the Jefferson County Campus; at the Valley Center security guards are employed and stationed in the central public corridor. Keys for outside doors are assigned only to the President and certain designated administrative personnel. All requests for all other keys for internal use must be approved by the supervisor and the Division Administrator responsible, and only then will a key be issued by the Vice President for Administrative Services. Any key losses should be reported to your supervisor and Security. A five dollar fee will be charged to replace any lost key. When the loss of a key necessitates the replacing the lock core, the cost of "recoring" a lock may be allocated to the employee responsible for the key loss at the discretion of the College.

J. 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.

K. 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.

L. Collegiality

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

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.

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.

**M. 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.

**ARTICLE XXIV - NO REPRISAL**

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 XXV - EFFECTS OF THE AGREEMENT**

Neither the Association nor the College waive any rights to bargain or refuse to bargain during the term of this Agreement regarding mandatory subjects of bargaining as defined

in Chapter 4117 of the Ohio Revised Code, except as may be limited by Chapter 4117 of the Ohio Revised Code.

#### ARTICLE XXVI - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law in a manner not permitted by Chapter 4117 of the Ohio Revised Code, 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, either party may initiate a meeting to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

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

#### ARTICLE XXVII - DURATION

This Agreement between the Eastern Gateway Community College Board of Trustees and the Eastern Gateway Community College Education Association shall be in effect from July 1, 2018 until midnight on June 30, 2021.

Eastern Gateway Community College  
Education Association

Eastern Gateway Community College

*Irray L. Anderson*  
*Christine M. Watson*  
*Wade*  
*Colin S. Szeffels, PhD*  
*Stephanie A. Clavel*  
*Lana Augustine*  
*Shirley Blumhardt*

*John B. Bue*

## MEMORANDUM OF AGREEMENT

RE: Melissa Flinn

This agreement is made by and between:

The Jefferson Community College Board of Trustees (hereafter, "College") and the Jefferson Community College Education Association Support Staff (hereafter, "Union") together collectively hereafter, "Parties."

It is agreed that upon adoption of a successor Master Agreement which includes a new provision Article XIII, Layoff and Recall, Section J. Grant-Funded Positions, Melissa Flinn, a bargaining unit member who currently occupies a grant-funded position, shall be exempt (grandfathered) from this provision for the duration of the Master Agreement. All future employees hired into grant-funded positions shall be subject to the position termination provisions outlined in Article XIII, Section J.

Signed this 19th day of March, 2001 by the designated representatives of the Parties hereto in duplicate originals.

It is so agreed,

For the <sup>Union</sup> College  
Incey L. Anderson

For the <sup>College</sup> Union  
[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: \_\_\_\_\_  
Employee

Date: \_\_\_\_\_

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 – PLAN SUMMARY FOR PPO**

## **APPENDIX B – 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**

<b>PLAN FEATURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Benefit Limitations</b> - 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.		
<b>Deductible</b> (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.		
<b>Member Coinsurance</b>	Covered 100%	40%
Applies to all expenses unless otherwise stated.		
<b>Payment Limit</b> (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.		
<b>Lifetime Maximum</b>	Unlimited except where otherwise indicated.	
<b>Payment for Out-of-Network Care**</b>	Not Applicable	Professional: 105% of Medicare Facility: 140% of Medicare
<b>Primary Care Physician Selection</b>	Optional	Not Applicable
<b>Certification Requirements</b> - 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.		
<b>Referral Requirement</b>	None	None
<b>PREVENTIVE CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Routine Adult Physical Exams/ Immunizations</b>	Covered 100%; deductible waived	40%; after deductible
1 exam every 12 months up to age 65, 1 exam every 12 months age 65 and older		
<b>Routine Well Child Exams/Immunizations</b>	Covered 100%; deductible waived	40%; after deductible
7 exams first 12 months, 3 exams 13th - 24th months, 3 exams 25th - 36th months, 1 exam per 12 months thereafter to age 22.		
<b>Routine Gynecological Care Exams</b>	Covered 100%; deductible waived	40%; after deductible
1 exam per year Includes routine tests and related lab fees.		



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<b>Routine Mammograms</b>	Covered 100%; deductible waived	40%; after deductible
<b>Women's Health</b>	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.		
<b>Routine Digital Rectal Exam</b>	Covered 100%; deductible waived	40%; after deductible
Recommended: For covered males age 40 and over.		
<b>Prostate-specific Antigen Test</b>	Covered 100%; deductible waived	40%; after deductible
Recommended: For covered males age 40 and over.		
<b>Colorectal Cancer Screening</b>	Covered 100%; deductible waived	Covered under Routine Adult Exams
Recommended: For all members age 45 and over.		
<b>Routine Eye Exams</b>	Covered 100%; deductible waived	40%; after deductible
1 routine exam per 24 months.		
<b>Routine Hearing Screening</b>	Covered 100%; deductible waived	40%; after deductible
<b>PHYSICIAN SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Office Visits to PCP</b>	Covered 100%; after deductible	40%; after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
<b>Specialist Office Visits</b>	Covered 100%; after deductible	40%; after deductible
<b>Hearing Exams</b>	Not Covered	Not Covered
<b>Pre-Natal Maternity</b>	Covered 100%; deductible waived	40%; after deductible
<b>Walk-in Clinics</b>	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.		
<b>Allergy Testing</b>	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
<b>Allergy Injections</b>	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
<b>DIAGNOSTIC PROCEDURES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Diagnostic X-ray</b>	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.		
<b>Diagnostic Laboratory</b>	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.		
<b>Diagnostic Outpatient Complex Imaging</b>	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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<b>EMERGENCY MEDICAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Urgent Care Provider</b>	Covered 100%; after deductible	40%; after deductible
<b>Non-Urgent Use of Urgent Care Provider</b>	Not Covered	Not Covered
<b>Emergency Room</b>	Covered 100%; after deductible	Same as in-network care
<b>Non-Emergency Care in an Emergency Room</b>	Not Covered	Not Covered
<b>Emergency Use of Ambulance</b>	Covered 100%; after deductible	Same as in-network care
<b>Non-Emergency Use of Ambulance</b>	Not Covered	Not Covered
<b>HOSPITAL CARE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient Coverage</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Inpatient Maternity Coverage</b> (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.		
<b>Outpatient Hospital Expenses</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Outpatient Surgery - Hospital</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Outpatient Surgery - Freestanding Facility</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Mental Health Office Visits</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Other Mental Health Services</b>	Covered 100%; after deductible	40%; after deductible
<b>SUBSTANCE ABUSE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Inpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		
<b>Residential Treatment Facility</b>	Covered 100%; after deductible	40%; after deductible
<b>Substance Abuse Office Visits</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.		
<b>Other Substance Abuse Services</b>	Covered 100%; after deductible	40%; after deductible
<b>OTHER SERVICES</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Skilled Nursing Facility</b> 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.		
<b>Home Health Care</b> 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
<b>Hospice Care - Inpatient</b>	Covered 100%; after deductible	40%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.		





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

	FY13 Step	FY14 Step	FY15 Step	FY16 Step	FY18 Step
0	7.99	9.00	10.00	10.55	12.68
1	8.30	9.31	10.31	10.86	13.18
2	8.60	9.61	10.61	11.16	13.68
3	8.90	9.91	10.91	11.46	14.18
4	9.21	10.22	11.22	11.77	14.68
5	9.51	10.52	11.52	12.07	15.18
6	9.81	10.82	11.82	12.37	15.68
7	10.12	11.13	12.13	12.68	16.18
8	10.42	11.43	12.43	12.98	16.68
9	10.72	11.73	12.73	13.28	17.18
10	11.02	12.03	13.03	13.58	17.68
11	11.33	12.34	13.34	13.89	18.18
12	11.63	12.64	13.64	14.19	18.68
13	11.93	12.94	13.94	14.49	19.18
14	12.24	13.25	14.25	14.80	19.68
15	12.54	13.55	14.55	15.10	20.18
16	12.84	13.85	14.85	15.40	20.68
17	13.15	14.16	15.16	15.71	21.18
18	13.45	14.46	15.46	16.01	21.68
19	13.75	14.76	15.76	16.31	22.18
20	14.05	15.06	16.06	16.61	22.68
21	14.36	15.37	16.37	16.92	23.18
22	14.66	15.67	16.67	17.22	23.68
23	14.96	15.97	16.97	17.52	24.18
24	15.27	16.28	17.28	17.83	24.68
25	15.57	16.58	17.58	18.13	25.18
26	15.87	16.88	17.88	18.43	25.68
27	16.18	17.19	18.19	18.74	26.18
28	16.48	17.49	18.49	19.04	26.68
29	16.78	17.79	18.79	19.34	27.18
30	17.08	18.09	19.09	19.64	27.68
31	17.39	18.40	19.40	19.95	28.18
32	17.69	18.70	19.70	20.25	28.68
33	17.99	19.00	20.00	20.55	29.18

34	18.30	19.31	20.31	20.86	29.68
35	18.60	19.61	20.61	21.16	30.18
36	18.90	19.91	20.91	21.46	30.68