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## **AGREEMENT**

*BETWEEN*

**CUYAHOGA COMMUNITY COLLEGE**

*AND*

**OHIO COUNCIL 8 AND LOCAL 2678 OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**Effective July 1, 2011 to June 30, 2014**

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## **AGREEMENT**

### **ARTICLE 1**

#### **PURPOSE**

Section 1.1. This Agreement is made between the CUYAHOGA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "College") and OHIO COUNCIL 8 AND LOCAL 2678 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union"). The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of differences between the College and its employees who are members of the bargaining unit.

### **ARTICLE 2**

#### **RECOGNITION**

Section 2.1. The College hereby recognizes Ohio Council 8 and Local 2678 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for all full-time and part-time non-supervisory employees of the College for the purpose of collective bargaining with respect to establishing wages, hours and other terms and conditions of employment for all members of the bargaining unit as specified in Section 2.3. (a) and (b) of this Article.

Section 2.2. Part-time employees covered by this Agreement shall include those employees who at the time of their hire are regularly scheduled to work twenty (20) or more hours per week, those employees who actually work a minimum of 500 hours in the six (6) month period immediately succeeding their date of hire, or those employees who actually work a minimum of 500 hours in any succeeding six (6) month period. Once part-time employees meet the eligibility requirements for membership in the unit, they shall remain a member of the unit until such time as their seniority is broken in accordance with Section 11.2 of this Agreement. All part-time, non-supervisory employees of the College, as of the date of ratification of this Agreement, who are members of the bargaining unit shall remain as members of the bargaining unit until such time as their seniority is broken in accordance with Section 11.2 of this Agreement. Such part-time employees are covered by all terms of the Agreement except for those sections in which the term "employee" is preceded by the words "regular full-time."

Section 2.3. The unit consists of non-supervisory employees of the College in the components and job classifications listed below:

(a) Plant Operations and Logistics Unit

1. The members of such bargaining unit are all full-time Plant Operations & Logistics Unit employees and part-time, non-supervisory employees who at the time of their hire are regularly scheduled to work twenty (20) hours or more per week, those employees who actually work a minimum of 500 hours in the six (6) month period immediately succeeding their date of hire, or those employees who actually work a minimum of 500 hours in any succeeding six (6) month period in the components and job classifications listed in Appendix A of this Agreement.
2. The following categories of employees are excluded from the Plant Operations and Logistics bargaining unit:
  - i. **All management level and command staff employees.** "Management Level Employees" means any individual who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or who has a major role in personnel administration.
  - ii. **All supervisory employees.** "Supervisor" means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
  - iii. **All confidential employees.** "Confidential Employees" means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the public employer and its employees would make their membership in an employee organization incompatible with their official duties.
  - iv. All employees who work less than twenty (20) hours per week or have never worked 500 hours in any six (6) month period of employment.
  - v. All student assistants and College work study employees.

- vi. All temporary and seasonal personnel.
- vii. All police officers, security personnel and guards as defined by the Ohio Public Sector Collective Bargaining Act.
- viii. All employees included in any other recognized collective bargaining agreement.

(b) Campus Police and Security Services Unit

1. The members of such bargaining unit are all full-time employees in the Campus Police and Security Services Unit job classifications listed in Appendix B of this Agreement and part-time, non-supervisory employees who at the time of their hire are regularly scheduled to work twenty (20) hours or more per week, those employees who actually work a minimum of 500 hours in the six (6) month period immediately succeeding their date of hire, or those employees who actually work a minimum of 500 hours in any succeeding six (6) months period.
2. The following categories of employees are excluded from the Campus Police and Security Services bargaining unit:
  - i. **All management level and command staff employees.** "Management Level Employees" means any individual who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or who has a major role in personnel administration.
  - ii. **All supervisory employees.** "Supervisor" means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
  - iii. **All confidential employees.** "Confidential Employees" means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the public

employer and its employees would make their membership in an employee organization incompatible with their official duties.iv.

All employees who work less than twenty (20) hours per week or have never worked 500 hours in any six (6) month period of employment.

- v. All student assistants and College work study employees.
- vi. All temporary and seasonal personnel.
- vii. All employees included in any other recognized collective bargaining agreement.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

Section 3.1. Both the College and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby affirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, sex, sexual orientation, creed, national origin or ancestry, age, disability, or status as a disabled or Vietnam-era veteran. Furthermore the College will not discriminate on the basis of disability, provided the disability does not impair the person's ability to substantially perform the work and employing a disabled person would not significantly increase the occupational hazards affecting either the disabled person, other employees, the general public or the facilities in which the work is performed. Moreover, the College will make reasonable accommodations whenever legally required to do so. Reasonable accommodations will be handled on an individual case-by-case basis and will be non-precedent setting. The College will notify the Union prior to any accommodation which impacts on this Agreement.

Section 3.2. The College recognizes the right of all employees and all applicants for employment to be free to join the Union and participate in lawful concerted Union activities. Therefore, the College agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the College against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union. The Union recognizes the right of all employees and all applicants for employment to be free not to join the Union and agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Union against any employee or any applicant for employment because of non-union membership.

## ARTICLE 4

### UNION SECURITY AND CHECK-OFF

Section 4.1. All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to be members of the Union, and the College will not honor dues deduction (check-off) revocation from any such employee except as provided herein.

Section 4.2. Effective August 1, 1984, all bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees hired after August 1, 1984, who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective ninety (90) calendar days from the employee's date of hire as a condition of employment, or in the case of part-time employees not regularly scheduled to work twenty (20) hours or more per week as of their date of hire, effective the beginning of the six (6) month period immediately following the six (6) month period during which the part-time employees worked sufficient hours to be covered by this Agreement.

The fair share fee amount shall be certified to the College by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 4.3. The College will deduct regular initiation fees and monthly dues from the pay of employees covered by this Statement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

- (a) An employee shall have the right to revoke such authorization by giving written notice to the College and the Union at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period; and
- (b) The College's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 4.4. All deductions under Sections 4.2 and 4.3, together with an alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Union will indemnify and hold harmless the College from any or all claims made by an employee against the Union and/or the College arising from improper dues or initiation deductions.

At the time the Union is furnished the above information, the College shall furnish the Union the names of all newly hired employees covered by this Agreement together with their address as it appears on the records of the College.

## **ARTICLE 5**

### **P.E.O.P.L.E.**

Section 5.1. The College will deduct voluntary contributions to the AFSCME International Union P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of employees covered by this Statement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that, an employee shall have the right to revoke such authorization by giving written notice to the College and the Union at any time, and the authorization card shall state clearly on its face the right of an employee to revoke.

## **ARTICLE 6**

### **UNION REPRESENTATION**

Section 6.1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each steward shall have an alternate who shall act as the steward when the steward is absent from work or unavailable. However, a steward shall not be considered unavailable if he or she is on release time attending to the processing of grievances or other Union business. (Stewards and their alternates shall not simultaneously be on paid release time status). The Local Union shall notify the College by January 15 of each calendar year of the names of the stewards. Failure to provide the names of the stewards shall relieve the College from providing any copies of disciplinary action to the steward. The College will recognize stewards in the following numbers and locations:

## **Plant Operations and Logistics Unit**

The Plant Operations and Logistics Unit shall be allowed two (2) stewards at the Metropolitan Campus who shall represent all downtown locations (who shall not work the same shift), one (1) steward at the Eastern Campus to include representing Corporate College East (CCE), and one (1) steward at the Western Campus to include representing Brunswick and one (1) steward at Corporate College West (CCW) or Westshore to represent CCW and Westshore.

## **Campus Police and Security Services Unit**

The Campus Police and Security Services Unit shall be allowed two (2) stewards at the Metropolitan Campus who shall represent all downtown locations (who shall not work the same shift), one (1) steward at the Eastern Campus to include representing Corporate College East (CCE), and one (1) steward at the Western Campus to include representing Brunswick and one (1) steward at Corporate College West (CCW) or Westshore to represent CCW and Westshore.

**Section 6.2.** Each steward shall represent the employees in his or her unit as designated in Section 6.1, unless the designated steward is unavailable, in which case the designated alternate steward shall act in place of the regular steward. The Union will notify the College, in writing, of the identity of each steward and alternate steward. If the need arises to adjust either the number of stewards or the agreed upon areas of representation as provided for in Section 6.1, the College and the Union will endeavor to resolve the matter in a mutually satisfactory manner. Need shall be based upon a substantial increase or decrease in employment.

- (a) A Union representative, being the president (or in the absence of the president, the vice president) a steward, (or in the absence of a steward, the alternate steward) shall be permitted to attend to the processing of grievances during working hours without loss of pay. Any Union representative who desires to process grievances or conduct other authorized Union activity on College time shall contact his supervisor to make arrangements for the conduct of the Union activity. The supervisor shall not unreasonably or arbitrarily withhold permission for or delay the arrangements for the Union activity. Upon obtaining prior approval from the supervisor, the steward, or the alternate steward shall be permitted to investigate grievances, adjust grievances, or meet with management to address contractual matters within his own work location pursuant to Section 6.1. of this Article during working hours without loss of pay and such approval shall not be arbitrarily or unreasonably refused. The President or Vice President may attend in place or in the absence of the steward or alternate steward. This right shall not be abused and, if abused, shall be withdrawn from the individual abusing the privilege. Before withdrawing the right granted by this Section, the parties shall meet in an effort to resolve the charge or charges of abuse forming the basis for the threatened withdrawal from the individual abusing the privileges.

- (b) For the purposes of conducting union business only, the College will provide no more than two (2) parking permits to Union officers who have to travel between campuses to conduct such Union business.

Section 6.3. A steward having an individual grievance in connection with his own work may ask for the Local Union President to assist him in adjusting the grievance with his supervisor.

Section 6.4. Stewards and alternate stewards shall not be involuntarily transferred from their respective areas of representation and shifts during the term of office except upon agreement between the College and the Union.

Section 6.5. In the event of a reduction in force and within the provisions of the bumping procedure, efforts will be made to retain the Union President, Vice President, recording secretary, treasurer, the stewards, and alternate stewards in the same geographic location, if it becomes necessary for them to change jobs because of the bumping procedures.

Section 6.6. There shall be a Grievance Committee consisting of the Local Union President, Vice President, and three (3) stewards to be selected by the Union to meet with the College on grievances.

Section 6.7. The College agrees to provide newly hired bargaining unit members with a copy of this Agreement and an information packet supplied by the Union at new employee orientation.

## **ARTICLE 7**

### **COLLEGE MANAGEMENT RIGHTS**

Section 7.1. Except as specifically limited by explicit provisions of this Agreement, the College retains the sole and exclusive right to manage its operations, buildings, and plants, and to direct the working force consistent with the provisions of this Agreement. The right to manage shall also include the authority to establish policy and procedures governing and effecting the operations of the College and without limiting the generality hereof includes the right:

- (a) To utilize personnel methods and means in the most appropriate and efficient manner possible;
- (b) To manage, direct, supervise and evaluate the employees of the College;
- (c) To hire, promote, transfer, assign, schedule or retain employees in positions within the College;
- (d) To establish reasonable work rules and reasonable rules of conduct; and to provide the Union with a copy of the same;
- (e) To suspend, discharge, or take other disciplinary action against employees for just cause;

- (f) To determine the size, composition and adequacy of the work force and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines in its discretion that the continuation of such work or that the number of employees performing such work is unnecessary;
- (g) To determine the mission of the College and to efficiently fulfill that mission including the transfer, alteration, curtailment or discontinuance of any goods or services consistent with the Agreement and the hiring and employment of non-College personnel provided in this paragraph shall not be used for the purpose of undermining the Union or discriminating against any of its members;
- (h) To determine the overall methods, process, means or personnel by which operations are to be conducted; and to take actions to carry out the mission of the College;
- (i) To determine all 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 overall budget, utilization of technology and organizational structure.

These aforementioned College management rights shall be exercised in accordance with the provisions of this Agreement and any other applicable law.

Section 7.2. In addition, unless otherwise restricted by an express term of this Agreement, all management rights are exclusively reserved by the College. Further, the exercise of any enumerated or reserved management rights shall not be subject to negotiation with respect to such decision.

## **ARTICLE 8**

### **DISCIPLINE**

Section 8.1. The College will not discipline a non-probationary employee without just cause. The College retains the right to discipline and discharge employees for just cause. The College reserves the right to publish prohibited conduct through its Employee Code of Conduct Policy, 3354-1-43-02.

Section 8.2. Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

Section 8.3. The College will administer a system of progressive discipline based on its assessment of the facts on a case-by-case basis. The disciplinary measures the College may consider are as follows:

- i. Documented Verbal Warning
- ii. Written Warning
- iii. Suspension
- iv. Discharge

Section 8.4. The College has the right to give more than one warning or reprimand in lieu of suspension or may issue a higher level of discipline depending on the circumstances. Higher levels of discipline may occur for first offenses.

Section 8.5. Any non-probationary employee who is disciplined, including suspension or discharge, shall be given a written notice of such disciplinary action, stating the reason(s) for the disciplinary action. The notice shall be distributed to the employee within forty-eight (48) hours, excluding Saturdays, Sundays, holidays and Level 2 closings, of the College's decision to discipline the employee. The Union President and steward shall be provided a copy of the notice.

Section 8.6. Any employee who is investigated for an offense which may result in a suspension or a discharge will be given a pre-disciplinary hearing to informally present his statement about the facts and circumstances of the proposed discipline. The employee is entitled to Union representation at the meeting if the employee so desires. Attendance is limited to the Union President or his representative and one (1) Union Representative.

Section 8.6.1. For the purposes of this section, the parties acknowledge that the issuance of the pre-disciplinary findings shall be the date on which the College has determined that it has knowledge of cause to issue a disciplinary action.

Section 8.6.2. Said findings shall be completed no later than fifteen (15) calendar days following the completion of the due process meeting. Thereafter, any employee who has been discharged or suspended for a specific number of days will be given a written discipline notice with a statement describing the reason(s) for which he has been suspended or discharged. The notice will be given to the employee within five (5) working days of the suspension or discharge. The College may place employees on paid administrative leave pending the outcome of an investigation.

Section 8.6.3. The employee will have waived his opportunity for a meeting if he fails to attend the scheduled meeting. His discipline will be based on the facts known to the College at that time.

Section 8.6.4. The employee will be notified of the opportunity to have a steward present at the time the suspension is issued and upon request of the employee, a steward shall be present at the time of notification. Further, if the employee so requests, he shall be promptly granted a private interview with his steward before the employee is required to leave the premises.

Section 8.7. The College shall issue discipline within a reasonable period of time, but no later than thirty (30) calendar days after it has knowledge of the cause. The thirty (30) calendar day requirement for the issuance of disciplinary action shall be waived in situations that require an investigation concerning an allegation of workplace harassment and/or illegal activities. Discipline shall become part of the employee's work record when it is entered in the employee's personnel record at the Institutional Advancement Office of Human Resources. Copies of any disciplinary action will be furnished to the employee, the steward, the President of the local Union, and the Ohio Council 8 representative.

Section 8.8. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it.

Section 8.9. In imposing discipline on current charge, the College will not take into consideration any prior infraction which occurred more than two (2) years previously, unless the infraction involved Gross Misconduct, which will be maintained as active and ineligible for consideration for the remaining term of employment.

Section 8.10. Notwithstanding any other provisions of this Agreement or other College policies, all matters relating to disciplinary actions affecting a non-probationary employee shall be subject solely to the Grievance Procedure herein contained. No disciplinary actions shall be appealable to the State Personnel Board of Review.

Section 8.11. Gross Misconduct is defined as any violation of the following offences which occur on College property, including leased property, or in any College vehicle, including leased vehicles: assault, menacing, aggravated menacing, domestic violence, illegal drug possession and/or distribution, driving under the influence of drugs or alcohol, driving while impaired, sex offenses, and dereliction of duty, all as defined by the Ohio Revised Code. This definition includes felony convictions resulting from conduct on or in College property and violations of the College's Harassment Policy.

Section 8.12. It is important that employee complaints of unjust suspension or discharge be processed promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning at Step 3.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

Section 9.1. A grievance is a dispute or difference between the College and the Union or between the College and an employee concerning the interpretation and/or application of any provision of this Agreement, including any and all disciplinary actions.

When a grievance arises, the following procedure shall be observed:

#### Step 1:

An employee who has a grievance shall take the matter up with his supervisor, either alone or accompanied by his steward, but in any event, not later than ten (10) working days after the event giving rise to such grievance. The supervisor shall make arrangements for a meeting with employee and/or the steward if requested, at the earliest time during that shift consistent with operational needs. The supervisor shall respond to the grievant within twenty-four (24) hours of the Step 1 meeting.

### Step 2:

If the matter is not satisfactorily adjusted at Step 1, the aggrieved employee and his steward may file a formal written grievance with the employee's department head on a form provided by the College within three (3) working days following the date of the Step 1 written response, but not more than thirteen (13) days from the date of origin of the grievance. The department head shall meet with the employee and the steward within three (3) working days from the date the Step 2 grievance is received in an attempt to resolve the grievance. The department head shall give a written answer to the steward within three (3) working days following the meeting. If the grievance is denied, the written answer shall set forth the reason or reasons.

### Step 3:

If the grievance is not satisfactorily settled at Step 2, the Union may, within seven (7) working days after receipt of the Step 2 answer, appeal the grievance to the Vice President for Human Resources or designee. The Vice President for Human Resources or designee and the Local Union Grievance Committee shall consider the grievance at the next monthly Labor Management Committee meeting. The Regional Director of Ohio Council 8 and/or his designee shall participate in the meeting. A written answer to each grievance shall be given to the Union within ten (10) working days after the Step 3 meeting.

### Step 4:

Group and individual grievances with the exception of discipline and discharge grievances may be appealed by the Union to mediation if the grievance is not satisfactorily settled at Step 3 within fifteen (15) calendar days from the date of the written response and by mutual agreement of the College and the Union.

The Mediator will be mutually selected by the College and Union on a case by case basis. Mediator selection will be from FMCS or SERB mediation services.

The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. The fees and expenses to be charged by the mediators shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties. Rules for mediation are located in Appendix G of this Agreement.

If the grievance is not satisfactorily settled at Step 3, or at mediation, the Union may, within thirty (30) calendar days after the date of receipt of the Step 3 answer or mediation session, submit the grievance to arbitration. In that event the College and the Union shall meet in an attempt to select a mutually satisfactory arbitrator. If they are unable to do so within ten (10) working days of this meeting, the Union shall notify the American Arbitration Association of its intent to so arbitrate a grievance. The American Arbitration Association shall submit a panel of arbitrators to each party, and the arbitrator shall then be chosen in accordance with the Association's then applicable rules. The fees and expenses of the arbitration shall be borne equally by the parties.

In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction over the said grievance. However, in reaching his decision the arbitrator shall have no authority to add or subtract from or modify in any way any of the provision of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him, and his decision shall be final and binding on the Union, the employee and the College.

Section 9.2. Group Grievance. In the event that employees have a group grievance, it shall be sufficient if the steward or local union president submits the grievance on behalf of all named and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group. A group grievance which affects a substantial number of employees may be initially presented by the Union at Step 2 or Step 3 of the grievance procedure.

The Union shall identify the job classification, location, and shift of those employees involved in the grievance on the designated grievance form. If this information is not included on the form, the College may return the grievance to the Union for completion and the College shall not consider this grievance as untimely filed.

Section 9.3. Working days where used herein this procedure, excludes Saturdays, Sundays, or holidays, or when closed for a Level 2 closing.

Section 9.4. The Union shall have the right to withdraw a grievance anytime subsequent to processing through Step 2. Furthermore, the Union shall be allowed to introduce new information relative to grievances anytime during the grievance procedure, whenever that information is discovered. However, this language shall not be interpreted to allow the Union to modify or amend any grievance after Step 3.

Section 9.5. The time limits provided in the Grievance Procedure may by mutual written agreement, be extended and/or waived. In the event the College fails to answer a grievance at Step 2 or Step 3 within the established time limit, the Union may give notice in writing to the Vice President for Human Resources or designee that the grievance will be considered granted unless the College answers the grievance within five (5) working days following the date of receipt of the notice given by the Union to the Vice President of Human Resources or designee.

Section 9.6. A meeting between the Vice President for Human Resources or designee and the local Grievance Committee shall be held on the fourth Thursday of each month or other mutually agreed upon date for the purpose of considering grievances then pending at Step 3 and for the purpose of considering mutual problems, if any. Mutual problems to be considered at such a meeting shall be only those submitted as agenda items at least three (3) working days prior to the scheduled meeting; and if there are no agenda items for consideration and no grievances pending at Step 3, the meeting as scheduled shall be canceled.

Section 9.7. Neither the grievant, nor the Union, nor necessary witnesses shall suffer any loss of pay by reason of attendance at a Step 4 hearing during their regular working hours. The College reserves the right to challenge the necessity of witnesses.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

Section 10.1. All newly hired full-time employees, except public safety employees, shall be considered to be on probation for a period of ninety (90) calendar days. All newly hired part-time employees, except public safety employees, shall be considered to be on probation for a period of 180 calendar days. All newly hired public safety employees shall serve a one (1) year (365 days) probationary period.

Section 10.2. Notwithstanding the language of Article 21.6 of this Agreement, facilities/administrative services employees and security messengers and security officers filling any police officer vacancy shall serve a 365-day probationary period.

Section 10.3. Non-probationary regular part-time police officers who are hired to fill a full-time police officer's position need not serve another probationary period, except in accordance with Article 21, Section 21.5.

Section 10.4. If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the provisions of Section 10.1.

Section 10.5. Probationary employees are eligible to join the union at any time. The retention of a probationary person shall be at the discretion of the College, except that there shall be no discrimination for reasons prohibited in Sections 3.1 and 3.2, and there shall be no responsibility for the re-employment of a probationary person who is laid off or discharged. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

## **ARTICLE 11**

### **SENIORITY**

Section 11.1. Seniority for a regular full-time employee shall be that employee's uninterrupted length of continuous service with the College. Seniority for part-time employees shall be that employee's uninterrupted length of continuous service with the College in which that employee is regularly scheduled to work twenty (20) hours or more per week or actually works a minimum of 500 hours or more during any six (6) month period of employment. An employee shall have no seniority for the probationary period provided in Section 10.1, but upon completion of the probationary period, seniority shall be retroactive to the date of hire:

Section 11.2. Seniority shall be broken when one (1) or more of the following occur:

- (a) Quits, retires or resigns;
- (b) Is discharged and no grievance is filed or a grievance is filed and the discharge affirmed;

- (c) Is laid off for a period of twenty-four (24) months;
- (d) Is absent without notice for three (3) consecutive work days unless satisfactory reason is given acceptable to the College or unless the failure to give notice was beyond the reasonable control of the employee.
- (e) Fails to report for work when recalled from lay-off within fourteen (14) work days from the date on which the College sends the regular full-time employee notice by registered mail (to such employee's last known address as shown on the College's records).
- (f) Changes status from part-time to full-time.
- (g) Is unable to return to work upon the expiration of any applicable leave.

**Section 11.3.** Within thirty (30) calendar days after the effective date of this Agreement and every six (6) months thereafter, the College shall furnish the Union with two copies of a current seniority list showing the names of all non-probationary regular full-time bargaining unit employees and non-probationary part-time bargaining unit employees. The seniority lists shall contain, in order of seniority, the name, job classification, campus, rate of pay, and the date of hire of each employee, and shall include the address as it appears on the records of the College.

## **ARTICLE 12**

### **HOURS OF WORK AND OVERTIME**

**Section 12.1.** Five (5) days of eight (8) hours each shall be the standard work week for regular full-time employees, starting 12:01 a.m. Monday and ending at midnight the following Sunday. Wherever practicable, the work week shall be five (5) consecutive work days. This paragraph is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours per day or per week. Overtime shall not be paid more than once for the same hours worked.

**Section 12.2.** In the event it is necessary to change the regular hours of work, regular starting and regular quitting time of any shift and schedule of hours as presently constituted, the College shall first give the Union thirty (30) days advance notice of its intentions and shall meet with the Union prior to the implementation of any changes for the purpose of allowing the Union the opportunity for input into the final decision and discussion regarding which employee(s) will be required to change shifts. However, the College retains the sole and unrestricted right to implement changes in the regular hours of work, the regular starting and regular quitting time of any shift and schedule of hours.

**Section 12.3.** When an employee is authorized to work in excess of eight (8) hours, he shall be paid time and one-half (1-1/2) his regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of his next shift. When an employee is authorized to work in excess of forty (40) hours in a 168-hour period commencing from the start of his regular shift in the week, he will be paid time and one-half (1-1/2) his regular rate of pay for all hours worked in excess of forty (40) hours in the 168-hour period. Sick leave payments are not included in determining the number of hours actually worked in a given work week.

All paid personal leave (16.2.); holiday and vacation hours shall be counted as hours worked for the purpose of computing overtime.

If an employee works more than eight (8) hours of any shift and schedule of hours in one day, his work week shall not be reduced for the purpose of avoiding payment of overtime.

- (a) Departmental work schedules shall be posted on a calendar month basis no later than seven (7) days preceding the start of the schedule. Deviations from the posted schedule may be made in order to meet the operational needs of the department, but the College shall not change the posted schedule to avoid payment of overtime. The College shall give the involved employee and his steward notice of any such changes as far in advance as circumstances reasonably allow. A steward will be allowed to be present when the College notifies an employee of a schedule change or of overtime availability. It is the intent of the College to attempt to work out scheduling of all employees on a fair and equitable basis as is practicable, and the College and the Union shall meet to attempt to resolve any inequitable scheduling of work. A copy of the schedule will be sent to the Union President upon posting. Changes in the schedule will be made available to the local Union as soon as practicable. The College will provide to the Union President a list of annual accumulated hours (both regular and overtime hours) of each employee in accordance with the following schedule: October 15<sup>th</sup>, January 15<sup>th</sup>, and April 15<sup>th</sup> of each year.
- (b) The College shall be the sole judge of the necessity of overtime. The College agrees that overtime opportunities will be distributed as equally as practicable among regular full-time employees in the same job classification, campus and shift, and agrees to first offer the overtime opportunity to regular full-time employees in the same job classification, campus, and shift before offering the overtime opportunity to part-time employees in the same job classification, campus and shift. Overtime opportunities may be offered at the other campuses prior to being mandated and such overtime shall not be considered as a temporary transfer. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the College shall assign the overtime work to regular full-time employees within the classification, campus and shift involved in the reverse order of seniority and such employees must work such overtime when assigned.
- (c) The College will notify employees at least twenty-four (24) hours in advance when they will be required to work overtime for a College-sponsored special event.
- (d) In order to assist all parties to monitor the distribution of overtime opportunities, the overtime distribution lists shall be maintained on a current basis and shall be posted every two (2) weeks at the close of each bi-weekly pay period. Employees who refuse overtime shall be credited as if they had worked the overtime. Overtime is to be reviewed every January, March, July and October. An employee who has not received equalized overtime opportunity will be given preference in future overtime

equalized overtime opportunity will be given preference in future overtime opportunities within the classification, campus, and shift until the discrepancy is removed. Employees cannot claim discrepancy if they have not received overtime opportunities as a result of their being on an approved leave of absence.

Section 12.4. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they shall not be scheduled immediately before or after the meal period or at the start or the end of a shift.

Section 12.5. All regular full-time employees, except those in the Campus Police and Security Services Department, shall be allowed not less than thirty (30) unpaid, uninterrupted minutes for a scheduled lunch period. Employees in the Campus Police and Security Services Department shall not have a scheduled lunch period, but shall eat their lunch as their work schedule permits. Part-time employees working six (6) hours or more per day shall be allowed a scheduled lunch period in accordance with the practice in effect for their assigned job classification.

## **ARTICLE 13**

### **HOLIDAYS**

Section 13.1. The College observes the following days as paid holidays:

- (a) New Year's Day, January 1
- (b) Martin Luther King Day, 3rd Monday in January
- (c) Memorial Day, the last Monday in May
- (d) Independence Day, July 4
- (e) Labor Day, the first Monday in September
- (f) Veterans Day, November 11
- (g) Thanksgiving Day, the fourth Thursday in November
- (h) The Friday following Thanksgiving in lieu of observing the legal public holiday of Columbus Day
- (i) Christmas Eve, December 24
- (j) Christmas Day, December 25
- (k) New Year's Eve, December 31, in lieu of the legal public holiday of President's Day

Section 13.2. If a regular full-time employee is required to work on a holiday because of College needs, he will be paid at his regular rate of pay for all hours actually worked, in addition to his holiday pay. In lieu of pay, the regular full-time employee may choose to take an equal amount of time off at a time mutually agreed upon between the regular full-time employee and his supervisor but no later than May 31st of the current fiscal year.

Section 13.3. If a regular, full-time employee is regularly scheduled to work Saturday or Sunday, and Saturday or Sunday falls on an actual holiday listed in Section 13.1, the employee shall be paid double time of his regular rate of pay for all hours actually worked on that Saturday or Sunday holiday.

Section 13.4. If any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If any of the aforesaid holidays should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 13.5. The union shall follow the College holiday schedule as posted on the College website.

Section 13.6. A regular full-time employee will be paid his regular rate of pay for holidays providing he works the last scheduled work day prior to the holiday and the next scheduled work day following the holiday, or providing that his absence on either of these two days is authorized. An employee absent on either of these two days due to sickness or injury will be paid for the holiday providing he submits a certificate from a licensed physician or a satisfactory written signed statement.

Section 13.7. A regular full-time employee who is on approved leave of absence in the week in which the holiday occurs and whose leave of absence commenced in that week or the immediately preceding week, will receive pay for the holiday. A regular full-time employee who returns from an approved leave of absence on the next scheduled work day following the holiday will receive pay for the holiday.

Section 13.8. If any of the holidays identified in Section 1 of this article occur during an employee's vacation, the holiday(s) will be recorded as holiday(s) and not be charged to vacation leave.

## ARTICLE 14

### VACATION

Section 14.1. A regular full-time employee's vacation depends upon his length of service prior to the eligibility date, July 1, of each year. This can be determined from the following table:

IF THE LENGTH OF FULL SERVICE AS OF MAY 31 IS:	A 12-MONTH REGULAR FULL-TIME EMPLOYEE IS ENTITLED TO A VACATION OF:
1 month to 5 years	2 work weeks
6 years	2 work weeks and 2 days
7 years	2 work weeks and 3 days
8 years	3 work weeks
15 years or more	4 work weeks

Section 14.2. The College vacation year begins on July 1 of each year and ends on June 30 of each succeeding year.

Section 14.3. A regular full-time employee will request vacation time in advance, during the vacation year beginning July 1, on a vacation schedule to be posted by the College. The College agrees to respond to vacation requests no later than thirty (30) calendar days after the request is submitted.

Section 14.4. A regular full-time employee may carry-over accrued but unused vacation time to the following fiscal year, but in no case shall the amount of vacation carried over exceed the amount accrued during the two (2) previous fiscal years. A regular full-time employee who terminates his employment will be paid for any accrued but unused time accumulated as of the date of termination. If the regular full-time employee dies and is survived by a spouse, accrued but unused time shall be paid to the spouse, or, if no spouse survives, to his estate.

Section 14.5. An employee who is on vacation and becomes hospitalized shall have the right to convert vacation for the period of the medical condition to sick leave, provided that sick leave is available.

## **ARTICLE 15**

### **LEAVE OF ABSENCE**

**Section 15.1.** All leaves of absence and any extension thereof must be applied for one week in advance, except in those cases when circumstances do not allow for advance notice, in which case as soon as possible, and granted in writing on forms to be provided by the College with a copy each to the regular full-time employee and the Union. Notification of the approval or denial of the requested leave shall be given to the regular full-time employees in writing within two (2) working days after submission of the request. A regular full-time employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the College. A regular full-time employee who is on sick leave status, as defined in Section 16.1 or unpaid sick leave as defined in 17.1, who returns to work will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists. A regular full-time employee who returns to work from a special leave of absence will be assigned to the position which he formerly occupied if a vacancy exists, or if his former position is not vacant or no longer exists, he shall be permitted to exercise his seniority rights under Section 25.1 of this Agreement.

**Section 15.2.** If a full-time employee, as a result of a temporary physical condition, is unable to perform his regular duties, he may request that he be temporarily reassigned to perform other available duties within his classification, at the campus to which he is currently assigned. (Such reassignments shall in no case exceed six (6) months). A full-time employee requesting such a reassignment must submit a physician's certificate verifying his temporary physical condition and specifying his limitations. Requests for temporary reassignments shall be reviewed on a case-by-case basis. However, the College's decision as to whether or not an employee is given a reassignment shall not be subject to challenge through the grievance procedure or any other dispute resolution procedure.

## **ARTICLE 16**

### **PAID LEAVES OF ABSENCE**

**Section 16.1. Sick Leave.** A regular full-time employee will earn sick leave at the rate of 1-1/4 days per month employed, commencing with the date of employment. Sick leave is cumulative for a maximum of one hundred eighty (180) days. Sick leave may be used by regular full-time employees who find it necessary to be absent for reasons of personal illness, personal injury, personal disability, including those caused or contributed by pregnancy, miscarriage, abortion and childbirth, as well as for medical, dental, or optical examination or treatment, for the illness of an immediate family member and for the absence for reason of exposure to a contracted disease which could be communicated to others. For purposes of this paragraph, immediate family member is

defined as child, spouse, parent, qualified domestic partner or any individual the employee has legal guardianship. Sick leave may be used for the regular full-time employee's absences due to sickness or injury upon submission of a physician's certificate or a satisfactory written signed statement. Request for the use of sick leave for pregnancy must be accompanied by a physician's statement certifying the anticipated delivery date. There will be no compensation for absence due to personal disability in excess of accrued sick leave except as may be available due to participation in the sick leave donation program. Each regular full time employee will be provided with an opportunity to access the sick leave, vacation leave and personal leave balances, on the College website.

A regular full-time employee who has ten (10) years or more of service with the College may elect at the time of retirement from active service under the Public Employees Retirement System Law to be paid in cash for one-fourth (1/4) of the value of his accrued but unused sick leave credit up to a maximum of forty-five (45) days. Such payments shall be considered to eliminate all sick leave credit accrued at that time. Such payments shall be made only once to any regular full-time employee.

### Section 16.2. Personal Leave

- (a) Each July 1, employees will be credited with four (4) personal leave days for use throughout the fiscal year as defined in Section 16.2. (f). In addition to the four (4) personal leave days, each July 1, full-time employees will be credited with three (3) personal leave days which will be assigned for Winter Closing as defined in Section 16.2 (d).
- (b) Should Winter Closing be discontinued, the number of personal leave days reverts back to minimum of six (6) days to be used as defined in Section 16.2. (c) "*Application For Usage of Personal Leave Days*". The Union reserves the right to bargain over the additional days.
- (c) Application For and Usage of Personal Leave Days

All members of the bargaining unit may apply for and be granted personal leave with full pay up to a maximum of four (4) days. The maximum number of days granted for one occasion will be three (3) days, except for funeral leave. In cases of sickness or illness of the immediate family, additional days may be granted beyond the three (3) day period, up to the four (4) day maximum, based upon the documented merits of each individual case. In cases of funeral leave, up to four (4) days may be used.

- (d) In each fiscal year of the Agreement, the College will assign full-time employees three (3) additional personal leave days to be used during Winter Closing. Winter Closing is defined as the three (3) days that span between the Christmas and New Year Holidays. Should a full-time employee be required to work on one or more of these days, the employee will be credited with an equal number of personal leave days to be taken at an agreed upon later date prior to the following June 30th. This paid time off shall not be accumulated and carried over into subsequent fiscal years.

- (f) Personal leave is granted only for such matters as significant religious holidays, deaths of immediately family members, illness of immediate family members, or important personal emergencies. Regular full-time employees may apply for and be granted a maximum of one-half day (four (4) hours) for absence on Good Friday. Regular full-time employees may request and supervisors may authorize two hours off with pay for regular full-time employees who plan to attend religious services on Good Friday without the necessity of submitting Personal Leave request forms. For the purpose of this policy, immediate family means: spouse, parent, child, stepchild, parent-in-law, child-in-law, sibling, sibling-in-law, grandparent, grandchild or any person living in the employee's home. In the event of the death of any other relative than those listed above, a regular full-time employee may apply and be granted one (1) day to attend the funeral.
  
- (g) A regular full-time employee will not need to state the particular reason for seeking personal leave but will be required to certify that he or she is taking personal leave for one of the designated, approved reasons. Personal leave may not be accumulated and carried over into subsequent years.

Section 16.3. Jury Duty. An employee called for jury duty shall be paid his straight-time pay for eight (8) hours (or in the case of a covered part-time employee, the straight-time pay shall be prorated by the employee's average daily hours worked). Employees working on the second or third shift will not be required to report to work after having served as a juror during regular business hours except as set forth below. Employees released before noon shall be required to report to work after serving as a juror.

Section 16.4. Witness Pay. An employee subpoenaed as a witness to testify on College-related business shall be compensated by an amount equal to his straight-time pay for four (4) hours, or the actual time subpoenaed, whichever is greater. Employees released before noon shall be required to report to work after serving as a witness.

Section 16.5. Military Reserve Training. Employees who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their duties at the College without loss of pay for such time as they are in the military service, on field training, or active duties for periods not to exceed 31 days in any one calendar year.

## ARTICLE 17

### UNPAID LEAVES OF ABSENCE

Section 17.1. Sick Leave. Leave requested because of personal illness or injury for six (6) months, shall be granted upon request supported by medical evidence. If the illness or disability continues beyond six (6) months, additional sick leave may be granted by the College upon request from the employee supported by medical evidence.

Section 17.2. Family Leave. The College shall conform with the Family and Medical Leave Act (FMLA) of 1993, as amended, and the regulations promulgated by the Department of Labor as found in Appendix I.

Section 17.3. Military Leave. The College will continue to comply with the appropriate state or federal statutes and regulations relating to the employment rights of employees on military leave.

Section 17.4. Union Leave. An employee being elected or appointed to an office in the Union shall be granted a leave of absence without pay to the end of his assignment, but not to exceed one (1) year. An employee being elected as a delegate to any Union activity necessitating a leave of absence shall be granted a leave of absence without pay, but not to exceed four (4) weeks in any calendar year.

#### Section 17.5. Special Leave

- (a) An employee may apply for and be granted special leave without pay for reasons not covered by other College leave policies. The College desires to be fair when such leaves of absence are requested and the granting of a leave will depend on the individual case and existing conditions at the time of request. A Special Leave may be granted under the following conditions:
1. for a maximum of six (6) months; and,
  2. granted after all accumulated vacation and personal time off has been exhausted; and,
  3. granted once every fiscal year; and,
  4. taken in weekly increments.

#### Section 17.6. Health Insurance Continuation

- (a) The College will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement during an unpaid leave of absence such that said group coverages are continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for securing insurance benefits and such will be provided by the College consistent with its obligations under COBRA.

- (b) In the event of an approved leave because of personal illness or injury, the College will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement for a period of six (6) months beginning with the month after the month in which the employee last actually worked or was on paid leave status (not including disability insurance pay). Beginning with the first day of the seventh (7th) calendar month immediately following the month in which the employee last actually worked or was on approved medical leave, whichever is the later, the employee shall be responsible for securing insurance benefits and such will be provided by the College consistent with its obligations under COBRA.
- (c) In the event of an approved family leave, as set forth in Section 17.2. above, the College will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement during any approved family leave.

Section 17.7. Miscellaneous

- (a) A regular full time-employee and a regular part-time employee shall accumulate seniority during any leave of absence but shall not be entitled to any fringe benefits such as insurance except upon payment of the cost of such coverage by the employee and shall not accumulate vacation during the leave of absence.
- (b) A regular full time employee who is hurt on the job shall have the option of using his paid sick leave, workers' compensation benefits, or his vacation, whichever one he prefers.
- (c) A regular part-time employee who is hurt on the job is eligible for coverage under workers' compensation, provided there is a claim allowed by the Bureau of Workers' Compensation.

## ARTICLE 18

### TEMPORARY TRANSFERS

Section 18.1. The College retains the unilateral authority to transfer employees between Campuses or work sites for not more than sixty (60) calendar days and is not an overtime opportunity. Temporary transfers are limited to one (1) per fiscal year per employee. The time limitation shall not apply if the transfer is made:

- (a) To fill a vacancy caused by an employee being on sick or other approved leave of absence; or
- (b) To provide vacation relief scheduling; or
- (c) To train a group (more than one) of employees; or for a Field Training Officer to work one-on-one; or
- (d) To fulfill the College's need for College-wide Major Events; or
- (e) To fulfill the College's need for personnel during Emergency Situations (Emergency Situations are defined as: situations involving imminent danger to life and or property or severe weather.); or
- (f) To fulfill the College's need for any unforeseen requirement for additional Police Protection.
- (g) To fulfill standard work hours for employees in the event of scheduled or unscheduled temporary closure of College facilities.

The College will provide the Union with a list of college wide special events (known) to be discussed at a joint Labor Management Committee meeting.

Prior to taking unilateral action, the College will ask for qualified volunteers. If more than one (1) qualified person volunteers, the most senior qualified person has first choice of the transfer. If no qualified volunteers exist, or if an insufficient number of qualified volunteers exist, the College shall select the least senior qualified person for the temporary transfer.

Section 18.2. If the College temporarily transfers an employee to another job classification, he shall:

- (a) Receive his regular rate of pay if the rate of pay for such other classification is lower than his regular pay;
- (b) Receive the higher rate of pay for the classification if such rate is higher than his regular rate provided the employee works eight (8) hours or more in the higher-rated classification. Payment at the higher rate shall be due commencing after eight (8) hours of such work, but payment shall be retroactive to the first day of such work. The College will not shift employees as provided herein to avoid payment of the higher rate.

Section 18.3. Any employee temporarily transferred shall be given a written notice of the transfer, its approximate duration, and the reason for the transfer. The written notice shall be provided before the transfer is made and a copy of the notice shall be provided to the Union.

Section 18.4. Employees shall not be transferred out of the bargaining unit without their consent. If an employee consents to such a transfer, the employee shall be advised that he is not covered by the provisions of this Agreement for the duration of the transfer.

Section 18.5. The College shall not use temporary transfers to avoid permanent filling of a bargaining unit position.

## **ARTICLE 19**

### **SHIFT PREFERENCE**

Section 19.1. When an opening occurs, prior to lateral transfers or filling the opening by posting the position, a regular, full-time employee at the campus where an opening exists may exercise his job classification seniority to transfer from one shift to another shift within his classification on the same campus. At the time approval to fill a vacant position is received from the Office of Human Resources, supervisors shall fill the open position by soliciting, in descending order of seniority, all full-time employees from the same classification at the campus at which the opening exists. Supervisors shall follow the above procedure for filling all subsequent openings resulting from compliance with this provision. In such cases, a regular full-time employee's preference shall supersede the provisions of Article 21 of this Agreement.

Section 19.2. When an opening occurs, prior to lateral transfers or filling the opening by posting the position, a regular part-time employee at the campus where an opening exists may exercise his job classification seniority to transfer from one shift to another shift within his classification on the same campus. At the time approval to fill a vacant position is received from the Office of Human Resources, supervisors shall fill the open position by soliciting, in descending order of seniority, all part-time employees from the same classification at the campus at which the opening exists. Supervisors shall follow the above procedure for filling all subsequent openings resulting from compliance with this provision.

## **ARTICLE 20**

### **LATERAL TRANSFERS - PERMANENT**

Section 20.1. After regular full-time employees at the campus where an opening exists have been offered and have refused to transfer shifts, and before the opening is posted for bid in accordance with Article 21, a regular full-time employee who has completed one (1) year of service may exercise his job classification seniority for the purpose of transferring within the same work location or to another work location at another campus within the same classification when an opening occurs if the applicant possesses the same skills as those required by the opening.

Once the College determines that an opening has occurred, the supervisor in the appropriate department shall individually contact each employee who is eligible for transfer to advise them of the opening. Employees will sign off on a form created by the College when contacted and again if they elect to bid. Employees shall be given one work week after being contacted by the supervisor in which to bid on the opening. Failure to bid within the week constitutes refusal of the lateral transfer. The job will be awarded to the most senior employee who bids.

Section 20.2. A regular part-time employee who has completed one (1) year of service may exercise his job classification seniority for the purpose of transferring within the same work location or to another work location at another campus within the same classification when an opening occurs if the applicant possesses the same skills as those required by the opening.

Once the College determines that an opening has occurred, the supervisor in the appropriate department shall individually contact each employee who is eligible for transfer to advise them of the opening. Employees will sign off on a form created by the College. Employees shall be given one work week after being contacted by the supervisor in which to bid on the opening. Failure to bid within the week constitutes refusal of the lateral transfer. The job will be awarded to the most senior employee who bids. The President shall be provided a completed copy of the lateral transfer sign-off sheet.

## **ARTICLE 21**

### **PERMANENT PROMOTIONS AND VACANCIES - JOB BIDDING**

Section 21.1. When in the judgment of the College, a full-time or part-time bargaining unit job vacancy occurs or a new job is created, the College shall post said vacancy on the online job application system for a period of two (2) consecutive weeks. The notice shall contain the job classification, title, salary, grade, department, campus, shift, and job description. Employees who wish to be considered for the posted job must utilize the online application system. Regular part-time employees and outside candidates shall be permitted to apply for full-time positions, but will be considered for such positions only after all full-time employees have been considered. All full-time job postings will provide the following notification: Full-time bargaining unit members will be considered first for vacant positions.

Section 21.2. Selection For Non-police Officer Vacancies. All applications timely filed will be reviewed by the Staffing Advisory Committee, which shall include a bargaining unit member in the vacant position's job classification component who is currently assigned to the location of the vacancy. Said bargaining unit member shall be selected by the Union President. In determining whether an applicant is qualified, the College shall give consideration to physical ability, aptitude, skill, experience, qualifications as stated in the position vacancy notice and such other matters as it usually considers in filling a vacancy whether with present employees or newly hired employees. The position vacancy notice will be consistent with the actual job duties and responsibilities of the job.

Section 21.3. In awarding the position, the College will first give preference to employees with the most job classification seniority in the same job classification. Otherwise, the senior applicant shall receive the promotion if qualified unless those junior to him who have applied for the position have qualifications substantially greater than the senior applicant. If no application is received or none of the applicants are qualified for the job vacancy, the College may fill the job by hiring a qualified new hire or otherwise. Applicants to the position will be notified in writing regarding the selection within fourteen (14) calendar days.

Section 21.4. To communicate the disposition of all open non-faculty positions to the Union, the College will follow the following procedure. The College will:

- (a) furnish the Union president and vice president a notice of all open non-faculty positions;
- (b) inform the Union president and vice-president of the names of all applicants for a posted vacancy;
- (c) inform the Union president and vice-president of the successful bidder, if any;
- (d) inform the Union president and vice-president of all jobs that have been filled by new hires.
- (e) The College shall not use temporary transfers to avoid permanent filling of a bargaining unit position.

Section 21.5. Police Officer Selection. All internal and external applications for police officer positions timely filed will be reviewed by the Staffing Advisory Committee, which shall include a police officer who is currently assigned to the location of the vacancy. Said police officer shall be selected by the Union President. In determining whether an applicant is qualified, the College shall give consideration to the following: interview results, written examination, if a written examination is conducted, assessment of job skills, psychiatric examination, background investigation, polygraph/voice stress analysis and physical examination. The pool of candidates shall be ranked based on the above criteria. Part-time Police Officer applicant(s) will be considered before an external candidate.

Section 21.6. A regular full-time employee or regular part-time employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to demonstrate an ability to perform the job, but not more than twenty-two (22) work days. He will be considered to have demonstrated an ability to perform the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified regular full-time employees or regular part-time employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If he fails to demonstrate an ability to perform the job, he shall be returned to his former job. Similarly, all other employees who advanced as a result of the initial opening shall be returned to their former jobs. Any claim of personal prejudice or Union discrimination may be taken up as a grievance.

Section 21.7. It is recognized that the filling through posting of a job vacancy may create problems in filling the job vacated by the promoted employee and that more than one job may have to be posted as a result of successful bidding on the original posting.

It is agreed that in following the posting process, the College shall have reasonable time to fill all jobs made vacant through the process and that if the College finds it impossible to immediately fill the vacated job, promotion to the originally posted job shall not occur until all jobs have been filled except that if the jobs are not filled within sixty (60) calendar days after a vacancy has occurred, the promotion shall go forward.

Section 21.8. An employee changing jobs through the job posting procedure or any newly hired bargaining unit employee shall be ineligible to apply for a lateral transfer, change in work shift, or a promotion until six months subsequent to the date of hire, if a newly hired employee, or six months subsequent to the date of entry to the job obtained through posting, if a regular full-time employee.

Section 21.9. A promoted employee shall be entitled to a minimum increase in pay equal to a step on the schedule from which he was promoted.

Section 21.10. When a regular full time vacancy occurs, or a new full time job is created, part time employees who make application will be considered prior to non-employees.

## **ARTICLE 22**

### **BACKGROUND CHECKS**

Section 22.1. In addition to background checks that are required by federal and state law, the College may perform criminal background checks on employees who are promoted.

Section 22.2. Except for broader checks required by state or federal law, background checks will be confined to any felony conviction within seven (7) years from the time of the check.

Section 22.3. If a background check is performed on an employee, the employee will be notified of the background check and be provided a copy of the report. The background check shall be performed by an agency independent of the College. The results of background checks will be kept confidential. The results of the check will be given to the Office of Human Resources only.

Section 22.4. If the employee's background check reveals a felony conviction, the employee may be discharged.

## **ARTICLE 23**

### **LAYOFF**

Section 23.1. Whenever in the judgment of the College it is necessary to reduce the work force, those employees in the job classification(s) affected shall be laid off from such job classification(s) on the basis of seniority, provided the remaining employees possess the proper ability to perform the services required. Laid-off employees shall have access to and be governed by the bumping rules. In reducing the work force, the following conditions will apply:

- (a) temporary employees shall be laid off first;
- (b) seasonal employees laid off second;
- (c) part-time employees working less than twenty (20) hours per week third;
- (d) part-time employees working twenty (20) hours or more per week but less than forty (40) hours per week fourth;
- (e) probationary full-time employees laid off fifth.

All prior to the layoff of any full-time employees with seniority, unless the temporary, seasonal, part-time or probationary employee is the only qualified person to fill the job he is holding. Further, before any exceptions to the above order of layoff are made, the College will first meet with the Union to discuss the reason for the exception and the Union shall have the right to grieve the College's decision if the parties fail to reach an agreement.

Section 23.2. Where possible, the College will give written notification of the possibility of layoff to the employee(s) affected and the Union sixty (60) calendar days in advance of the contemplated effective date. The employee(s) affected and the Union will be given written notice of an actual layoff not less than fourteen (14) calendar days in advance of the effective date. The College shall meet and confer with the Union to discuss alternatives to layoffs prior to the fourteen (14) day notice if the Union so requests. At the time of the fourteen (14) day notice, the College shall meet with the Union for the purpose of providing the Union with a current seniority list.

Section 23.3. The College shall pay its portion of health care insurance until the end of the month in which the employee is laid off. Thereafter, while on layoff, the laid-off employee may elect to remain in the College's health insurance program at the employee's cost and subject to the insurance carrier's regulations in accordance with the provisions of COBRA.

Section 23.4. If two (2) or more employees have the same date of hire and seniority, then seniority will be determined by alphabetical order of last names with "A" being the most senior and "Z" being the least senior.

## **ARTICLE 24**

### **RECALL FROM LAYOFF**

Section 24.1. The College shall provide the Union President and Ohio Council 8 with a recall list and copies of all notices of recall. The Union will be notified of all recall responses. A laid off employee is responsible for keeping the College informed of his/her current address. Notices of recall will be sent by certified mail.

Section 24.2. The recall notice shall inform the employee of the recalled job classification, rate of pay, campus location and shift assignment. The recall notice shall also inform the employee of his/her right to remain on the recall list rather than be reinstated to a lower-graded job classification held prior to the layoff.

Section 24.3. Whenever, in the judgment of the college, it is necessary to increase the work force in a job classification following a layoff, employees will be recalled in order of seniority provided that the recalled employee has the proper ability to perform the available work.

College authorized new or vacant positions shall first be offered, in seniority order, to the most senior pre-layoff job title incumbent on the internal displacement list or recall list, provided the employee has the proper ability to perform the available work. Recall or reinstatement will continue in order of seniority.

Section 24.4. An employee who, as a result of the procedures set forth in this Article, is laid off will be deemed to be on the "recall list." An employee, who, as a result of the procedure set forth in this Article, is placed in a different job classification in the same or lower salary grade or in a position with fewer hours than that held by the employee prior to the job reduction shall be on an "internal displacement list." Employees on the recall list retain recall rights, while employees on the internal displacement list retain upward bumping rights as set forth in this Article.

Section 24.5. An available position will be awarded to the most senior employee who indicates his/her acceptance of recall or reinstatement. An employee on layoff has 72 hours from receipt by certified mail of notice of recall to return to work unless the College determines a longer period is acceptable or necessary. In addition, an employee recalled may request an extension of up to two (2) weeks to return to work provided that the employee notifies the College of his/her intent to return to work within 72 hours from receipt of the notice of recall. Such requests for extension shall not be unreasonably denied.

Section 24.6. Affected employees will have recall or reinstatement rights for a period of twenty four (24) months in the job classification held prior to the initial layoff, bump or involuntary reduction in hours.

Section 24.7. Employees may choose to remain on the recall or reinstatement list rather than accept recall to a position in a lower grade. An employee who is offered a position in his/her former job classification and who refuses the offer shall not be entitled to further recall or reinstatement rights under this Article.

Section 24.8. No new employees shall be hired in a job classification until all employees on the recall or internal displacement list who have the proper ability to work in that job classification and desire to return to work have been offered recall or reinstatement.

Section 24.9. Following recall from layoff, the employee shall retain all seniority accumulated prior to layoff.

Section 24.10. While employees remain on the recall list, an employee returning from a leave of absence shall be placed on the list in accordance with his/her seniority.

Section 24.11. An employee who is recalled or reinstated to his/her former salary grade shall be compensated at his/her former rate of pay, plus any additional increases provided during the layoff period. An employee recalled or reinstated to a lower salary grade position shall be paid at his/her former rate of pay, plus any additional increases provided during the layoff period, unless such rate is higher than the top of the lower grade range. In that event, the top rate of the lower grade will apply.

## **ARTICLE 25**

### **BUMPING RIGHTS**

Section 25.1. A regular full-time employee laid off from his present job due to lack of work or as a result of a bump may bump a regular full-time employee in another job classification who has less seniority subject to the following:

- (a) Any other equal or lower-rated job than his present job provided that he is reasonably qualified to try such a bump.
- (b) In determining whether a regular full-time employee seeking to bump another by bumping is able to fill the requirements of the job, he shall be given five (5) days trial on the job. This five (5) day trial is not a training period, but an opportunity for the bumping regular full-time employee to demonstrate his proficiency on the job. During such trial period, the supervisor will give him any information or special instruction that he would normally give to a regular job classification holder and advise him where to find needed equipment. If the regular full-time employee fails to qualify, he must relinquish this job classification to another eligible applicant or to the original job classification holder and he himself shall go on layoff, unless he elects to bump into a lower-rated classification than the one from which he originally bumped.
- (c) Any regular full-time employee successfully bumping another regular full-time employee must keep the job he has bumped into until he is recalled to his previous classification, transferred, or promoted to another job or is laid off in a further reduction in the working force.

- (d) Any regular full-time employee laid off from his job classification who declines to exercise his right to bump, or who is unable to do so, shall be laid off. The regular full-time employee may elect whether to bump or to be laid off within three (3) days after being advised that he will be laid off.
- (e) Any regular full-time employee who is required to change shifts on his job classification due to reduction in the work force must do so without access to the Bumping rules.

Section 25.2. No new regular full-time employee shall be hired into any job classification until all regular full-time employees on layoff status from that job classification desiring to return to work have been recalled to that job classification and no new regular part-time employee shall be hired into any job classification until all regular part-time employees on layoff status from that job classification desiring to return to work have been recalled to that job classification.

## **ARTICLE 26**

### **NEW JOB CLASSIFICATION**

Section 26.1. If changes occur in the method of operation or the equipment used in a job and if the changes are substantial or if a new job is established which has not been previously classified, the College shall meet with the Union for the purpose of negotiating a pay and rate classification or placing the job in an existing classification. In the event the College and the Union are unable to reach agreement on the issue, the College shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union can file a grievance to Step 3 of the Grievance Procedure; and if the matter goes to arbitration, the arbitrator shall have the authority to establish a new rate and classification or to place the job in an existing classification which shall be retroactive to the date the College placed the temporary rate into effect. Any rate and classification mutually agreed to by the College and the Union or decided by arbitration shall become a part of the Wage Agreement attached hereto.

## **ARTICLE 27**

### **JOB DESCRIPTION**

Section 27.1. Upon request, the College shall provide the Union with copies of descriptions for all job classifications in the bargaining unit. Whenever a significant change occurs in the description of any such job, the College agrees to provide the Union with a copy of the new job description.

## **ARTICLE 28**

### **BULLETIN BOARDS**

Section 28.1. The College agrees to provide the Union with locked bulletin boards at mutually selected locations for the posting of notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. Such notices shall first be approved by the College.

## **ARTICLE 29**

### **SHIFT PREMIUM**

Section 29.1. All employees who work a majority of their hours as a part of a regular shift assignment between the hours of 4:00 p.m. and 6:00 a.m., as computed on a daily basis using only the employee's regularly scheduled working hours, shall receive a shift premium of five percent (5%) for all hours worked on that shift. Additional straight time and overtime earnings will be based on this increased salary.

## **ARTICLE 30**

### **REPORT-IN PAY**

Section 30.1. A regular full-time employee who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours work (or four (4) hours pay in lieu thereof) at the applicable hourly rate.

## **ARTICLE 31**

### **CALL-IN PAY**

Section 31.1. A regular full-time employee who is called in to work at a time he is not regularly scheduled to report for work shall receive a minimum of four (4) hours work (or four (4) hours pay in lieu thereof) at the applicable rate.

## **ARTICLE 32**

### **LEVEL 2 CLOSINGS**

Section 32.1. Each College facility will have a crew of designated regular full-time Plant Operations employees who will report to work in the event of a Level 2 closing. The Plant Operations employees will be expected to report to work at their respective facility unless otherwise informed. These employees will receive their wages plus an amount of time off equal to the amount of time worked during the scheduled shift while the College is closed. Public safety officers are required to report to work during a Level 2 closing and will receive their wages plus an amount equal to the amount of time worked during the scheduled shift while the College is closed. Said time off shall be provided to employees at a mutually agreed upon later date.

Part-time Plant Operations employees who are scheduled to work during a Level 2 closing but who have not yet reported, will not have to report and will be paid for the hours of work they were scheduled. Employees who report for work and a Level 2 closing is later declared will be sent home with pay for the balance of their shift.

### **ARTICLE 33**

#### **EMPLOYEE BENEFITS**

**Section 33.1.** During the period covered by this Agreement, the College shall continue to provide the employee benefits presently provided as follows:

- (a) **Life and Accidental Death and Dismemberment Insurance.** The College will provide life insurance benefits for regular, full-time employees, equal to two and one-half (2 ½ ) times their annual base salary rounded to the next lower \$500.00 to a maximum of \$150,000.00, subject to the terms and conditions set forth in the insurance policy issued by the College's carrier. In addition, the College will provide accidental death and dismemberment (AD&D) benefits equal to two and one-half (2 ½ ) times their annual base salary, rounded to the next lower \$500.00, to a maximum of \$150,000.00, subject to the terms and conditions set forth in the insurance policy issued by the College's carrier. Employees will have the option to "buy down" group life insurance and AD&D benefits to one (1) times the annual base salary to a maximum of \$50,000.00 with the "buy down" providing credits to the employee electing this option. Subsequent request to "buy up" to the standard benefit are subject to the terms and conditions set forth in the insurance policy issued by the College carrier.
  
- (b) **Retiree Death Benefits.** Upon retirement from the College, Ohio Public Employee Retirement System (OPERS) and Alternative Retirement Plan (ARP) participants are provided with a death benefit including paid up, no cash value, death benefit of \$5,000 upon retirement. To be eligible for this benefit, the participant must be a regular, full-time employee with five (5) years' consecutive, full-time service immediately prior to retirement and who are eligible to retire. Eligibility to retire is defined as: An employee who is in retirement status under one of the State of Ohio retirement systems or an ARP participant who separates from the College at age 60 with at least five years of service, or at least age 55 with 25 years of service, or any age with 30 years or more of service. The death benefit shall be \$7,500 if, at the time of retirement, and before the employee cashes out his sick leave for retirement purposes, the employee has at least 35 sick leave days accumulated, except when sick leave usage was due to FMLA certified illness.
  
- (c) **Disability Benefits.** The College will provide to participants in the Ohio Public Employee Retirement System (OPERS) short and long term disability benefits to a disabled full-time employee in the amount of 70% of monthly earning to a maximum of \$3,000 per month subject to the terms and conditions set forth in the applicable disability plan document or

certificate of coverage. Benefits will begin after the expiration of an employee's paid sick, vacation leave or sixty (60) days from the last day worked due to the disability, whichever, is longer. Employees participating in the Alternative Retirement Plan (ARP) will have the option of choosing disability insurance but the College may not provide the benefit. Employees who are approved for long term disability benefits shall be in an inactive pay status and not be eligible for benefits except as provided for in section 17.6 of this agreement.

- (d) Election of Medical Plans. The College shall continue to provide a choice of competitive medical plans that allow full time employees and their eligible dependents flexibility in the type and level of benefits, consistent with past practice. Election of Medical Plans on an employee only, employee +1, employee +2 or more basis to include a Preferred Provider Organization(s) (PPO); a Health Maintenance Organization (HMO). Employees shall have the option to choose between Preferred Provider Organization(s) (PPO) or a Health Maintenance Organization (HMO). A waiver of medical provision option shall be available for an additional credit of \$186 (\$7.15 bi-weekly) Medical plans shall be offered as:
  - a. Employee Only
  - b. Employee + 1
  - c. Employee + 2, or more
- (e) Prescription Drug Plan. For PPO enrollees: a retail drug card for acute prescriptions and a mail order plan maintenance medication prescriptions. For HMO enrollees: a co-pay on plan defined by HMO to Appendix H.
- (f) Dental Health Plan. The College will continue to offer a voluntary Dental Plan.
- (g) Levels of Benefits. The College will maintain the level of benefits equivalent to those in effect in the Electives Program as of January 1, 2012, unless the parties mutually agree otherwise. The medical plans and prescription drug plans are set forth in Appendix H.
- (h) Cost Share. The College will pay 80% of the College's total health care cost. The College will contribute the same amount for identical coverage levels within the available health plans (employee only; + 1; employee +2, or more).
- (i) Dependent Children. The College will provide benefits for eligible children to the age specified by Federal or State law for the College's medical program. The College will provide dental benefits for children up the age of 26 years old.
- (j) Right to Insure. The College retains the right to insure or self-insure any of its group plans and the right to select and/or change administrators and providers of such plans.

- (k) Flexible Benefit Credits. Elimination of \$400 Flex Benefits Credit, effective January 1, 2013, with one-time payment of \$400 for each full-time bargaining unit member, payable within 45 days of ratification.(November 7, 2012)
- (l) Flexible Spending Accounts (FSA's) (as defined by IRC Section 125). Employees may elect a Medical Flexible Spending Account with a minimum of \$130 annually and maximum, not to exceed three thousand dollars (\$3,000) annually. Employees may elect a Dependent Care Flexible Spending Account with a minimum of \$130 annually and maximum of \$5,000 annually. For 2013 employees may elect a \$2,500 maximum contribution to the Medical Flexible Spending Account. Such amount may be indexed annually to a maximum of \$3,000. Flexible Spending Accounts including minimum and maximum amounts will be subject to the terms and conditions set forth in the plan document issued by the College's administrator.
- (m) AFSCME Care Plan. Effective January 1, 2003, For each employee covered by the Agreement, who has completed ninety (90) calendar days of employment prior to the first day of the month for which contributions are to be made, the College agrees to make a monthly contribution in the amount of \$27.50 to the AFSCME Care Plan for the purpose of providing Health & Welfare benefits.
- (n) Tuition Remission.
1. Members of the bargaining unit shall be permitted to take up to eight (8) hours of credit, audit, or non-credit courses each academic semester for which the instructional fee shall be waived. The general fee and any supplemental course or incidental fee must be paid by the employee.
  2. In order to attend non-credit/workshops/seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic semester up to a maximum dollar value equal to eight (8) credit hours of in-county tuition.
  3. Members of the bargaining unit are expected to attend course(s) during their non-working hours. However, the College recognizes the desirability of planned individual development, which may necessitate taking a course that meets during the employee's established working hours. When this necessity occurs, the employee may register for one course which meets during the employee's working hours each semester, if all of the following criteria are met:
    - a. the course is not scheduled during non-working hours; and
    - b. the course is a requirement of a degree program in which the employee is officially enrolled, or the course directly contributes, in the opinion of the immediate supervisor, to the employee's work skills; and

- c. the employee makes arrangements satisfactory to the immediate supervisor to make up the time lost to attend class either before or after regular work hours. Make up time may not include rest breaks or more than a half hour of the employee's lunch period; and
  - d. the employee has the approval of the immediate supervisor, the director or other appropriate officer and that of the appropriate vice president or designee.
4. Dependents of members of the bargaining unit shall be permitted to take credit, audit, or non-credit courses up to an amount considered to be the equivalent of a full-time student for which the instructional fee shall be waived. The general fee and any supplemental course or incidental fee, and an additional fee of five dollars (\$5.00) per semester shall be paid by the student.
5. For purposes of this section, dependent shall mean spouse or any dependent eligible for insurance under the College's flexible benefits program.
6. The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased employees who, at the time of their death, were members of the bargaining unit. The right to such benefit shall terminate upon the expiration of three (3) academic years following the academic year in which the employee died.
- (o) Training Bank Program.
- (1) Members of the bargaining unit who have completed five (5) years of consecutive full-time service shall be permitted to accrue credit to be applied against the required instructional fee for credit courses at the time of retirement or resignation.
  - (2) Such credit shall be accrued at the rate of 1.12 hours per month up to a maximum of sixty (60) semester credit hours.
  - (3) Accrued credit may only be applied for credit courses only. There shall be no credit towards non-credit courses/workshops/seminars that the employee may choose to attend.
  - (4) Accrued credit shall be maintained in the training bank for a maximum period of five (5) years from employee's date of retirement or resignation.
  - (5) The general fee and any supplemental course or incidental fees must be paid by the employee.

(6) The College shall establish an educational fund which will be made available annually to eligible and qualifying bargaining unit employees to use in defraying tuition costs toward job enhancement courses. A labor management committee shall establish the criteria, conditions, and limitations of the receipt of the scholarship dollars and recommend individual awards. The educational fund shall be \$10,000 annually.

(p) Parking. There are parking facilities at all College sites for employees to park their cars. Employees covered by this Agreement must obtain parking permits at the Business Office located at each site. The College at its discretion has the right to change the amount charged to employees for parking at College parking lots. The College agrees to provide a thirty (30) calendar day advance notice concerning any future parking rate increase.

(q) Uniforms. The College agrees to provide uniforms to bargaining unit members who are required to wear College uniforms. The College also agrees to provide inclement weather gear for those bargaining unit employees required to work in inclement weather. The College will reimburse four times each year the reasonable cost of washing maintenance inclement weather gear such as overalls, coats, vests and sweat shirts. All items to be washed should be submitted at one time each of the four times per year.

(r) Police Officer Uniforms. The College will establish a voucher system for police officers to purchase uniform items. Full-time officers shall utilize vouchers to purchase up to \$525.00 of uniform items each fiscal year, part-time officers shall utilize vouchers up to \$262.50 of uniform items each fiscal year. Uniform item purchases must be made by no later than April 30 of each fiscal year.

Upon initial hire, full and part-time police officers shall receive an initial allotment of uniform items outlined in Appendix F. If the College initiates a change in the uniform allotment items for full or part-time officers listed in Appendix F, the College shall furnish the new items at its expense.

Vouchers may be used at the following vendors: 1.) Shuttler; 2.) Standard Law; and 3.) Stonewall.

Newly hired Police Officers shall not be eligible for a uniform voucher until they have successfully completed their probationary period. Following the successful completion of their probationary period they will be eligible for a uniform voucher in the fiscal year following the completion of the probationary status.

The uniform allotment items will be replaced at no cost if they are destroyed in the line of duty. The College retains the sole discretion to determine whether a uniform item has been destroyed in the line of duty. Normal wear and tear of uniform allotment items are replaced and repaired from the officer's uniform allowance.

(s) Health and Wellness Program. The following pertain to full-time employees eligible for health care benefits and participating in the College's Health and Wellness program. Specifically:

- (1) Health and Wellness credits will be earned consistent with all full-time College employees.
- (2) Employees may have earned Health and Wellness credits added towards their flexible benefit credits ("credits") as detailed in the collective bargaining agreement.
- (3) Health and Wellness credits will be earned on a calendar year basis and either paid as taxable income or added on a pre-tax basis to the "credits" for the following year.
- (4) The College reserves the right to continue/discontinue/modify the Health and Wellness program. In the event the Health and Wellness program is determined to be no longer economically feasible or beneficial and is to be discontinued, the College will provide the Union ninety (90) calendar days advance written notice and will meet with the Union concerning the effects of discontinuance on the bargaining unit members. The meeting will be held within ten (10) calendar days after the written notice is provided.

(t) Retirement. All employees of the College come under the provision of the Ohio Public Employees Retirement System (OPERS) or the Alternative Retirement Plan (ARP). The College will continue to provide retirement benefits in accordance with the requirements established under the Ohio Revised Code. Employees who leave the College and wish to have their contributions returned to them may do so by contacting the Ohio Public Employees Retirement System (OPERS).

(u) Employee Assistance Program. The College shall continue to provide an employee assistance program at the expense of the College and shall make it available to all members of the bargaining unit. The College shall have the sole right to change carriers or coverage. NOTE: The College will publicize the program quarterly.

## **ARTICLE 34**

### **PART-TIME BENEFITS**

Section 34.1. Part-Time Holiday & Vacation Pay. Those covered part-time employees designated in Section 2.3. (a) and (b) are eligible for pro-rata paid holidays and vacation pay as follows:

- (a) four (4) hours' straight-time pay for each holiday occurring in a bi-weekly pay period in which the part-time employee works; and

- (b) eligible part-time employees, as defined above, shall receive vacation pay according to the following schedule:

<u>Seniority</u>	<u>Rate of Accrual</u>
Up to 6 years	3.125 hours of vacation pay for each 80 hours of compensation
6 years	3.75 hours of vacation pay for each 80 hours of compensation
7 years	4.06 hours of vacation pay for each 80 hours of compensation
8 years	4.685 hours of vacation pay for each 80 hours of compensation
15 years or more	6.25 hours of vacation pay for each 80 hours of compensation

Vacation pay shall be based upon an employee's regular rate of pay.

Section 34.2. Part-Time Tuition Benefit. Those covered part-time employees designated in Section 2.3.(a) and (b) with at least one (1) year of seniority and their dependents shall be permitted to take one (1) credited course each academic semester for which the instructional fee shall be waived. Part-time employees with at least five (5) years of seniority shall be permitted to take eight (8) hours of credit courses per semester (or the non-credit equivalent). In addition, their dependents may take up to a full time class load of hours each academic semester, not more than eight (8) hours of which can be for non-credit, for which the instructional fee shall be waived. The general fee and any supplemental course or incidental fee must be paid by the employee. Employees are expected to attend such course(s) during their non-working hours. Dependent is defined as someone who lives in the employee's household under the age of 23 and who would qualify as an exemption on the employee's federal tax return, except that the employee's spouse shall also be considered a dependent if filing a separate federal tax return.

Section 34.3. Part-Time Training Bank. Those covered part-time employees designated in Section 2.3. (a) and (b) shall be entitled to participate in a training bank pursuant to the following provisions:

- (a) Employees in the bargaining unit who have completed seven (7) years of consecutive part-time service shall be permitted to accrue credit to be applied against the required instructional fee for credit courses at the time of retirement or resignation.
- (b) Such credit shall be accrued at the rate of 1.12 hours per month up to a maximum of sixty (60) credit hours.
- (c) Accrued credit may only be applied for credit courses. There shall be no credit towards non-credit courses/workshops/seminars that the employee may choose to attend.

- (d) Accrued credits shall be maintained in the training bank for a maximum period of five (5) years from the employee's date of retirement or resignation.
- (e) The general fee and any supplemental course or incidental fees must be paid by the employee.

Section 34.4. The College and Union agree that a regular part-time employee laid off from his present job due to lack of work or as a result of a bump may bump a regular part-time employee within the same job classification who has less seniority subject to the requirements spelled out in Article 24.

Section 34.5. The College agrees to provide uniforms to all part-time employees in departments where full-time employees are provided uniforms.

Section 34.6. Part-time employees covered by this Agreement shall not work more than 1,040 hours in a fiscal year. Part-time employees will be notified at least thirty (30) days in advance that they are at or near the 1,040 limit. A copy of this notice shall be sent to the Local Union President. This notice is directory only and does not create a substantive right to any amount of extra hours over 1,040 in a fiscal year because of untimely notice.

Section 34.7. The College shall provide \$5,000 life insurance for all part-time employees who have successfully completed the probationary period.

## **ARTICLE 35**

### **WAGES**

Section 35.1(a). Effective July 1, 2011, the wage rates for each step on the salary schedule shall be increased by 1 % percent.

Section 35.1(b). Effective July 1, 2012, the wage rates for each step on the salary schedule shall be increased by 2 % percent.

Section 35.1(c). Effective July 1, 2013, the wage rates for each step on the salary schedule shall be increased by 1 % percent.

Section 35.1(d). The adjusted salary schedule for all job classifications in the bargaining unit are attached to this Agreement as Appendixes C, D, and E and is a part thereof.

Section 35.1 (e). Newly hired employees shall be placed at the starting rate of the salary grade to which the job classification is assigned. Employees shall be awarded step increases annually thereafter until they reach the 4 year step. Said step increase shall be effective at the beginning of the pay period immediately following their anniversary of their date of hire.

Section 35.2. Top of Scale Payment Full time employees who attain the top step during the term of this Agreement (July 1, 2011 through June 30, 2014) will receive a one-time lump sum payment of \$ \$1,300 in lieu of an additional step. Part-time employees who attain the top step during the term of the agreement will receive a one-time lump sum payment of \$450. Upon the expiration of this Agreement and during the term of subsequent successor Agreement(s), full time employees attaining the top step will receive a one-time lump sum payment of \$1,000 in lieu of an additional step and part-time employees will receive a one-time lump sum payment of \$350 in lieu of an additional step. Refer to Side Letter of Agreement.

Section 35.2.1. Any such payments shall be provided to the employee effective at the beginning of the pay period in which the employee's anniversary date occurs during the fiscal year following the employees' attainment of the top step.

Section 35.3. Effective July 1, 2002, a six hundred dollar (\$600) longevity bonus will be paid to all regular full-time employees who have been in the employ of the College for twelve (12) consecutive years of full-time service as of June 30 of any year.

Section 35.4. Employees shall be paid on a bi-weekly basis by direct deposit every other Friday. Direct-deposited funds shall be deposited for access by 12:01 a.m. on the Friday of the pay week. Each bi-weekly period covers a period of fourteen (14) days commencing on a Monday and concluding at midnight on a Sunday. There is a two (2) week delay due to processing. The College will ensure that employees have access to a printer at their work location to print a pay stub.

## **ARTICLE 36**

### **SAVINGS PROVISION**

Section 36.1. It is the intent of the College and the Union that this Agreement complies in every respect with applicable legal statutes. If any section or part thereof is declared invalid, or in conflict, that section or part thereof shall be null and void, and shall not affect the validity of the remaining parts of sections of this Agreement. In the event any section or part thereof is declared invalid or in conflict, the College and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision.

## **ARTICLE 37**

### **NO STRIKE -- NO LOCKOUT**

Section 37.1. the Union, its officers, representatives, and members shall not directly or indirectly instigate, cause, aid, encourage, condone, ratify, or sanction any strike, slowdown, work stoppage, or interruption or interference at any operations of the College for the duration of this Agreement.

Section 37.2. Under no circumstances shall the College, its officials, or its supervisors threaten or directly or indirectly cause, instigate, support, encourage, or condone a "lockout" of Union member employees.

Section 37.3. In the event that a labor organization(s) other than AFSCME establishes picket lines at College premises, employees represented by the Union shall make their best efforts to enter their work places and perform their duties as scheduled.

The College will make its best efforts to provide protection for employees crossing the picket lines, through its own police force, municipal police, and in an appropriate case, the College may seek judicial relief.

## **ARTICLE 38**

### **PERFORMANCE EVALUATIONS**

**Section 38.1.** Performance evaluations shall be completed on an annual basis and may include a mid-year review when deemed appropriate by the supervisor. The performance evaluation form shall be completed by the employee and supervisor. Both the supervisor and the employee shall sign the evaluation form.

If an employee has been reassigned to a new supervisor within one month of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation if possible. If an employee receives approximately equal supervision from the two persons, both supervisors shall cooperate in and sign the evaluation.

**Section 38.2.** The completed performance evaluation form will be discussed with the employee. Following a discussion with his supervisor concerning the performance evaluation, the employee will be granted the opportunity to prepare a statement, which he may have added to the evaluation form. The employee will sign the evaluation, which will indicate only that the evaluation was received by and reviewed with the employee. A copy of the completed annual performance evaluation form will be furnished to the employee at the time he signs the form.

**Section 38.3.** An unsatisfactory evaluation shall lead to a pre-disciplinary hearing prior to an employee being placed on performance probationary status (performance probation is defined as a period during which an employee is on formal notice of unsatisfactory performance. During this period the employee's work performance will be reviewed regularly against job expectations. If work performance does not improve within the probationary period the employee may face further disciplinary action). The hearing shall include the Director of Labor Relations and Employee Relations and/or designee and the Union President and/or designee. The College shall make a determination regarding placing the employee on performance probationary status within a reasonable period, but no later than thirty (30) calendar days after the hearing. An employee may be placed on performance probationary status for a period to last no longer than ninety (90) calendar days. During this period the College shall review the employee's performance and provide feedback. If acceptable improvement has not been exhibited within the probation period the College may consider further disciplinary action up to and including termination. An employee placed on performance probation retains rights to union representation and may file a grievance in protest of the performance probation decision.

**Section 38.4.** The College and the Union shall review the performance evaluation process at regular labor-management meetings upon either party's request.

## ARTICLE 39

### MISCELLANEOUS

Section 39.1. Departmental Policies. The College agrees to meet and confer with the Union regarding proposed changes to departmental policies which affect employees' terms and conditions of employment. The College also agrees to provide the Union with copies of such departmental policies.

Section 39.2. Temporary Agencies. The College agrees that it will not utilize temporary agency personnel or supervisors for the purpose of permanently replacing bargaining unit employees in the same job classification or when permanent employees are on layoff except in emergency situations. It is recognized that the nature of the service provided by the College requires considerable flexibility in scheduling of personnel which in many cases is better served by utilization of part-time personnel. It is recognized that in many cases it is desirable to use full-time personnel in preference to a multiplicity of part-time employees. If it is claimed by the Union that the College is abusing its rights to use part-time employees, the parties will meet to discuss the situation.

Section 39.3. Privatization/Sub-Contracting. Before the College subcontracts any work that eliminates current bargaining unit member jobs, it shall provide the Union with reasonable notice and allow it to attempt to negotiate provisions that would eliminate the need for subcontracting. The Union may arbitrate the College's rejection of the Union's final offer to avoid subcontracting but the only issue is whether the College's rejection of the Union's offer was an abuse of discretion.

Section 39.4. Labor-Management Committee. A joint Labor Management Committee shall be established to meet on a monthly basis or at other times by mutual agreement, to discuss matters of mutual concern. The union committee shall consist of no more than five (5) representatives, including AFSCME Ohio Council 8 representatives. All meetings shall be held during normal business hours, and all employees who attend these meetings shall do so without loss of pay or benefits.

Section 39.5. Safety Committee. A joint Labor-Management Safety Committee shall be established to meet for a maximum of two (2) hours, on a quarterly basis, or at other times as mutually agreed for the purpose of discussing health and safety concerns. The Union shall be entitled to five (5) representatives, including the AFSCME Ohio Council 8 representative. All meetings shall be held during normal business hours, and all employees who attend these meetings shall do so without loss of pay or benefits. Any reasonable claim of unsafe working conditions will be handled on an expedited basis by the College Safety Committee. An employee may also utilize the Grievance Procedure provided in this collective bargaining agreement.

Section 39.6. Asbestos Removal. The College shall provide the Union President and Ohio Council 8 with copies of the air quality tests conducted prior to and immediately after any asbestos abatement in any area, upon request, if such tests or reports are available to the College.

### Section 39.7. Pesticide Applicator Certification

39.7.1. Employees in the Yard Maintenance Mechanic Helper and Maintenance Mechanic classifications with certification as a licensed Pesticide Applicator shall receive twenty-five cents (\$0.25) added to their hourly wage provided a valid license is maintained.

39.7.2. This certification allowance shall not be included in the calculation of annual wage increases.

39.7.3. The College agrees to pay the annual licensure renewal fee and the once every three (3) year class fee for licensure re-certification.

## ARTICLE 40

### TECHNOLOGICAL CHANGES AND RESTRUCTURING

Section 40.1. The College reserves the right to introduce technological changes into the workplace. However, consistent with this right, it is the intent of the College, in the event that the College introduces significant technological changes which eliminate positions or classifications to give the Union written notification of the possibility of such changes sixty (60) days in advance of the proposed effective date. The employee or employees affected and the Union will be given written notice of the actual implementation of such significant technological changes fourteen (14) calendar days in advance of the change. The College will meet and discuss with the Union concerning the effect of such changes on the members of the bargaining unit.

Section 40.2. In the event the College introduces significant new automated equipment or technological changes which eliminate an employee's position while creating other new positions, the new positions will be filled in accordance with the permanent promotion procedure contained in this collective bargaining agreement. Employees whose positions are eliminated and who do not successfully bid on any newly created positions shall be entitled to resort to the remedies under the layoff procedures contained within this collective bargaining agreement.

Section 40.3. In the event the College introduces significant new automated equipment or technological change to an existing position or classification, the College shall provide appropriate training for the incumbent(s) in order that they can properly use the equipment required by the specific position.

## **ARTICLE 41**

### **TRAINING AND PROFESSIONAL DEVELOPMENT**

Section 41.1. The College agrees to provide opportunities which promote continuing education training and upgrading of employees. These opportunities will enable employees to increase knowledge and skill and advance career goals.

Section 41.2. The Union may advise and consult with the Office of Human Resources on the possible development, content and format of career advance programs, courses and workshops to be made available to the bargaining unit employees.

Section 41.3. The College will continue to pay the registration fee, travel per diem and release time for professional development conferences, seminars, etc. pertaining to an employee's job. Attendance at such functions may be required by the College and in any event must be approved by the College. Whether or not an employee attends such functions is a decision within the sole discretion of the College. However, where the College requires a bargaining unit employee to attend such a function during what are normally non-working hours, then that employee will be paid at the appropriate rate for the time during which he/she actually attends said function.

Section 41.4. All full-time and part-time police officers shall be paid their appropriate hourly rate for all hours engaged in College-ordered weapons qualification.

Section 41.5. Should a Police Officer not qualify under the firearm qualification standard said Police Officer shall be demoted to an unarmed Security Officer classification until such time as the employee is able to qualify, but not to exceed three (3) months.

## **ARTICLE 42**

### **HEALTH CARE COMMITTEE**

Section 42.1. The parties agree to establish a health care committee with representation of two (2) members from the bargaining unit. Release time will be granted for all appointed representatives to participate in the meetings. Meeting dates will be established by the committee as needed, but no less than one per semester. The committee will make recommendations to the Vice President Human Resources or designee.

## **ARTICLE 43**

### **SUCCESSOR**

Section 43.1. The provisions of this Agreement shall be binding upon the College and its successors. This Agreement shall cover all future locations which the College may operate during the term of this Agreement. The parties acknowledge that each future location will have unique circumstances that may limit the College's control over that particular location and/or certain portions of a location that may be a component of a partnership with another organization. The parties agree to discuss future locations with the union in labor-management meetings.

## **ARTICLE 44**

### **DURATION**

Section 44.1. This Agreement shall be effective from the date of ratification of this Agreement until midnight on June 30, 2014, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.

Section 44.2. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged no later than forty-five (45) days prior to the termination date of the Agreement. Nothing in this section shall be deemed to prevent an agreement between the College and the Union to extend the termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CUYAHOGA COMMUNITY COLLEGE  
DISTRICT

By: Jerry L. Kelsheimer  
Jerry L. Kelsheimer, Chairperson  
Representative  
Board of Trustees

By: Jerry Sue Thornton  
Jerry Sue Thornton, President

By: Judith McMullen  
Judith McMullen  
Vice President Human Resources

By: Gary Berkowitz / MGV  
Gary Berkowitz, Director of Labor  
And Employee Relations

OHIO COUNCIL 8 AND LOCAL  
2678 AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

By: Hernando Harge  
Hernando Harge, Staff

By: William Hennessy  
William Hennessy, President,  
Local 2678

By: John Huettner  
John Huettner, Vice President,  
Local 2678

By: George Dalton  
George Dalton  
Treasurer Local 2678

Date: 4-19-13

**APPENDIX A**

**PLANT OPERATIONS & LOGISTICS UNIT**

**COMPONENTS -- JOB CLASSIFICATIONS..... SALARY GRADE**

*Custodial Component*

*Building Service Leader ..... BGS-4*  
*Building Service Worker A ..... BGS-2*  
*Building Service Worker B ..... BGS-1*

*Mailroom and Logistics Component*

*Mail Clerk ..... BGS-2*  
*Mailroom Leader ..... BGS-4*  
*Driver ..... BGS-4*  
*Receiving, Shipping & Store Clerk ..... BGS-4*

*Maintenance Component*

*Maintenance Mechanic ..... BGS-6*  
*Maintenance Mechanic Helper ..... BGS-4*  
*Maintenance Equipment Repair Technician ..... BGS-4*  
*Swimming Pool Attendant/Mechanic Helper ..... BGS-4*  
*Yard Maintenance Mechanic Helper ..... BGS-4*  
*Yardkeeper-Custodian ..... BGS-3*

**APPENDIX B**

**CAMPUS POLICE & SECURITY SERVICES UNIT**

*COMPONENTS -- JOB CLASSIFICATIONS .....SALARY GRADE*

*Police Officer .....BGS-6*

*Security Messenger .....BGS-4*

*Security Officer .....BGS-2*

**APPENDIX C**

*AFSCME Wages  
Salary Schedule 1*

*Effective July 1, 2011  
FY2012*

<b>Salary Grade</b>	<b>Starting Rate</b>	<b>1-Year Step</b>	<b>2-Year Step</b>	<b>3-Year Step</b>	<b>4-Year Step</b>
1 H	\$15.17	\$15.59	\$15.94	\$16.36	\$16.84
A	\$31,553.60	\$32,427.20	\$33,155.20	\$34,028.80	\$35,027.20
2 H	\$16.57	\$17.05	\$17.50	\$17.95	\$18.45
A	\$34,465.60	\$35,464.00	\$36,400.00	\$37,336.00	\$38,376.00
3 H	\$17.88	\$18.47	\$18.98	\$19.61	\$20.12
A	\$37,190.40	\$38,417.60	\$39,478.40	\$40,788.80	\$41,849.60
4 H	\$19.37	\$20.01	\$20.72	\$21.28	\$22.03
A	\$40,289.60	\$41,620.80	\$43,097.60	\$44,262.40	\$45,822.40
5 H	\$21.20	\$21.81	\$22.52	\$23.20	\$23.88
A	\$44,096.00	\$45,364.80	\$46,841.60	\$48,256.00	\$49,670.40
6 H	\$22.62	\$23.38	\$24.14	\$24.90	\$25.65
A	\$47,049.60	\$48,630.40	\$50,211.20	\$51,792.00	\$53,352.00

LEGEND: H = Hourly  
A = Annually

AFSCME Wages  
Salary Schedule 2

Effective July 1, 2011  
FY2012

**Night shift premium**

<b>Salary Grade</b>	<b>Starting Rate</b>	<b>1-Year Step</b>	<b>2-Year Step</b>	<b>3-Year Step</b>	<b>4-Year Step</b>
1 H	\$15.93	\$16.37	\$16.74	\$17.18	\$17.68
A	\$33,131.28	\$34,048.56	\$34,812.96	\$35,730.24	\$36,778.56
2 H	\$17.40	\$17.90	\$18.38	\$18.85	\$19.37
A	\$36,188.88	\$37,237.20	\$38,220.00	\$39,202.80	\$40,294.80
3 H	\$18.77	\$19.39	\$19.93	\$20.59	\$21.13
A	\$39,049.92	\$40,338.48	\$41,452.32	\$42,828.24	\$43,942.08
4 H	\$20.34	\$21.01	\$21.76	\$22.34	\$23.13
A	\$42,304.08	\$43,701.84	\$45,252.48	\$46,475.52	\$48,113.52
5 H	\$22.26	\$22.90	\$23.65	\$24.36	\$25.07
A	\$46,300.80	\$47,633.04	\$49,183.68	\$50,668.80	\$52,153.92
6 H	\$23.75	\$24.55	\$25.35	\$26.15	\$26.93
A	\$49,402.08	\$51,061.92	\$52,721.76	\$54,381.60	\$56,019.60

LEGEND: H = Hourly  
A = Annually

**APPENDIX D**

*AFSCME Wages*  
*Salary Schedule 3*

*Effective July 1, 2012*  
*FY2013*

<b>Salary Grade</b>	<b>Starting Rate</b>	<b>1-Year Step</b>	<b>2-Year Step</b>	<b>3-Year Step</b>	<b>4-Year Step</b>
1 H	\$15.47	\$15.90	\$16.26	\$16.69	\$17.18
A	\$32,177.60	\$33,072.00	\$33,820.80	\$34,715.20	\$35,734.40
2 H	\$16.90	\$17.39	\$17.85	\$18.31	\$18.82
A	\$35,152.00	\$36,171.20	\$37,128.00	\$38,084.80	\$39,145.60
3 H	\$18.24	\$18.84	\$19.36	\$20.00	\$20.52
A	\$37,939.20	\$39,187.20	\$40,268.80	\$41,600.00	\$42,681.60
4 H	\$19.76	\$20.41	\$21.13	\$21.71	\$22.47
A	\$41,100.80	\$42,452.80	\$43,950.40	\$45,156.80	\$46,737.60
5 H	\$21.62	\$22.25	\$22.97	\$23.66	\$24.36
A	\$44,969.60	\$46,280.00	\$47,777.60	\$49,212.80	\$50,668.80
6 H	\$23.07	\$23.85	\$24.62	\$25.40	\$26.16
A	\$47,985.60	\$49,608.00	\$51,209.60	\$52,832.00	\$54,412.80

LEGEND: H = Hourly  
A = Annually

AFSCME Wages  
Salary Schedule 4

Effective July 1, 2012  
FY2013

**Night shift premium**

<b>Salary Grade</b>	<b>Starting Rate</b>	<b>1-Year Step</b>	<b>2-Year Step</b>	<b>3-Year Step</b>	<b>4-Year Step</b>
1 H	\$16.24	\$16.70	\$17.07	\$17.52	\$18.04
A	\$33,786.48	\$34,725.60	\$35,511.84	\$36,450.96	\$37,521.12
2 H	\$17.75	\$18.26	\$18.74	\$19.23	\$19.76
A	\$36,909.60	\$37,979.76	\$38,984.40	\$39,989.04	\$41,102.88
3 H	\$19.15	\$19.78	\$20.33	\$21.00	\$21.55
A	\$39,836.16	\$41,146.56	\$42,282.24	\$43,680.00	\$44,815.68
4 H	\$20.75	\$21.43	\$22.19	\$22.80	\$23.59
A	\$43,155.84	\$44,575.44	\$46,147.92	\$47,414.64	\$49,074.48
5 H	\$22.70	\$23.36	\$24.12	\$24.84	\$25.58
A	\$47,218.08	\$48,594.00	\$50,166.48	\$51,673.44	\$53,202.24
6 H	\$24.22	\$25.04	\$25.85	\$26.67	\$27.47
A	\$50,384.88	\$52,088.40	\$53,770.08	\$55,473.60	\$57,133.44

LEGEND: H = Hourly  
A = Annually

**APPENDIX E**

*AFSCME Wages  
Salary Schedule 5*

*Effective July 1, 2013  
FY2014*

<b>Salary Grade</b>	<b>Starting Rate</b>	<b>1-Year Step</b>	<b>2-Year Step</b>	<b>3-Year Step</b>	<b>4-Year Step</b>
1 H	\$15.63	\$16.07	\$16.42	\$16.86	\$17.35
A	\$32,510.40	\$33,425.60	\$34,153.60	\$35,068.80	\$36,088.00
2 H	\$17.07	\$17.56	\$18.03	\$18.49	\$19.01
A	\$35,505.60	\$36,524.80	\$37,502.40	\$38,459.20	\$39,540.80
3 H	\$18.42	\$19.03	\$19.55	\$20.21	\$20.73
A	\$38,313.60	\$39,582.40	\$40,664.00	\$42,036.80	\$43,118.40
4 H	\$19.96	\$20.61	\$21.34	\$21.92	\$22.69
A	\$41,516.80	\$42,868.80	\$44,387.20	\$45,593.60	\$47,195.20
5 H	\$21.84	\$22.46	\$23.20	\$23.90	\$24.60
A	\$45,427.20	\$46,716.80	\$48,256.00	\$49,712.00	\$51,168.00
6 H	\$23.31	\$24.09	\$24.87	\$25.65	\$26.43
A	\$48,484.80	\$50,107.20	\$51,729.60	\$53,352.00	\$54,974.40

LEGEND: H = Hourly  
A = Annually

AFSCME Wages  
Salary Schedule 6

Effective July 1, 2013  
FY2014

**Night shift premium**

<b>Salary Grade</b>	<b>Starting Rate</b>	<b>1-Year Step</b>	<b>2-Year Step</b>	<b>3-Year Step</b>	<b>4-Year Step</b>
1 H	\$16.41	\$16.87	\$17.24	\$17.70	\$18.22
A	\$34,135.92	\$35,096.88	\$35,861.28	\$36,822.24	\$37,892.40
2 H	\$17.92	\$18.44	\$18.93	\$19.41	\$19.96
A	\$37,280.88	\$38,351.04	\$39,377.52	\$40,382.16	\$41,517.84
3 H	\$19.34	\$19.98	\$20.53	\$21.22	\$21.77
A	\$40,229.28	\$41,561.52	\$42,697.20	\$44,138.64	\$45,274.32
4 H	\$20.96	\$21.64	\$22.41	\$23.02	\$23.82
A	\$43,592.64	\$45,012.24	\$46,606.56	\$47,873.28	\$49,554.96
5 H	\$22.93	\$23.58	\$24.36	\$25.10	\$25.83
A	\$47,698.56	\$49,052.64	\$50,668.80	\$52,197.60	\$53,726.40
6 H	\$24.48	\$25.29	\$26.11	\$26.93	\$27.75
A	\$50,909.04	\$52,612.56	\$54,316.08	\$56,019.60	\$57,723.12

LEGEND: H = Hourly  
A = Annually

## APPENDIX F

### POLICE OFFICER UNIFORMS

#### *Full-time Allotment:*

<i>1 service pistol</i>	<i>1 cap-spring</i>
<i>1 blauer jacket</i>	<i>1 trouser belt</i>
<i>1 pr. Shoes</i>	<i>2 s/s shirts</i>
<i>2 pr. Trousers</i>	<i>1 duty belt including duty gear</i>
<i>1 set collar brass</i>	<i>holster</i>
<i>1 8-pt. hat</i>	<i>handcuffs</i>
<i>1 belt</i>	<i>handcuff case</i>
<i>1 tie</i>	<i>two magazines</i>
<i>1 tie clip</i>	<i>magazine holder</i>
<i>1 breast badge</i>	<i>ASP/baton</i>
<i>1 hat badge</i>	<i>baton holder</i>
<i>2 l/s shirts</i>	<i>flashlight, if not provided in car or with bike</i>
<i>1 raincoat</i>	
<i>1 name badge</i>	
<i>1 bullet-proof vest will be available upon request to each full-time officer</i>	
<i>Under Armour apparel (base layer)</i>	
<i>Duty Bag</i>	

#### *Part-time Allotment:*

<i>1 blauer jacket</i>	<i>1 duty belt including duty gear</i>
<i>2 pr. Trousers</i>	<i>holster</i>
<i>1 set collar brass</i>	<i>handcuffs</i>
<i>1 8-pt. hat</i>	<i>handcuff case</i>
<i>1 belt</i>	<i>two magazines</i>
<i>1 tie</i>	<i>magazine holder</i>
<i>1 tie clip</i>	<i>ASP/baton</i>
<i>1 breast badge</i>	<i>baton holder</i>
<i>1 hat badge</i>	<i>flashlight, if not provided in car or with bike</i>
<i>1 l/s shirt</i>	<i>Under Armour apparel</i>
<i>1 cap-spring</i>	<i>Duty Bag</i>
<i>1 s/s shirt</i>	
<i>1 pr. Shoes</i>	
<i>1 nameplate</i>	
<i>1 raincoat</i>	

*To purchase items not on this list, officers may bring such item(s) to the attention of their immediate supervisor to either have it approved or not approved within their voucher allocation under Article 33 (R).*

## APPENDIX G

### RULES FOR MEDIATION

*Mediators will be asked to provide a schedule of available dates and cases and mediation sessions will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed.*

*Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered.*

*The mediator may employ all of the techniques commonly associated with mediation including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation efforts is to reach a mutually agreeable resolution of the dispute. There will be no procedural constraints regarding the review of facts and arguments. There will be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation conference.*

*Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.*

*At the mediation conference the mediator shall first seek to assist the parties in reaching mutually satisfactory settlement of the grievance with the parameters of the collective bargaining agreement. If a settlement is reached a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel; the resolution of the grievance.*

*If a grievance is unresolved at the end of the mediation session the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent proceeding.*

## Appendix H

<b>Health Care Electives Program</b>			
Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
<b>Plan Year</b>	1/1 – 12/31	1/1 – 12/31	1/1 – 12/31
<b>Deductible</b> (Individual/Family)	None	\$250/\$500	\$500/\$1,000
<b>Coinsurance</b>	None	90%/10% <sup>2</sup>	70%/30% (subject to deductible)
<b>Max out-of-pocket</b> (Individual/Family)	Not applicable	\$2000/\$4000 <sup>3</sup>	\$3,000/\$6,000 (includes deductible)
<b>Lifetime Max</b>	Unlimited	Unlimited	Unlimited
<b>Inpatient Hospital</b>			
<ul style="list-style-type: none"> <li>• S/P Room &amp; Board <input type="checkbox"/></li> <li>• Medications</li> <li>• Radiation &amp; Chemo</li> <li>• Hemodialysis</li> <li>• Internal Prosthetics</li> <li>• Physician Services</li> <li>• Surgeon's Services</li> <li>• Operating &amp; Recovery Room <input type="checkbox"/></li> <li>• Rehab Therapy</li> </ul>	<ul style="list-style-type: none"> <li>No Charge</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 90%/10%</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 70%/30% of R&amp;C</li> </ul>
<b>Outpatient Charges</b>			
<ul style="list-style-type: none"> <li>• Facility</li> <li>• Surgeon's Services</li> <li>• Treatments like radiation and chemo.</li> <li>• Prof. Fees (Anesthesia, co-surgeons, Interpretations)</li> <li>• X-ray &amp; Lab Services</li> </ul>	<ul style="list-style-type: none"> <li>\$20 copay</li> <li>\$20 copay</li> <li>\$20 copay</li> <li>\$20 copay</li> <li>No charge</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 90%/10%</li> <li>Deductible and 90%/10%</li> <li>Deductible and 90%/10%</li> <li>Deductible and 90%/10%</li> <li>100% in doctor's office or dedicated facility in hospital or outpatient surgical facility</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 70%/30% of R&amp;C</li> </ul>
<b>Second Surgical Opinion</b>	\$20 copay	\$20 PCP/\$40 specialist copay	Deductible and 70%/30% of R&C
<b>Emergency Care</b>			
<ul style="list-style-type: none"> <li>• Doctor's Office</li> <li>• Hospital</li> <li>• Urgent Care Facility</li> <li>• Ambulance</li> </ul>	<ul style="list-style-type: none"> <li>\$20 copay</li> <li>\$75 copay \$35 copay</li> <li>\$50 Per Trip</li> </ul>	<ul style="list-style-type: none"> <li>\$20 PCP/\$40 specialist copay</li> <li>Deductible and 90%/10%</li> <li>\$20 PCP/\$40 specialist copay</li> <li>Deductible and 90%/10%</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 70%/30% of R&amp;C</li> <li>Deductible and 90%/10%</li> <li>Deductible and 70%/30% of R&amp;C</li> <li>Deductible and 90%/10%</li> </ul>
<b>Specialty Services</b>			
<ul style="list-style-type: none"> <li>• Home Healthcare</li> <li>• Skilled nursing, Extended Care</li> <li>• Hospice</li> </ul>	<ul style="list-style-type: none"> <li>No Charge</li> <li>No charge; 100 days/calendar year when arranged by a Plan physician</li> <li>No charge</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 90%/10% 40 visits per plan year combined in and out of network.</li> <li>Deductible and 90%/10% 60 days max per plan year combined in and out of network</li> <li>Deductible and 90%/10% 60 days max per plan year combined in and out of network</li> </ul>	<ul style="list-style-type: none"> <li>Deductible and 70%/30% of R&amp;C; 40 visits per plan year combined in and out of network.</li> <li>Deductible and 70%/30% of R&amp;C; 60 days max per plan year combined in and out of network</li> <li>Deductible and 70%/30% of R&amp;C; 60 days max per plan year combined in and out of network</li> </ul>

**Inpatient hospital benefits for Medical Mutual Professional plan 90%/10% after deductible for in-network & out-of-network**

<sup>2</sup> **Subject to deductible**

<sup>3</sup> **Includes deductible**

## Health Care Electives Program

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
<b><u>Family Planning</u></b> <ul style="list-style-type: none"> <li>• Vasectomy</li> <li>• Tubal Ligation</li>   <li>• Infertility Service</li>   <li>• Office Visit</li> <li>• Surgery</li> </ul>	\$20 copay No Charge  30% of Total Charges (See "B" Below)	Deductible and 90%/10% Deductible and 90%/10%  For testing & diagnosis only  \$20 PCP/\$40 specialist copay Deductible and 90%/10%	Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C  For testing & diagnosis only  Deductible and 70%/30% of R&C Deductible and 70%/30% of R&C
<b><u>Medical Supplies &amp; Equipment</u></b> <ol style="list-style-type: none"> <li>1. Durable Medical Equipment</li> <li>2. External Prosthetics</li> </ol>	No Charge  No Charge	No Charge <sup>2</sup>  No Charge <sup>2</sup>	Deductible and 70%/30% of R&C  Deductible and 70%/30% of R&C
<b><u>Mental Health</u></b> <ul style="list-style-type: none"> <li>• Inpatient</li>   <li>• Outpatient</li>   <li>• Group Therapy</li> </ul>	No Charge  \$20 copay  \$ 20 copay	Deductible and 90%/10%  \$20 copay  \$20 copay	Deductible and 70%/30% of R&C  Deductible and 70%/30% of R&C  Deductible and 70%/30% of R&C
<b><u>Substance Abuse</u></b> <ul style="list-style-type: none"> <li>• Inpatient</li>   <li>• Outpatient</li> </ul>	No Charge—General Hospital No charge for one detoxification admission per year in a specialized facility.  \$20 copay	Deductible and 90%/10%  \$20 copay	Deductible and 70%/30% of R&C  Deductible and 70%/30% of R&C
<b><u>Primary Care Services</u></b> <ul style="list-style-type: none"> <li>• Preventative Exam</li> <li>• Immunizations/Injections</li> <li>• Well Child Care</li> <li>• Office Visit (Illness or Injury)</li>   <li>• Allergy Treatment</li> </ul>	\$0 copay  No charge  \$0 copay  \$20 copay  No charge	\$0 copay  100%  \$0 copay  \$20 PCP/\$40 specialist copay  \$20 PCP/\$40 specialist copay	Not covered  Deductible and 70%/30% of R&C  Not covered  Deductible and 70%/30% of R&C if due to illness or injury  Deductible and 70%/30% of R&C

□ Inpatient hospital benefits for Medical Mutual Professional plan 90%/10% after deductible for in-network & out-of-network

<sup>2</sup> Subject to deductible

<sup>3</sup> Includes deductible

<b>Health Care Electives Program</b>			
<b>Service Provided</b>	<b>HMO</b>	<b>PPO</b>	
		IN NETWORK	OUT OF NETWORK
<b><u>Specialty Physician Services</u></b> <ul style="list-style-type: none"> <li>• Office Visits</li>   <li>• Referral physician services</li> </ul>	\$20 copay  \$20 copay	\$40 copay  \$40 copay	Deductible and 70%/30% of R&C if due to illness or injury  Deductible and 70%/30% of R&C if due to illness or injury
<b><u>Prescription Drugs</u></b> <ul style="list-style-type: none"> <li>• Retail Service</li>   <li>• Mail order service</li> </ul>	Co-pay per prescription for retail 31 day supply or mail order 62-day supply Generic-\$10 Formulary Brand- \$20 Non-Formulary Brand-\$40	See attached detail	
<b><u>Non-Compliance Penalties</u></b> (d) Pre-certification – hospital in-patient and out-patient	Must be admitted by Kaiser physician	Responsibility of network physician	Subject to medical necessity
<b><u>Notes</u></b>	A. -- After diagnosis, medical and hospital services for further treatment and evaluation of involuntary infertility are charged at a 50% rate.  B. -- All benefits & services outlined must be arranged, authorized and prescribed or provided by a Plan Physician.	A. Out of Service Coverage: Inpatient services not arranged/provided by the provider require Pre-admission Certification and Continued stay review otherwise reduction or denial of coverage may occur.  B. R&C Reimbursement is based on the lesser of the Reasonable and Customary charge or the actual amount the member is required to pay for the service.	

**Note:** The information provided here is intended only to show the highlights of the various medical plans and is not a complete description of the plans. The plans are governed by the official plan documents and/or insurance contracts where applicable. If there is a discrepancy between the information provided here and the plan documents, the official plan documents and/or insurance contracts shall prevail.

**Appendix H (Continued)**

**Cuyahoga Community College**

**Electives Program**

Prescription Medication Coverage for PPO Enrollees Only  
Plan Year 1/1-12/31

**Acute Prescription**

**Retail Card Plan  
In-Network**

20% Copay

- a. Minimum of \$20 for Non-Preferred Brand
- b. Minimum of \$10 for Preferred Brand
- c. Minimum of \$5 for Generic

Mandatory Generic Provision

No claim forms to file

No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

**Out-of-Network**

50% reimbursement of covered expenses

Must file a claim form with prescription plan for reimbursement

No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

**Maintenance  
Prescriptions**

**Mail Order**

Copay for 90 day supply:

- \$15 Generic
- \$45 For Formulary
- \$70 Non-Formulary

Mandatory Generic Provision

No reimbursement from Medical Plan; reimbursement only FSA account, if elected.

Effective January 1, 2012, the following changes shall occur regarding medical and prescription drug coverage:

- A. Implement Specialty Guideline Management (SGM) program. The SGM Program coordinates, between and among physicians, pharmacists and patients, the evaluation of appropriate drug therapies for specialty medications. The Program is designed to ensure patient safety, efficacy and optimal therapeutic benefit and enables optimization of the most cost effective use of specialty medications.

- B. Walgreens shall be removed from the Caremark plan.
- C. The following cost control programs offered by the Pharmacy Benefits Manager shall be implemented:
  - 1. Cosmetic products will no longer be covered.
  - 2. Erectile dysfunction medications will be covered in the following specific quantities: no more than 6 pills every 30 days and no more than 18 pills every 90 days.
  - 3. Acne medications will be covered only for patients age 25 or younger.
  - 4. Diet medications will be subject to coverage with appropriate physician prescriptions and prior authorization by the carrier.
  - 5. Influenza medications will be covered without prior authorization once every six months. Greater frequency of doses will require prior authorization.
  - 6. Maximum dosage limits will be implemented for migraine medications in accordance with American Neurological Association and manufacturers' prescribing guidelines.

### **Appendix I**

#### **FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) does not invalidate any provision of the collective bargaining agreement. Below are outlined the major points of the FMLA, including the agreements between the College and the Union on any discretionary items in the FMLA.

##### A. Types of FMLA Leave.

- 1. Eligible bargaining unit employees so electing shall, upon written request or with verbal notification if written request is not practical, be granted an FMLA leave of absence without pay for up to, but no more than twelve (12) work weeks, for the following reasons:
  - a. birth of a son or daughter and in order to care for such son or daughter within 12 months of birth (birth leave);
  - b. the placement of a son or daughter for adoption or foster care within 12 months of placement (placement leave);
  - c. care of a spouse, son, daughter, or parent, if such individual has a "serious health condition" (family health leave);
  - d. the employee's own "serious health condition" which makes the employee unable to perform the functions of his/her position (employee health leave).

- e. a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation (military leave).
2. Pursuant to FMLA, the College will grant an eligible employee, up to twenty-six (26) work weeks of unpaid leave, to care for a spouse, child, parent or next of kin (nearest blood relative) who is:
    - a. an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or
    - b. a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (Military Caregiver Leave).
  3. An eligible employee is entitled to a combined maximum of twenty-six (26) work weeks of FMLA leave in a single 12-month period.
- B. Definition of "serious health condition".** Under FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:
1. Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
  2. Continuing treatment by a health care provider, which includes:
    - a. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
      - i. Treatment two or more times by or under the supervision of a health care provider (*i.e.*, in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or

- ii. One treatment by a health care provider (*i.e.*, an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (*e.g.*, prescription medication, physical therapy); or
  - b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
  - c. Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
  - e. Any absences to receive multiple treatments for restorative surgery after accident or other qualifying injury or for a condition that would likely result in a period of incapacity of more than three consecutive days if not treated.
- C. **Request for Leave.** Request for such leave must be submitted in writing to the College’s leave administrator at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable. The employee is required to provide:
- 1. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
  - 2. Appropriate Armed Forces documentation supporting the need for a “qualifying exigency”.
  - 3. Periodic reports, not more often than every 30 days, during FMLA leave regarding the employee’s status and intent to return to work.
- D. **Eligibility.** Bargaining unit members who have completed twelve (12) months of service with the College, which need not be consecutive, and have completed at least 1250 hours of service during the previous twelve (12) month period shall be eligible for FMLA leave.
- E. **Designating FMLA Leave.** Employees requesting an FMLA leave must first use accrued paid leave benefits, if applicable, such as sick leave, and vacation (if applicable), and Employee may take personal leave at their own option. The accrued paid benefits will be deducted from the FMLA twelve-week entitlement. Only applicable sick leave of more than five (5) consecutive work days will be deducted

from the twelve-week FMLA entitlement except in the case of an intermittent/reduced FMLA leave schedule. The unpaid FMLA leave will only become effective after all applicable paid benefits have been exhausted.

F. **Intermittent/Reduced Leave Schedule.** FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- a. to care for a sick family member when medically necessary;
- b. for an employee's own serious illness when medically necessary;
- c. for a birth or placement of a child for adoption or foster care within twelve (12) months of birth or placement with the approval of the College.

1. "Intermittent leave" is taken in separate blocks of time due to a single illness or injury (i.e., leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. "Reduced leave schedule" is a leave schedule which reduces the usual number of hours per work week or hours per day worked by the employee.
2. The College may temporarily transfer an employee on intermittent or reduced leave schedule to a vacant bargaining unit position for which the employee qualifies and at the equivalent pay, benefits, and terms and conditions of employment by mutual agreement of the College and AFSCME. Once the intermittent or reduced leave schedule has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position.

G. **Return to Work.** Any employee taking an unpaid FMLA leave shall, upon return from the leave, be restored to the position of employment held by the employee when the leave commenced; or to an equivalent bargaining unit position with the equivalent pay, benefits and other terms and conditions of employment. If the leave exceeds the maximum time allowed by the FMLA, an attempt will be made to place the employee in the same position, but where this is not possible or practical, the employee will be offered another position for which the employee is qualified as soon as one is available.

H. **Insurance.** For an employee on FMLA leave, the College will continue to pay its portion of the costs of health and life insurance benefits and the employee will continue to pay her/his portion. Arrangements will be made for the employee to pay his/her share of health insurance premiums while on leave. After the expiration of the approved FMLA leave, if the employee remains on leave, which is unpaid and does not qualify under STD or other College approved sick leave, the employee is required to pay the full amount of the costs for continued coverage including the employee's share and the employer's share of the cost. The College may recover premiums it

paid during an employee's unpaid FMLA leave to maintain health coverage for an employee who fails to return from FMLA leave, unless”

1. the employee provides certification that he/she failed to return because of an occurrence that, but for the expiration of the employee's FMLA leave, would qualify for unpaid leave under FMLA; or
  2. the employee failed to return due to circumstances beyond his/her control.
- I. **Certification.** The College will require written certification, on a form substantially the same as the applicable U.S. Department of Labor Forms, by a health care provider of the need and purpose of the leave for a FMLA family or employee health care leave. The College has the right to require the employee to obtain the opinion of a second health care provider designated or approved by the College in the event the College has reason to doubt the validity of the written certification provided by the employee. The College will pay the costs associated with obtaining the second opinion. In a case in which the second opinion differs from the opinion in the original written certification, the College has the right to require that the employee obtain the opinion of a third health care provider mutually designated or approved by the College and the employee. The College will pay the costs associated with obtaining the third opinion. In that case, the opinion of the third health care provider shall be considered final and binding.
- J. **FMLA Period.** An employee is entitled to FMLA once every 12 months based on a rolling calendar year. The College shall compute the twelve (12) month period as calculated retroactively from the date the leave commences.
- K. **Notice of Employee Rights.** When an employee gives notice of the need for FMLA leave, the College shall provide the employee with a notice substantially the same as U.S. Department of Labor Form W-H 381 containing at least the following specific information:
1. whether the leave requested qualified as FMLA leave, including a statement similar to that appearing on Form W-H 381, regarding why leave does not qualify;
  2. that the leave will be counted against the employee's annual FMLA leave entitlement;
  3. any requirement that the employee provide medical certification;
  4. that the employee must use applicable substitute accrued paid leave and have it considered FMLA leave;
  5. whether the employee will be required to make premium payments, and, if so, how the payments must be made;

6. whether the employee will be required to present a fitness-for-duty certificate in order to be restored to employment;
7. that the employee has the right to be restored to the same or an equivalent position upon return from FMLA leave;
8. the employee's potential liability for the payment of health premiums paid during the employee's FMLA leave if the employee does not return to work after taking FMLA leave; and
9. that the College may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of his/her intent not to return to work, the College's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee to his/her previous position cease.

L. **Restrictions on Leave Where Spouses are Employed by the College.** A husband and wife who are eligible for FMLA leave and are employed by the College are permitted to take only a combined total of twelve (12) work weeks of leave during any 12-month period if the leave is taken:

1. for birth of a son or daughter or to care for the child after birth;
2. for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
3. to care for a parent (but not a parent "in-law") with a serious health condition.

In addition, the spouses will be limited to a total of twenty-six (26) work weeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, leave for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

M. **Absence Report.** Any absence approved for FMLA leave must be so indicated on the employee's absence report in the appropriate paid or unpaid column.

SIDE LETTER OF AGREEMENT

Article 35- Wages

Section 35.2-Top Scale

The "top of scale" payment made to full time employees who attained the top step during the term of this Agreement included an additional three hundred dollars (\$300) added onto the base amount of one thousand dollars (\$1,000) bringing the total paid to thirteen hundred dollars (\$1,300).

The "top of scale" payment made to part time employees who attained the top step during the term of this Agreement included an additional one hundred dollars (\$100) added onto the base amount of three hundred fifty dollars (\$350) bringing the total paid to four hundred fifty dollars (\$450).

It is understood and agreed to by the Parties that the thirteen hundred dollars (\$1,300) and four hundred fifty dollars (\$450) in the aforementioned paragraphs are onetime payments applicable only during the term of this Agreement. It is further understood and agreed to by the Parties that this is not to be construed as a fixed amount beyond the effective dates of this Agreement. That future negotiation concerning "top of scale" cash payments toward a successor agreement shall consider one thousand dollars (\$1,000) for eligible full time employees and three hundred fifty dollars (\$350) for eligible part time employees as the basis for discussions beyond June 30, 2014.

For the College

Henry Berkowitz /MBV

For the Union

Thomas de Rojas

Date Signed 9/17/13

### Letter of Understanding

Cuyahoga Community College and AFSCME, Local 2678, Ohio Council 8 agree that the AFSCME Care Plan should recognize domestic partners as an eligible dependent. The parties agree that the term dependent will also include domestic partner of a covered employee who meets all of the following criteria:

1. Share a regular and permanent residence with the employee;
2. Is the sole domestic partner of the employee, has been in a relationship with the employee for at least eighteen (18) months, and intends to remain in the relationship indefinitely;
3. Is not currently married to or legally separated from another person under either statutory or common law;
4. Shares responsibility with the employee for each other's common welfare;
5. Is at least eighteen (18) years of age and mentally competent to consent to contract;
6. Is not related to the employee by blood to a degree of closeness that would prohibit marriage in the state in which they legally reside;
7. Is financially interdependent with the employee. Financial interdependency may be demonstrated by the existence of three (3) or more of the following:
  - Joint ownership of real estate property or joint tenancy on a residential lease
  - Joint ownership of an automobile
  - Joint bank or credit account
  - Joint liabilities (e.g., credit cards or loans)
  - A will designating the domestic partner as primary beneficiary
  - A retirement plan or life insurance policy beneficiary designation form designating the domestic partner as primary beneficiary
  - A durable power of attorney signed to the effect that the employee and the domestic partner have granted powers to one another; and
8. Employee and individual complete an affidavit of Domestic Partnership.

For the Union

Henry Baskerville / NLRB

For Cuyahoga Community College

Norman Hayes

**SIDE LETTER OF AGREEMENT**

**Health and Wellness Program**

This Side Letter of Agreement represents an understanding between Cuyahoga Community College (College) and the American Federation of State, County and Municipal Employees, (AFSCME) that participation in the College's Health and Wellness initiatives is open to all AFSCME members subject to the terms and conditions prescribed on the College's web site, *My Tri-C Space*. Full time members are eligible to participate in the WellSteps and rewards program described on *My Tri-C Space*.

For the College

For the Union

Mary Berkowitz / MEd

Harold H. Ziegler

4/19/13  
Date