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## **SCHOOL SUPPORT PERSONNEL AGREEMENT**

**NORTHWEST STATE COMMUNITY COLLEGE**

**AND**

**NORTHWEST STATE COMMUNITY COLLEGE  
EDUCATION ASSOCIATION**

**July 1, 2021 – June 30, 2024**

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## **ARTICLE 1: RECOGNITION**

### **A. Recognition**

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

### **B. Definition**

#### **1. Probationary Period**

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

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

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

#### **2. Substitute Employee (also known as temporary)**

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

### **3. Full-Time Employee**

A full-time employee is one who works forty (40) hours per normal workweek. Full-time employees are eligible for benefits. Employees working full-time on the academic year work schedule are eligible for full benefits as though they worked a twelve (12) month year.

### **4. Part-Time Employee**

A part-time employee is one who works less than forty (40) hours per normal workweek. A part-time employee must work on average twenty-five (25) or more hours per week when the department is operating to be eligible for certain fringe benefits.

## **C. Fair Share Fee**

### **1. Payroll Deduction of Fair Share Fee**

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

### **2. Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association monthly.

### **3. Schedule of Fair Share Fee Deductions**

#### **a. All Fair Share Fee Payers**

Payroll deduction of such fair share fees shall begin at the first payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until their second paycheck, which period shall be the required fair share fee probationary period of new employees. Deductions will be made for twenty-four (24) pays.

#### **b. Upon Termination of Membership During the Membership Year**

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

#### **4. Transmittal of Deductions**

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

#### **5. Procedure for Rebate**

The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the state of Ohio.

#### **6. Entitlement to Rebate**

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

#### **7. Indemnification of Employer**

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

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

## ARTICLE 2: NEGOTIATIONS

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



### **ARTICLE 3: MANAGEMENT RIGHTS**

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

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, and programs of the College, standards of services, its budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire support personnel;
3. Maintain and improve the efficiency and effectiveness of College operation;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, discharge or lay off, transfer, assign, schedule, promote, or retain support personnel;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a governmental unit;
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

## ARTICLE 4: ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs or the performance of support personnel's responsibilities.
- B. The Association shall be permitted reasonable use of College rooms and equipment on the same basis as other support personnel groups or support personnel members, provided such use does not interfere with the normal hours and operation of the College. The use of College facilities must be scheduled through the Facility Scheduler and posted on Facility's calendar. If the use of any facility results in additional costs to the College, such as extra custodial time, the Association shall reimburse the College for costs that would not otherwise be incurred. Costs for use of equipment, such as photocopiers and telephone calls, shall also be reimbursed to the College.
- C. The Association shall be provided use of a College bulletin board in designated areas for official Association business. Employee mailboxes may be used by the Association on the same basis as other associations, groups, or individuals within the College.
- D. If an unfair labor charge is filed by either party and SERB finds probable cause, or if a unit determination is filed by either party and a hearing is scheduled which requires unit representatives to go to SERB, up to two (2) unit representatives will be given release time to attend if deemed appropriate. Those representatives shall be compensated for their normal work hours.
- E. The employer will make available (electronically) Employer Policies, rules and regulations; Treasurer's Report, the annual budget, and the annual year-end financial report. The employer will also make available the agenda for each Board of Trustees meeting and the minutes after they are officially approved. An Association representative shall be permitted to address the Board of Trustees at each Board meeting provided their request is received in time to be placed on the Board's agenda.
- F. A copy of the negotiated agreement will be available to the Association and its members in PDF file format in a secure area of the college website or employee self- service area.
- G. The Employer shall provide the Association with a place to store a filing cabinet.
- H. The rights granted to the Association pursuant to this Agreement will not be given to any labor organization competing with the Association for the right to represent the bargaining unit.
- I. The College agrees to deduct Association dues and assessments in twenty-four (24) equal installments from the salaries of all unit members in the bargaining unit whose lawful, written authorization for such deductions it possesses. The Association understands that it is their responsibility to collect dues from those individuals who may not receive twenty-

four (24) paychecks throughout the calendar year. Individual authorizations shall continue in effect until such time as the unit member gives timely written notice to the College to discontinue such deductions, employment with the College terminates, or the individual ceases to be a member of the bargaining unit. As soon as the Human Resource Office knows that a bargaining unit member is leaving the employ of the College, the Association Treasurer will be informed. Except where the unit member resigns, retires, leaves the bargaining unit or otherwise leaves the employ of the College, notice to withdraw authorization of payroll deductions for Association dues and assessments shall be considered timely if submitted by December 15 annually.

The amount to be deducted annually for dues shall be made known to the College by the President of the Association no later than October 1 of the academic year. The amount to be deducted for assessments, if any, when made known to the College shall be deducted in twenty-four (24) equal amounts over twelve months, starting with the January 15 pay. The College shall forward to the Association Treasurer the payroll deductions in twelve (12) monthly installments accompanied by a list of the staff members and the amount of the deduction for each such individual. The College shall levy no charge upon the Association for administering the payroll deduction. Deduction of dues for newly hired persons who start after December will be made by the College, when notified by the Association, pro-rated in the remainder of the twenty-four (24) installments.

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

## **ARTICLE 5: INDIVIDUAL RIGHTS**

- A.** The Board will uniformly administer the terms of this Agreement for all members of the bargaining unit. No employee will be treated in an arbitrary, capricious, or discriminatory manner by the Board.
  
- B.** On the first day of employment, a new employee shall receive the following documents: job description, school support personnel agreement, insurance/benefit information (including but not limited to: policies and informational booklets), and salary notice.
  
- C.** The College will continue to respect the reasonable expectations of privacy which employees have in regard to their personal effects on College property. Other staff will access a member's office space for defined job-related reasons only.

## **ARTICLE 6: GRIEVANCE/ARBITRATION**

### **A. Construction**

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

### **B. Scope**

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

All grievances shall be conducted during regular working hours (8:00 AM to 4:00 PM). At a Step One or Step Two meeting, the grievant and a maximum of two (2) unit members who are grievance representatives will be compensated for this time. The grievance representatives shall not be from the same department. Multiple grievants may be called into grievance meetings one-by-one so as not to disrupt work. Additional unit members may be called in to testify during arbitration. If meetings are scheduled outside member's normal working hours, the member will, at the option of the College, be allowed to flex his/her hours or be paid overtime if otherwise required by this Agreement.

### **C. Step One**

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

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

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

#### **D. Step Two**

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

Grievances on behalf of employees in more than one work station or job and all Association grievances shall be initially filed at Step Two. Following receipt of a written Notice of Appeal from Step One or the appropriate initial filing of a grievance at Step Two, a Step Two hearing will be scheduled by the President or his/her designee, and will be completed within ten (10) days after the receipt of said Notice of Appeal or said grievance, unless the parties agree in writing to extend the time for such hearing for a specified period. The President or his/her designee shall provide the Association and the grievant, if other than the Association, with a written answer to Step Two within fifteen (15) days of the completion of the Step Two hearing. It is understood and agreed that an answer provided by the President's designee, in the absence of the President, shall have the same effect as if it had been answered by the President.

#### **E. Mediation**

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

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

**F. Arbitration**

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

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

**G. Arbitrator's Decision and Compensation**

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

**H. Limitation of Arbitrator's Authority**

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

## **ARTICLE 7: NO STRIKE/NO LOCKOUT**

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



## **ARTICLE 8: WORK YEAR, WORK WEEK, WORK DAY**

### **A. Work Year**

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

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

### **B. Work Week**

1. The typical work week for all full-time employees is Monday through Friday and is of forty (40) hours duration, unless the supervisor approves an alternate schedule. Full-time employees are expected to work a minimum of eight (8) hours per day with paid breaks, unpaid lunch, and overtime compensation in accordance with the Fair Labor Standards Act.
2. Part-time employees will have stated "normal" weekly hours that may cross traditional shift boundaries. The employer will assign part-time employees as needed based on workload.

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

### **C. Work Day**

Normal work hours are stated on the job description. Full-time employees are normally scheduled eight and a half (8.5) hours with a thirty minute unpaid lunch.

### **D. Relief Time**

#### **1. Breaks**

Employees will receive one (1) ten (10) minute paid break for each four (4) hours worked. Employees working a full shift (normally 8 hours) may combine their two (2) breaks into one (1) twenty (20) minute break. Employees scheduled to work a full shift that is less than eight (8) hours due to flex time will still receive two (2) ten (10) minute breaks or one (1) twenty (20) minute break.

#### **2. Lunch**

Full-time employees scheduled to work a full shift will receive a thirty (30) minute unpaid lunch. Employees who are not scheduled to work a full shift due to absences covered by PTO/Flex/Comp are not required to take the thirty (30) minute unpaid lunch. This must be communicated to the supervisor at the start of the shift. In all cases the time worked and the PTO/Flex/Comp must equal eight (8) hours. It is understood that the lunch break cannot be taken during the last thirty (30) minutes of a normally scheduled day.

## **E. Overtime/Extra Hours**

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

Hours outside regularly scheduled hours and above and beyond the full-time work weeks of forty (40) hours are overtime/compensatory time and shall be paid at one and one-half (1-1/2) times the regular rate of pay/time during the work week. Overtime hours earned may be taken as overtime pay or accumulated as compensatory time. Any compensatory hours earned shall be used within the next thirty (30) days. Supervisors may extend to sixty (60) days, at their discretion. The supervisor and employee must approve the use of comp time. Overtime pay/compensatory time for all employees will be determined as follows:

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

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

1. Extra hours shall first be offered to the employee having the greatest seniority who is qualified to do the activity that would not put the employee over forty (40) hours for the week.
2. Next overtime/extra hours shall be offered to the employee having the greatest seniority who is qualified to do the activity.
3. If all (full-time and part-time) employees in the affected job refuse the overtime following a second offer, the least senior full-time employee who is qualified to perform the work may then be required by the Employer to perform the overtime work.

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

## **F. Calamity Days**

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

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

Part-time employees will be paid for calamity days for their scheduled hours up to their calculated banked hours. Documentation for these hours will be taken from the annual seniority posting which shows the part-time employee's average/typical weekly hours worked. Banked hours will be determined by dividing the employee's total days worked

into their total hours worked to determine their average hours worked per day. That number will be multiplied by three (3) to determine the hours to be banked for the year. These hours will be in effect from January 1 to December 31 of each year.

If an employee is able to work remote on the calamity day, the employee will receive their regular pay for the calamity day.

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

#### **G. Flex Time**

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

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

It is understood that all flex time will be reported to and approved by the supervisor as outlined in the Employers Policy Manual. Schedules that are flexed must be accounted for within the same workweek.

#### **H. Part-time Additional Work**

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

## **ARTICLE 9: WORKING CONDITIONS**

### **A. Health and Safety**

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

### **B. Students**

The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The Employer shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

### **C. Supervision**

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

## **ARTICLE 10: PERSONNEL FILES**

- A.** A personnel file on each employee shall be maintained in the Human Resource Office.
- B.** Any employee may request, in writing, to review his/her personnel file. The Human Resource Office will schedule a time with the employee within three (3) business days for the review. The Human Resource Office, upon request, will make copies of any requested documents for the employee.
- C.** An employee's personnel file is confidential and access is restricted to the employee, persons acting on behalf of the Board of Trustees, federal and state agencies that have the authority to examine the files, Accreditation/Certification Agencies or where access is required by court order. Access by the public will be governed by the Ohio Public Records Act. No one, other than the above, shall be permitted access to or copies of personnel files without written notification to the employee.
- D.** Nothing in this Personnel Files Article shall be construed as limiting any statutory rights that the employee may have regarding his/her personnel file.
- E.** Anonymous letters or materials shall not be the basis for any adverse actions taken against any employee or be placed in an employee's file unless substantiated by an investigation.
- F.** An employee will be sent a copy of any item to be either added or deleted from his/her personnel file, and shall have the opportunity to acknowledge by signature in the file the addition or deletion of same. The signature only acknowledges receipt of document, not agreement with its contents. The employee shall have the right to reply to any appraisal material in a written statement to be entered in the personnel file. (previously in section D above)

## **ARTICLE 11: VACANCIES, TRANSFERS, AND PROMOTIONS**

### **A. Definition**

A vacancy shall be defined as a newly created position or a present position that is not filled. A transfer shall be defined as a lateral move with the same pay rate or a move to a lower pay rate. A promotion shall be defined as a move to a position with a higher pay rate.

### **B. Posting**

All vacancies shall be posted on a bulletin board near the Human Resources Office for a period of seven (7) calendar days and sent out electronically via e-mail to all employees. Each posting shall contain the following information and be in agreement with the job description:

1. Job title
2. Location of work
3. Rate of pay
4. Hours to be worked
5. Minimum requirements

### **C. Application**

Interested employees may apply electronically to the Human Resource Office or designee within seven (7) calendar days. Additional time will be provided where necessary to provide transcripts and letters of reference.

### **D. Filling Positions**

Vacancies shall be filled with the most senior qualified applicant. Within fourteen (14) calendar days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. All vacancies shall be filled within thirty (30) days of their occurrence, if possible.

### **E. Trial Period**

In the event of promotion or transfer from one job to another, the employee shall be given a trial period in which to demonstrate his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee feels that they are unsuited for the position, they may return to their prior position during the first ten (10) working days of the trial period. If, in the opinion of the supervisor, the employee is unable to demonstrate ability to perform the work required during the first sixty (60) calendar days of the trial period, the employee shall be returned to his/her previous assignment. The trial period begins on the first day the employee moves into the new position.

When an employee returns to their previous position and that position is not vacant the following process will occur:

The displaced employee will have the option to return to their former position or assume any open position for which they are qualified. The displaced employee will have ten (10) days to determine their choice. A displaced employee will not be granted an open position that a more senior qualified employee applied for during the seven (7) day posting period.

If the displaced employee was hired from outside the organization and there is no open position for which they are qualified, the displaced employee may be placed on layoff status or terminated at the discretion of the employer, provided the displaced employee is in their probationary period.

**F. Miscellaneous**

1. Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
2. New support staff positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions specify duties that are performed by unit members or which by the nature of the duties should reasonably be assigned to the bargaining unit. All new bargaining unit job descriptions will be developed by the administration and will be bargained by the administration and the Support Staff Negotiations Committee, along with the wages, hours, terms and conditions of employment.

## **ARTICLE 12: SENIORITY**

### **A. Definition**

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

### **B. Part-time Employees**

Part-time employees are included within the bargaining unit, and shall accrue seniority on a pro-rata basis. Pro-rata seniority will begin September 1, 1994. Part-time seniority will be determined by using the following calculation:

Total hours paid or counted as FMLA in a twelve (12) month period (January 1 through December 31) for a given employee divided by 2080.

This gives a factor for the twelve (12) month period which is added to the employee's current seniority credit, with a maximum of one (1) year credit per calendar year. Interim calculations will be made if needed to determine seniority for contractual reasons.

### **C. Probationary Employees**

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

### **D. Posting of List**

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

### **E. Seniority Rights**

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

### **F. Accrual**

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



## **ARTICLE 13: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

### **A. Definition**

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

### **B. Layoff**

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees in the affected job, then other employees in that job by inverse order of seniority. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, for which they are qualified, which is held by a less senior employee. Members may choose to bump a less senior member only once. Members have ten (10) calendar days to determine whether to bump a less senior member or be placed on lay-off status.

The employer and the association agree to discuss rate changes if there are jobs combined due to a reduction in force.

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

### **C. Work Hour Reduction**

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

### **D. Rights While On Layoff**

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

**E. Recall**

Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) calendar days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the seven (7) day period. Employees recalled to full-time work for which they are qualified are obligated to take said work. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall accrue seniority up to two (2) years during the period of such layoff.

## **ARTICLE 14: JOB DESCRIPTIONS**

Each association member shall have an appropriate and up-to-date job description on file in the Human Resources Office.

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

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

## ARTICLE 15: HOLIDAYS

- A.** All full-time 12-month support personnel shall be paid their regular rate of pay provided the holiday falls during the normal workweek of the employee and the holiday being as the Board of Trustees declares. No employee scheduled to work less than 40 hours/week for twelve (12) months is eligible to receive holiday pay.
- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Labor Day</li> <li>2. Thanksgiving Day</li> <li>3. Friday after Thanksgiving Day</li> <li>4. Day before Christmas Day</li> <li>5. Christmas Day</li> </ol> | <ol style="list-style-type: none"> <li>6. Day before New Year's Day</li> <li>7. New Year's Day</li> <li>8. Martin Luther King Day</li> <li>9. Memorial Day</li> <li>10. Independence Day</li> </ol> |
|--|---|
- B.** See academic calendar for end of year holiday period.
- C.** In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as a holiday; if the holiday falls on a Sunday, the College may designate either the preceding Friday or the succeeding Monday to be observed as the holiday.
- D.** In the event any of the aforesaid holidays fall during full-time employee's scheduled vacation, the time will not be charged against vacation leave.
- E.** If there are concerns with the established Special Days on the following calendar, those concerns will be negotiated between the Administration and the Support Staff Negotiations Committee a minimum of four (4) months in advance of the Holiday Calendar. In no event will the number of Special Days be reduced.

<p><b>December 2021</b>  Thursday, December 23<sup>rd</sup> – Special  Friday, December 24<sup>th</sup> – Christmas Eve  Monday, December 27<sup>th</sup> – Christmas Day  Tuesday, December 28<sup>th</sup> – Special  Wednesday, December 29<sup>th</sup> – Special  Thursday, December 30<sup>th</sup> – Special  Friday, December 31<sup>st</sup> – New Year's Eve  Monday, January 3<sup>rd</sup> – New Year's Day</p>	<p><b>December 2022</b>  Thursday, December 22<sup>nd</sup> – Special  Friday, December 23<sup>rd</sup> – Christmas Eve  Monday, December 26<sup>th</sup> – Christmas Day  Tuesday, December 27<sup>th</sup> – Special  Wednesday, December 28<sup>th</sup> – Special  Thursday, December 29<sup>th</sup> – Special  Friday, December 30<sup>th</sup> – New Year's Eve  Monday, January 2<sup>nd</sup> – New Year's Day</p>
<p><b>December 2023</b>  Thursday, December 21<sup>st</sup> – Special  Friday, December 22<sup>nd</sup> – Christmas Eve  Monday, December 25<sup>th</sup> – Christmas Day  Tuesday, December 26<sup>th</sup> – Special  Wednesday, December 27<sup>th</sup> – Special  Thursday, December 28<sup>th</sup> – Special  Friday, December 29<sup>th</sup> – New Year's Eve  Monday, January 1<sup>st</sup> – New Year's Day</p>	<p><b>December 2024</b>  Monday, December 23<sup>rd</sup> – Special  Tuesday, December 24<sup>th</sup> – Christmas Eve  Wednesday, December 25<sup>th</sup> – Christmas Day  Thursday, December 26<sup>th</sup> – Special  Friday, December 27<sup>th</sup> – Special  Monday, December 30<sup>th</sup> – Special  Tuesday, December 31<sup>st</sup> – New Year's Eve  Wednesday, January 1<sup>st</sup> – New Year's Day</p>

## ARTICLE 16: INSURANCE

### A. Group Benefits – Full Time Employees

#### 1. Medical Insurance

Unit members may select one of the following group health insurance plans:

##### **High Deductible Health Plan (HDHP)**

Employees electing this plan will pay 10% of the total monthly cost of the monthly premium. The college will be funding 70% of the deductible amount into a Health Savings Account (HSA) for any employees on the HDHP. For any employee that selects HDHP, 25% of the annual amount will be deposited the first week of January into their HSA. The remaining balance will be split equally and will be deposited in the HSA at the end of each month from January through November. The HSA belongs to the employee and is portable at whatever time the employee chooses to leave employment with the college. In situations where both spouses are employed by the College, they will elect family coverage in either the Access +1A or the HDHP. They cannot be covered in two plans.

##### **Access+ Plan**

Employees electing this plan will pay 20% of the total cost of the monthly premium.

##### **Waiving Medical Coverage**

Any full-time employee that opts out of the medical insurance or declines the medical insurance due to the spousal clause, will receive \$3,000, payable over 12 months. If the employee elects the dental and/or vision plan, they will pay 100% of the premium.

#### 2. Dental Insurance

- a. The Employee will pay 80% of the total cost of the premium.

#### 3. Vision Care Insurance

- a. The Employee will pay 80% of the total cost of the premium.

#### 4. Life Insurance

Each full-time member of the bargaining unit is eligible for a life insurance policy in the amount of \$45,000 with 100% of the premium paid by the Employer. Coverage is effective on the first day of service and will terminate on the last day of service. Employees should enroll when they first become eligible for this coverage. While there is no carrier specified open enrollment period, late enrollees must complete a qualifying medical health statement that is subject to the approval of the insurance company.

**B. Group Benefits - Part time employees**

**1. Medical Insurance**

Part-time employees must work on average twenty-five (25) hours or more per week when the department is operating to be eligible for benefits. Part-time employees are eligible for the HDHP medical plan and will pay a percentage of the premium based on the employee's percentage of full-time employment. Part-time employees are not eligible for the Access+ medical plan. The premium calculation for new employees will be the percentage of hours of their position (based on the job description) as compared to full-time employment. For current employees the premium calculation will be based on the average number of hours worked for the previous six (6) months. The hours will be re-calculated by payroll every six (6) months on January 1 and July 1 and will be effective for the following six (6) month period.

**Waiving Medical Coverage**

Part-time employees who opt out of the medical insurance or declines the medical insurance due to the spousal clause, will receive \$1,000, payable over 12 months. If the employee elects the dental and/or vision plan, they will pay 100% of the premium.

**2. Life Insurance**

Part-time employees are eligible for a life insurance policy in the amount of \$45,000 with a pro-rated premium. The calculation for new employees will be the percentage of hours of their position (based on the job description) as compared to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be re-calculated by payroll every six (6) months on January 1 and July 1 and will be effective for the following six (6) month period. Employees should enroll when they first become eligible for this coverage. While there is no carrier specified open enrollment period, late enrollees must complete a qualifying medical health statement that is subject to the approval of the insurance company.

**C. Coverage**

Employees will receive a summary of the Access + and the HDHP plans during open enrollment each year. Copies of the Plan Document will be provided to any employee upon request.

**D. 125 Plan**

The College shall provide a 125 plan for all employees covered by this agreement.

## **ARTICLE 17: ABSENCE FROM DUTY**

Any employee who is unable to report for work on a given day shall notify his/her supervisor at least one half hour (30 minutes) prior to the start of the shift, except in extenuating circumstances. If persons on personal leave or sick leave have an adequate accrual of sick leave or personal days, they will be compensated for their absence if the correct form is appropriately submitted. Other absences will be deducted from the employee's pay.

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

### **A. FMLA**

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

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

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

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

### **B. Sick Leave**

#### **1. Accumulation**

All employees earn sick leave credit at the rate of one and one-quarter (1-1/4) days per month of completed service. Part-time, daily, or hourly employees accumulate sick leave which will be determined for new employees by the percentage of hours of their position to full-time employment. For current employees the calculation will be based on the average number of hours worked for the previous six (6) months. The rates will be recalculated by payroll every six (6) months on January 1 and July 1 and will be effective for the following six (6) month period. Unused sick leave shall be cumulative to a maximum of two hundred sixty (260) days.

#### **2. Credit**

The previously accumulated sick leave of an employee who has been separated from the public service within the past ten (10) years shall be placed to his credit upon his re-

employment in the public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. The employee must obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.

### **3. Advance**

On reporting to duty, each new support staff employee with no accumulated sick leave or an employee who has exhausted his/her leave shall be credited with a maximum of five (5) days of sick leave. If any of said five (5) days sick leave are used, these days will be deducted from the total sick leave accumulated during the year of service as provided in these regulations. If an employee uses all or part of said five days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the College for sick leave used but not earned at the per diem rate of the employee. This provision shall also apply to support staff employees returning to work after using their full amount of accumulated sick leave.

### **4. Record**

Sick leave that has been accumulated, earned, and used is available on the employee self-service intranet site.

### **5. Non-forfeiture**

Sick leave is not forfeited because of absence without pay, nor is it earned during such absence. A regular or part-time employee who leaves the employment of the College shall retain his accumulated sick leave for ten (10) years from the date of termination of his last employment.

### **6. Usage**

Sick leave days may be taken by an employee for the following reasons:

- a. Personal illness or disability.
- b. Exposure to contagious diseases.
- c. Serious illness or other serious medical emergency in the employee's immediate family. Immediate family is designated as husband, wife, child, grandchild, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, step-mother, step-father, step-sister, step-brother, or anyone who has held the position of parent or child or is a permanent member of the employee's home.
- d. Bereavement for immediate family up to five (5) days with additional days approved by the immediate supervisor or designated representative. Bereavement for an uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, or any relative, close personal friend, or neighbor up to three (3) days per occurrence, with additional days approved by the immediate supervisor or designated representative.



- e. A certificate stating the general nature of the illness and fitness to return to duty may be required in case of frequent absences or absences of three consecutive days or more. When required, this certificate will be attached to the sick leave form, and remain on file with it. Absences may be considered frequent whenever the sick leave usage rate exceeds fifty (50) percent of the accumulation rate.
- f. Sick leave time will be deducted from each Employee's accrued sick leave time on the basis of one (1) hour of sick leave time for one (1) hour of absence. Sick leave may be taken in one-half (1/2) hour increments.
- g. For absences, employees are accountable for the number of hours they were scheduled to work. Absences are recorded for no less than one-half (1/2) hour increments.
- h. An employee who wishes to use sick leave for a medical appointment scheduled in advance shall be required to notify their supervisor twenty-four (24) hours in advance.

**7. Calamity Days**

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

**C. Vacations**

**1. Eligibility**

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

**2. Amounts**

Years of Continuous Service	Accrual Rate
Less than 4 years	10 days per year
At least 4 years, less than 7 years	15 days per year
At least 7 years	20 days per year

**3. Carry-over**

- a. An employee shall forfeit the right to take or to be paid for any accrued vacation time which is in excess of the maximum allowed of four hundred (400) hours/fifty (50) days. Such excess vacation shall be eliminated from the employee's vacation balance.

- b. Vacation may be accrued to a maximum allowed of four hundred (400) hours/fifty (50) days through December 31.
  - i. Upon December 31 of each year, an accrual over the maximum (320 hours/40 days) will be forfeited.

**4. Usage**

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

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

**D. Personal Leave – Full-time Employees**

Personal leave with pay will be authorized for all unit members who are full-time employees, up to at least three (3) unrestricted personal leave days per year. Personal leave with pay will be pro-rated for those employees hired after the beginning of a contract year. Personal leave time will be deducted on the basis of one-half (1/2) hour of personal time for one-half (1/2) hour of absence.

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

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

**E. Personal Leave – Part-time Employees**

An employee whose position by the job description shows twenty (20) hours or more per week will earn unrestricted personal hours.

Years of Continuous Service	Accrual Rate
Less than 5 years	1 hour for every 120 hours worked
At least 5 years, less than 10 years	1 hour for every 100 hours worked
At least 10 years	1 hour for every 80 hours worked

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

**F. Military Leave**

All employees who are members of the Ohio National Guard, the Ohio Defense Corps., the Ohio Naval Militia, or members of other reserve components of armed forces of the

United States are entitled to leave of absence from their respective duties and pay for the difference between their regular salary and their military service pay for which they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any calendar year. The employer will comply with Uniformed Services Employment and Reemployment Rights Act (USSERRA).

**G. Jury Duty**

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

**H. Professional Leave**

Absence with pay will be allowed for professional meetings or field trips involving College business which the President or his designated representative determines to approve. Approval is required in advance and the appropriate form must be submitted to the department head for approval. Professional leave of absence requiring travel outside the United States must have advance approval of the Board of Trustees.

**I. Leave of Absence Without Pay**

A leave of absence is understood to mean a period of extended absence from duty by an employee for which written request has been made and formal approval granted by the Employer. An employee with five (5) years or more seniority who is unable to work in accordance with items in Section 7, usage A, and who has exhausted all sick leave available shall upon application may be granted a leave of absence without pay for the duration up to one (1) year. If the employee has less than five (5) years of seniority, the one (1) year will be prorated accordingly.

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

Reason	Length of Time
Illness; Disability (Mental or Physical)	Up to 1 year (May be renewed at discretion of Employer)
Educational or Professional Purposes; Personal Business; Maternity/Paternity	Up to 6 months (May be renewed at discretion of Employer)
Military Obligations as determined by the Uniformed Services Employment and Reemployment Rights Act (USSERRA)	Will comply with USSERRA

Employee may be eligible to continue fringe benefits for three (3) months. The College

will comply with the COBRA law concerning the continuation of benefits provided by this agreement.

At least seven (7) days written notice must be given to the Employer of an employee's intention to return to work from a leave of absence, unless mutually agreed upon.

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

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

## **ARTICLE 18: EVALUATION**

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

A copy of the evaluation will be placed in the employee's personnel file. The employee has the right to provide a written response to the evaluation.

## ARTICLE 19: DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

Progressive discipline steps for related offenses as follows:

- 1st step – verbal warnings (this would involve a dated memo in the personnel file indicating that a verbal warning given with rationale stated for the warning)
- 2nd step – written warnings
- 3rd step – one day suspension with or without pay
- 4th step – five day suspension with or without pay
- 5th step – termination

Documentation of warnings (Steps 1 and 2) are to be removed from employee's personnel file after two (2) years without any further progressive discipline.

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

## **ARTICLE 20: CONFLICT WITH REGULATIONS**

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



## ARTICLE 21: WAGE RATES

### A. Master Schedule

#### WAGE RATES

Positions	Current Rate	7/1/2021	7/1/2022	7/1/2023
Administrative Assistant	\$ 16.63	\$ 17.08	\$ 17.54	\$ 18.01
Bookstore Clerk Retail & Food Service Asst	\$ 12.06	\$ 12.39	\$ 12.72	\$ 13.06
Bookstore Clerk Retail	\$ 12.06	\$ 13.13	\$ 13.50	\$ 13.86
Cook	\$ 13.73	\$ 14.10	\$ 14.48	\$ 14.87
Copy Center Operator Assistant	\$ 12.06	\$ 12.39	\$ 12.72	\$ 13.06
Custodian	\$ 11.31	\$ 12.25	\$ 13.00	\$ 13.46
Custodian - 2nd shift	\$ 11.84	\$ 12.70	\$ 13.45	\$ 13.91
Data Entry / Testing Asst	\$ 14.08	\$ 14.46	\$ 14.85	\$ 15.25
Data Systems Analyst	\$ 31.49	\$ 33.00	\$ 34.50	\$ 36.00
Facilities Tech	\$ 16.63	\$ 17.08	\$ 17.54	\$ 18.01
Financial Aid Assistant	\$ 14.08	\$ 14.85	\$ 15.26	\$ 15.68
Financial Aid Associate Director	\$ 17.06	\$ 18.00	\$ 19.00	\$ 19.87
Financial Aid Counselor	\$ 16.63	\$ 17.08	\$ 17.54	\$ 18.01
Financial Resource Counselor	\$ 16.63	\$ 17.08	\$ 17.54	\$ 18.01
Food Service Assistant	\$ 11.14	\$ 11.44	\$ 11.75	\$ 12.07
Library Assistant	\$ 16.63	\$ 17.08	\$ 17.54	\$ 18.01
Maintenance Tech	\$ 20.35	\$ 20.90	\$ 21.46	\$ 22.04
Network Systems Tech	\$ 20.35	\$ 22.10	\$ 22.72	\$ 23.33
Receptionist	\$ 13.08	\$ 13.43	\$ 13.80	\$ 14.17
Registrar Assistant	\$ 14.08	\$ 15.00	\$ 15.50	\$ 16.30
Sr Network Systems Admin	\$ 31.49	\$ 33.06	\$ 34.72	\$ 36.45
Sr Registrar Assistant	\$ 16.63	\$ 17.20	\$ 17.68	\$ 18.15

Full-time employees who are at a higher rate than those in the table above will receive a lump sum of \$750 on July 1<sup>st</sup> each year of the contract.

Part-time employees who are at a higher rate than those in the table above will receive a lump sum of \$375 on July 1<sup>st</sup> each year of the contract.

If the employee notifies payroll prior to June 15<sup>th</sup>, the employee may elect the lump sum payments to be distributed over 24 pay periods.

Wage rates can only be changed at the agreement of the employer and the association during the life of this agreement.

## ARTICLE 22: PAYROLL PRACTICES

### A. Pay Schedule

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

### B. Payroll Deductions

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

- 1) United Way (\$5.00 minimum per pay)
- 2) Section 125
- 3) NSCC Scholarship and Foundation
- 4) Ohio State Deferred Compensation

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

## **ARTICLE 23: WAIVER OF INSTRUCTIONAL FEES**

### **A. All Support Staff Personnel**

1. The instructional fee, general fee, and out-of-state tuition surcharge for all courses taken for credit within the College, excluding independent studies or courses by appointment, will be waived. All other fees will be paid by the employee, including excess tuition costs that are not eligible for subsidy.
2. Non-credit community service course instructional fee will be waived up to the equivalent cost of six (6) credit hours per semester. These classes must have a sustainable enrollment of non-employees and NSCC employees may populate remaining seats.
3. If a person is no longer employed by the College when the fee waiver is being used by that person, he/she will be responsible for the remainder of the instructional fee, general fee, and out-of-state surcharge on a prorated basis.

### **B. Dependents of Support Staff Personnel (Effective 7-1-2018)**

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

**C. Procedures for Obtaining the Instructional Fee Waiver**

1. Obtain and complete a fee waiver form prior to each semester. Copies of the form are available in the copy center and the Human Resources office.
2. Submit the completed form to the employee's supervisor for his/her approval.
3. The approved copy of the fee waiver will be forwarded to the Human Resource Department.
4. The support staff member, spouse, and/or dependent shall register for class the same as any other student and is considered registered only when all additional fees are paid.
5. Persons receiving fee waivers will not be considered in determining whether a course will be offered or canceled.

## **ARTICLE 24: SERS RETIREMENT AND PICK-UP OF SUPPORT PERSONNEL CONTRIBUTIONS TO SERS**

1. All support staff employees are required to become members of the School Employees Retirement System in accordance with the Ohio Revised Code.
2. For employees hired prior to 8-1-2007, in addition to the total annual salary and salary per pay period which is otherwise payable to each member, the College will assume and pay to SERS on behalf of each member during this Agreement five percent (5%) of each member's total annual salary or salary per pay period as a "pick-up" of a portion of the SERS member's contribution otherwise payable by such member. For purposes of determining the total required contributions to SERS, such member's "earned compensation" (as referred to in Ohio Revised Code Section 3307.51) and "earnable compensation" (as referred to in Ohio Revised Code Section 3307.53) shall include both the salary otherwise payable and the pick-up. For purposes of determining the total required contribution to SERS member's "compensation" (as referred to in Ohio Revised Code Section 3309.47) and "earnable compensation" (as referred to in Ohio Revised Code Section 3309.49) shall include both the salary otherwise payable and the pick-up. The College shall assume and pay the member's contribution due to SERS on the pick-up, which amount shall not be included in "earned compensation" or "earnable compensation".

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

Employees hired after 8-1-2007 will receive the employer's share only of the SERS contribution.

3. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
4. Any pick-up by the College of a member's contribution to SERS shall be mandatory for all members. No member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the College to SERS.
5. The College shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the College's understanding that federal and Ohio income tax laws and regulations presently require it to report as a member's gross income his total annual salary excluding the amount of the pick-up.

## **ARTICLE 25: MISCELLANEOUS**

### **A. Parking**

The Board shall provide parking for employees at no cost.

### **B. Uniform and Tools**

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

### **C. Use of College Car**

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

### **D. Travel**

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

## **ARTICLE 26: SUBCONTRACTING**

### **A. Bargaining Unit Work**

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

### **B. Auxiliary Operations**

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

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

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

## **ARTICLE 27: PAST PRACTICE**

Past Practice is identified as practices that have been:

1. unequivocal;
2. clearly enunciated and acted upon, and
3. readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.



## **ARTICLE 28: SEVERANCE**

### **A. Severance**

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

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

### **B. Conversion on Retirement**

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

## ARTICLE 29: DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2021 upon ratification, and shall remain in full force and effect through June 30, 2024, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties hereto. The parties shall meet as soon as possible after notice has been served at a mutually agreeable time and place.

FOR THE ASSOCIATION

Kaleigh Nofziger  
Negotiating Committee

05/24/21

Date

Malaysia Wauker  
Negotiating Committee

5/24/21

Date

[Signature]  
Negotiating Committee

5-25-2021

Date

FOR THE COLLEGE

[Signature]  
Chairperson of the Board

6/9/21

Date

[Signature]  
President

6/9/21

Date

Katy McKelvey  
Vice President of Human Resources & Leadership  
Development

5/24/21

Date

[Signature]  
Negotiating Committee

5/24/21

Date

[Signature]  
Negotiating Committee

5/24/21

Date

## Child Development Center Memorandum of Understanding

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

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

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

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

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

For the College:

Dennis M. Crain

Joan M. Aschierum

Date: 6/13/07

For the Association:

Bob Robinson

Kimberly Charles

This MOU will be reevaluated as to the interest of continuing said MOU (June 30, 2021) with a successor agreement or contract.

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

Buehrer, Marsha K.

Cordes, Jennifer L.

Hissong, Lou A.

McIntosh, Gayle

Slattman, Rebecca A.

Van Horn, Jill D.