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AGREEMENT

BETWEEN

**CUYAHOGA COMMUNITY COLLEGE
DISTRICT**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, (SEIU) DISTRICT
1199 WV/KY/OH,
THE HEALTH CARE & SOCIAL SERVICE UNION, CTW, CLC**

Part-Time Employee Unit

Effective July 1, 2011 through June 30, 2014



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AGREEMENT

ARTICLE 1

PURPOSE

Section 1.1. This Agreement is entered into between Cuyahoga Community College District, hereinafter referred to as the “College”, and, Service Employees International Union, (SEIU) District 1199, WV/KY/OH, the Health Care and Social Union, Change to Win (CTW), Canadian Labor Council (CLC), hereinafter referred to as the “Union.”

Section 1.2. This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the College and the members of the bargaining unit.

ARTICLE 2

RECOGNITION

Section 2.1. Pursuant to certification by the State Employment Relations Board of the results of the representation election conducted on March 11, 1987, the College hereby recognizes, Service Employees International Union, (SEIU), District 1199, WV/KY/OH, the Health Care and Social Service Union, Change to Win (CTW), Canadian Local Council (CLC), as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit as identified in Appendices C-1 and C-2.

Section 2.2. The following categories of employees are excluded from the bargaining unit.

2.2.1. All management level employees. A “Management Level Employee” means any individual who formulates policy on behalf of Cuyahoga Community College or who may reasonably be required on behalf of the College to assist in preparation for the conduct of collective bargaining, administer collectively negotiated agreements, or who has a major role in personnel administration.

2.2.2. All supervisory employees. A “supervisor” means any individual who has authority, in the interest of Cuyahoga Community College, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other 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.

2.2.3. All confidential employees. A “Confidential Employee” means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.

2.2.4. All professional employees. A “Professional Employee” means:

(a.) any employee engaged in work: (a) predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (b) involving the consistent exercise of discretion and judgment in its performance; (c) of such a character that the output, procedure or the result cannot be standardized in relation to a given period of time; (d) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

(b.) any employee who (a) has completed the courses of specialized intellectual instruction and study described in paragraph (1) above and who is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (1).

2.2.5. All restricted fund employees. A “Restricted Fund Employee” means any individual whose terms and conditions of employment with the College are restricted to purposes specified by grants, contracts, or other similar agreements with governmental agencies (federal, state or local), foundations, corporations, or individuals donating resources to the College. However, individuals who work pursuant to grants, contracts, or other similar agreements with governmental agencies (federal, state or local), will be included within the bargaining unit if the grant, contract, or similar agreement, or government regulation governing such, expressly and specifically entitles such individuals to the same collective bargaining benefits, including collective bargaining coverage, as other employees within the bargaining unit performing similar work unless excluded on other grounds consistent with this Article.

2.2.6. All part-time support staff employees in the classification of tutor.

2.2.7. All who at the time of their hire are regularly scheduled to work less than ten (10) hours per week.

- 2.2.8. All student assistants and College work study employees.
- 2.2.9. All casual and seasonal employees as defined by the State Employment Relations Board.
- 2.2.10. All students as defined by the State Employment Relations Board.
- 2.2.11. All part-time faculty members as defined by the State Employment Relations Board.
- 2.2.12. All Employees covered by other collective bargaining agreements to which the College is a party.
- 2.2.13. All temporary employees defined as those hired by the College through temporary employment agencies.

Section 2.3. Where used in this Agreement, the term “employee” includes all employees of the bargaining unit except where specifically stated.

ARTICLE 3

CHECKOFF

Section 3.1. The College will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his signature. In the event that the authorized monthly deduction amount is to be changed, then the Union shall notify the College in writing at least thirty (30) days prior to the requested effective date of the change.

Section 3.2. The College’s obligation to make deductions shall terminate automatically upon receipt of revocation of authorization within the thirty (30) day period prior to the termination of this contract or upon the termination of employment or transfer to a job classification outside the bargaining unit.

Section 3.3. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the College for ninety (90) days or more, shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

Section 3.4. All authorized deductions will be made from the members’ pay on a regular monthly basis in the second paycheck of the month. The College shall deduct from the second pay of each month of each non-member of the recognized bargaining unit a fair share fee as determined by the Union, but not greater than the amount of monthly Union dues. All deductions shall be transmitted to

the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to political expenditures by the employee organization.

Section 3.5. The Union shall furnish the name, title, and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the College.

Section 3.6. The Union shall indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 3.7. The College, as an accommodation to the Union, will provide new hires with a copy of the Agreement which includes cards authorizing payroll deduction in accordance with this Article and shall forward the same to the Union upon execution by the employee. A copy of this Agreement, along with a cover letter provided by the Union, will be distributed to each bargaining unit member at the new employee orientation.

ARTICLE 4

STATEMENT OF MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1. Except as specifically limited by explicit provisions of this Memorandum of Agreement, the Board of Trustees reserves and retains, solely and exclusively, all Board rights, powers, and authority, including the right of the Board of Trustees, acting through the Administration, to determine and fulfill the mission of the College, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive Board rights include, but are not limited to, the following:

4.1.1. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;

4.1.2. To hire, promote, supervise, discipline, suspend, discharge, demote, lay off, transfer permanently or temporarily among College sites or between his/her jobs, assign and schedule employees;

4.1.3. To determine the size and composition of the work force, to subcontract work, and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines that the continuation of such work is unnecessary.

4.1.4. To determine location of campuses, satellites, and other facilities and equipment of the College;

4.1.5. To determine the financial policies and procedures of the College including the exclusive right to allocate and expend all funds of the College;

4.1.6. To determine position qualifications consistent with the needs of the job, recruit, and appoint employees;

4.1.7. To establish, define, modify, and abolish job classifications;

4.1.8. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

Section 4.2. 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 5

UNION REPRESENTATION

Section 5.1. Employees selected as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as “Delegates.” Each Chief Delegate shall have an alternate Delegate who shall act as the Delegate when the Chief Delegate so designates. The College will recognize Delegates in the following numbers and locations.

5.1.1. District / Metropolitan Campus / Hospitality Management Center / Jerry Sue Thornton Center / UTC: *Two (2) Delegates*

5.1.2. Eastern Campus / Corporate College East: *Two (2) Delegates*

5.1.3. Western Campus / Westshore Campus / Brunswick / Corporate College West: *Three (3) Delegates*

Section 5.2. When possible each Delegate shall represent only the employees in his or her location as designated above. This right shall not be abused and, if abused, shall be withdrawn from the individual abusing the privilege. The Executive Board Member and the three (3) Chief Delegates will be the last to be laid off within their respective classifications. The Union shall identify

the Executive Board Member and Chief Delegates to the Director of Employee and Labor Relations by October 1 of each contract year.

Section 5.3. A Chief Delegate or Alternate Delegate shall be permitted to attend to the processing of grievances or attend to matters having a bearing on discipline and/or conflict resolution, during working hours without loss of pay, provided that a Delegate who desires to process grievances or conduct other authorized Union activity on College time shall contact his supervisor and make arrangements for the conduct of the Union activity. Upon obtaining prior approval from the supervisor, the Chief Delegate or the Alternate Delegate shall be permitted to investigate grievances during working hours without loss of pay. This right shall not be abused and, if abused, shall be withdrawn from the individual abusing the privilege.

Section 5.4. The College shall provide the Union two (2) parking passes.

Section 5.5. The Union will be permitted to use College classrooms and equipment for meetings subject to availability and prior administrative approval.

Section 5.6. Union Leave. Unpaid leave shall be granted to delegates to attend education and training sessions offered by District 1199/SEIU. The delegate will notify the supervisor, in writing, at least 30 days in advance. The delegates shall make available to their supervisors the yearly training calendar. The union shall send a copy of the yearly calendar to Labor Relations upon availability. Updates and changes to the calendar shall be given to both the delegate's supervisor and Labor Relations as they are made available.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 6.1. The standard College work week commences at 12:01 a.m. Monday and ends at midnight the following Sunday. 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. The College retains the right to implement changes in the regular hours of work, the regular starting time, and the regular quitting time of any employee. However, the College shall give at least seven (7) calendar days' notice of such changes.

Section 6.2. Employees who are scheduled and actually work four (4) or more hours in one day are entitled to a fifteen minute break for every 4 hours of work. Employees who are scheduled and actually work six (6) or more hours in one day, shall be entitled to an unpaid lunch break of at least one-half hour. Breaks and lunch breaks are to be scheduled by an employee's immediate supervisor.

Section 6.3. An employee shall be paid time and one-half his/her regular rate of pay for all hours worked in excess of forty (40) hours in a College work week, as defined in Section 6.1. An employee shall be paid time and one-half his/ her regular rate of pay for all hours worked in excess of eight (8) hours in one day.

Section 6.4. The College shall be the sole judge of necessity of overtime and extra hours. Extra hours and overtime opportunities will be distributed as equally as practicable among qualified part-time employees in the same department by job classification, site, and shift.

Section 6.5. Employees may request that their work schedules be arranged to accommodate their individual circumstances. The College agrees to consider in good faith an employee's request for accommodation. However, the College retains the sole right to reject an employee's request for accommodation and such decision shall not be subject to the grievance procedure.

Section 6.6. A part-time employee who is called in to work at a time he/ she is not regularly scheduled to report to work shall receive a minimum of two (2) hours of work (or two (2) hours of pay in lieu thereof) at the applicable rate.

ARTICLE 7

WAGES

Section 7.1. Effective July 1, 2011, 1% across-the-board wage increases to all members of the bargaining unit.

Section 7.2. Effective July 1, 2012, 2% across-the-board wage increases to all members of the bargaining unit.

Section 7.3. Effective July 1, 2013, 0% across-the-board wage increases to all members of the bargaining unit.

Section 7.4. Effective July 1 of each year of this agreement employees who have completed two (2) years of service with the College as of July 1 of that year shall be provided with an additional 2.5% step increase. An employee shall not be entitled to additional step increases until he completes four (4) years of service with the College, but shall receive annual 2.5% step increases thereafter until he reaches the maximum for his pay grade.

7.4.1. All employees eligible for a step increase effective July 1, 2013 shall forgo any such step increases and shall remain at their 2012 step.

7.4.2. All employees on the payroll as of July 1, 2013 shall receive a one-time payment of \$150.00.

Section 7.5. The wage increases outlined in Sections 7.1 – 7.4 above are contained in the wage schedule, attached as Appendix A.

Section 7.6. Employees who permanently move to a position in a higher salary grade by virtue of promotion, reclassification on or after the date of ratification of this agreement, shall be compensated as follows:

7.6.1. If the move is two (2) grades or less, the employee will be paid at the first step in the new grade, which gives the employee a five percent (5%) increase.

7.6.2. If the move is three (3) grades, the employee will be paid at the first step, which gives the employee at least a seven and one-half percent (7-1/2%) increase, or at the lowest rate of the new position if the lowest rate is more than seven and one-half percent (7-1/2%) above the employee's current salary.

7.6.3. If the move is four (4) grades or more, the employee will be paid at the first step, which gives the employee at least a ten percent (10%) increase, or at the lowest rate of the new position if the lowest rate is more than ten percent (10%) above the employee's current salary.

Section 7.7. Employees who permanently move to a position in a lower salary grade by virtue of demotion, reclassification, on or after the date of ratification of this Agreement, or other means shall maintain the higher salary so long as said salary falls within the salary range of such lower grade, otherwise the employee shall receive the top rate of the lower grade.

ARTICLE 8

VACATION PAY

Section 8.1. Effective July 1, 2004, part-time employees shall receive vacation pay under the following conditions: (a) if they actually worked at least 500 hours in the previous fiscal year; or (b) if newly hired after the start of the current fiscal year or in their first full fiscal year of employment, their positions are designated as 10 hours or more per week. Those employees who meet either of these conditions will receive credit for vacation time in accordance with the following table. Vacation is not taken as paid time off, but is made in a lump sum payment to the employee at the end of each fiscal year.

Section 8.2. Seniority Rate of Accrual

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

Section 8.3. Effective July 1, 2004, employees' eligibility for the vacation benefit in subsequent fiscal years will be determined solely by whether they worked at least 500 hours in the previous fiscal year.

ARTICLE 9

HOLIDAY PAY

Section 9.1. Effective July 1, 2004, Part-time employees shall receive holiday pay under the following conditions: (a) if they actually worked at least 500 hours in the previous fiscal year; or (b) if newly hired after the start of the current fiscal year or in their first full fiscal year of employment, their positions are designated as 10 hours or more per week. An employee's eligibility for the holiday benefit in subsequent fiscal years will be determined solely by whether they worked at least 500 hours in the previous fiscal year.

Section 9.2. Eligible employees are entitled to receive four (4) hours of holiday pay if they work any hours during the bi-weekly pay period in which one (1) of the following holidays fall:

New Year's Day	Friday following Thanksgiving Day
Martin Luther King Day	(in lieu of Columbus Day)
Memorial Day	Christmas Eve
Independence Day	(in lieu of President's Day)
Labor Day	Christmas Day
Veterans' Day	New Year's Eve
Thanksgiving Day	

Section 9.3. An employee who is required to work on a holiday will be paid for both the holiday and the actual hours worked.

Section 9.4. Holiday pay shall be based upon an employee's regular rate of pay.

ARTICLE 10
LIFE INSURANCE

Section 10.1. The College shall provide \$5,000 life insurance for all employees who actually worked at least 500 hours in the previous fiscal year. The employee shall be entitled to the life insurance coverage in the subsequent calendar year.

ARTICLE 11
LEAVES OF ABSENCE

Section 11.1. Jury Duty. Employees shall not have their regular compensation reduced by virtue of serving as a juror. Employees who work the late shift, defined as starting after 4:00 p.m. and scheduled to work more than four (4) consecutive hours, shall not be required to work their regular scheduled hours after serving on jury duty the same day, provided they are not released before noon. In any event, to be eligible for jury duty pay, an employee must provide written documentation verifying service as a juror.

Section 11.2. Funeral Leave. All part-time employees are entitled to paid leave for the hours scheduled for up to three (3) work days immediately following the death of a member of the part-time employee's immediate family, which includes husband, wife, domestic partner, father, stepfather, mother, stepmother, children, stepchildren, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or any other relative living in the employee's home.

ARTICLE 12
UNPAID LEAVES OF ABSENCE

Section 12.1. Employees with at least one (1) year of seniority may apply for and may be granted, for a limited period of time, not to exceed ninety (90) days, a general unpaid leave of absence for reasons deemed satisfactory by the College. Such general leaves of absence may be extended for an additional ninety (90) days for reasons deemed sufficient by the College.

Section 12.2. Employees with at least one (1) year of seniority may apply for and shall be granted a Leave of Absence without pay for disability. The employee must submit a satisfactory physician's statement prior to being granted the leave, except in cases of emergency. The College reserves the right to require a second opinion by a doctor of the College's choice who has expertise in diagnosis of and treatment of the employee's disability as to the necessity of the requested Leave of Absence. Such second opinion shall be at the College's expense. If there is a conflict between the doctors' opinions, the selected doctors shall appoint a third doctor acceptable to both whose opinion as to the need for a leave shall

control. The expense of the third doctor shall be borne equally by the Union and the College. All such Leaves of Absence require specific approval and shall not exceed one (1) year.

Section 12.3. Employees with a least one (1) year of seniority may apply for and may be granted an unpaid parental Leave of Absence for childbirth or serious illness or long-term personal emergency of the employee's child. All such Leaves of Absence require specific approval and shall not exceed one (1) year.

Section 12.4. After an unpaid Leave of Absence of thirty (30) days or less, the employee shall be returned to his/her former position. Upon return from an unpaid leave of absence of more than thirty (30) days, an attempt will be made to return the employee to the same position; however, where this is not possible or practical, the employee will be offered a comparable position for which the employee is qualified as soon as one is available.

ARTICLE 13

FAMILY AND MEDICAL LEAVE

Section 13.1. Family and Medical Leave Act (FMLA). The FMLA does not invalidate any provision of this 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.

Section 13.2. Types of FMLA Leave

13.2.1. 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).

Section 13.3. 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:

13.3.1. 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 many render the individual medically unfit to perform his or her military duties; or

13.3.2. 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).

13.3.3. An eligible employee is entitled to a combined maximum of twenty-six (26) work weeks of FMLA leave in a single 12- month period.

Section 13.4. **Definition of “serious health condition”** Under FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

13.4.1. 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

13.4.2. 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 seven (7) days and both within (30) days of the first day of incapacity); or

ii. One treatment by a health care provider (*i.e.*, and in-person visit within seven (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.

Section 13.5. 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.

13.5.1. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

13.5.2. Appropriate Armed Forces documentation supporting the need for a "qualifying exigency".

13.5.3. Periodic reports, not more often than every 30 days, during FMLA leave regarding the employee's status and intent to return to work.

Section 13.6. Eligibility. Bargaining unit members who have completed twelve (12) months of service with the College, which need not to be consecutive, and have completed at least 1250 hours of service during the previous twelve (12) month period shall be eligible for FMLA leave. The College shall compute the twelve (12) month period as calculated backward from the date leave commences.

Section 13.7. Intermittent/Reduced Leave Schedule

13.7.1. 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.

13.7.2. "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.

13.7.3. The College may temporarily transfer an employee on intermittent or reduced leave schedule to a vacant bargaining unit position for which the employee qualifies, at the same or different site, and at the equivalent pay and terms and conditions of employment by mutual agreement of the College and Union. 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 at the same or different site.

Section 13.8. Return to Work

13.8.1. 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, at the same or different site, with the equivalent pay, 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.

Section 13.9. Certification

13.9.1. 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.

13.9.2. 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.

13.9.3. 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.

Section 13.10. FMLA Period

13.10.1. An employee is eligible for FMLA once every twelve (12) months based on a rolling calendar year. The College shall compute the twelve (12) month period as calculated backward from the date the leave commences.

Section 13.11. Notice of Employee Rights

13.11.1. 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:

- (a.) 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;
- (b.) that the leave will be counted against the employee's annual FMLA leave entitlement;
- (c.) any requirement that the employee provide medical certification;
- (d.) that the employee must use applicable substitute accrued paid leave and have it considered FMLA leave;
- (e.) whether the employee will be required to make premium payments, and, if so, how the payments must be made;
- (f.) whether the employee will be required to present a fitness-for-duty certificate in order to be restored to employment;
- (g.) that the employee has the right to be restored to the same or an equivalent position, at the same or different site, upon return from FMLA leave;
- (h.) 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 restore the employee to his/her previous position cease.

Section 13.12. Restrictions on Leave Where Spouses are Employed by the College

13.12.1. 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:

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

13.12.2. In addition, the spouses will be limited to a total of twenty-six (26) work weeks off between the two when 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 serious health condition.

Section 13.13. Timesheet.

13.13.1. Any approved absence for FMLA leave must be so indicated on the employee's timesheet in the appropriate paid or unpaid column.

ARTICLE 14

SENIORITY

Section 14.1. Seniority for employees shall be that employee's uninterrupted length of continuous service from the original date of hire with the College. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 14.2. Seniority shall only be broken when an employee:

- 14.2.1. Retires, quits or resigns;
- 14.2.2. Is discharged for just cause;

14.2.3. Is laid off for more than one (1) year;

14.2.4. Is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee;

14.2.5. Fails to report for work when recalled from layoff within three (3) work days from the date on which the College delivers the employee notice to such employee's last known address (as shown on the College's records).

14.2.6. Does not return to work upon expiration of a leave of absence.

Section 14.3. Probationary Period

14.3.1. All new employees shall be considered to be on probation for a period of one hundred eighty (180) consecutive calendar days from the date of hire. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure.

14.3.2. Before the 90 and 160 days of the probationary period are completed, the employee shall submit a self-evaluation of the employee's performance to the supervisor. The supervisor shall also perform evaluations of the employee during these two evaluation periods. If the supervisor is critical of the employee's performance, the employee shall be notified of the problem areas during the 90 and 160 day review period.

14.3.3. If the supervisor has completed the 90 and 160 day evaluation of the employee, and the supervisor determines the employee needs to be evaluated beyond the initial 180 day probationary period, the supervisor shall consult with the Union about extending the employee's probationary period. After consulting with Human Resources and the Union, the employee's supervisor may extend the employee's initial 180 day probationary period up to 30 additional calendar days. During the 30 day probationary extension, the employee may still be terminated for any reason without appeal through the grievance procedure.

14.3.4. If an employee terminates for any reason (i.e., discharge, quit, end of assignment, etc.) while on probation and is later rehired, he shall be considered a new employee and subject to the above provisions.

14.3.5. The retention of a probationary employee shall be at the sole discretion of the College. There shall be no responsibility for the re-employment of a probationary person who is laid off or discharged.

Section 14.4. The College shall provide the Union with a seniority list for all employees in the bargaining unit on a yearly basis within thirty (30) days of the start of the fiscal year. The College

shall also provide to the Union on a quarterly basis, a list of employees newly-hired into the bargaining unit during the preceding three (3) months along with their home addresses as they appear on the College's records.

ARTICLE 15

LAYOFF & RECALL

Section 15.1. In the event the College determines it is necessary to reduce the number of employees in a department (as defined in Section 15.6), it shall determine the positions which will be eliminated by means of a layoff. An employee scheduled for layoff may request to be considered for vacancies for which the employee is qualified (as defined in Section 15.1.1.). A vacancy is a bargaining unit position that is unfilled and for which an active employment search exists. The employee's qualifications shall be considered based on the requirements listed in the job posting.

15.1.1. **Qualified:** Qualified shall be defined as possessing the prerequisite knowledge, skills, abilities, and experience as contained in the job description and position vacancy notice to satisfactorily perform the essential functions of the job. The most current assessment tests created for the position may be used as part of the evaluation of whether the employee is qualified to perform the applicable work.

Section 15.2. If the employee's qualifications are greater than those required by the job posting for the vacant position, the employee will be awarded the position irrespective of the qualifications of other candidates.

Section 15.3. If the employee's qualifications are equal to those of an outside candidate, the employee shall be awarded the job.

Section 15.4. If the employee scheduled for layoff does not apply for a vacancy, but possesses the ability and is qualified (as defined in Section 15.1.1.) to perform the remaining required work satisfactorily and effectively, and that employee has greater seniority, the employee selected for layoff may bump the part-time bargaining unit employee in the department who has the least seniority. This shall be the only bump available to employees and the bumping individual must accept the hours and schedule of the bumped individual, but will retain his/her regular rate of pay.

Section 15.5. The employee will serve a 90 day probationary period to demonstrate the employee can perform the job. If the supervisor, in consultation with the Office of Human Resources, determines the employee is not performing satisfactorily during the 90 day probationary period, the employee shall be laid off.

Section 15.6. For purposes of this Article, department shall be restricted to a specific site. There shall be no multi-site departments for purposes of this Article.

Section 15.7. Whenever, in the judgment of the College, it is necessary to increase the work force in a department when individuals from that site are on layoff, the laid off employees shall be recalled in order of bargaining unit seniority by site, provided the employee in question has the ability and is qualified (as defined in Section 15.1.1.) to perform the required work satisfactorily, and further provided, the employee accepts the hours, schedule and rate of pay of the available position.

Section 15.8. The College shall give written notification of layoff to the affected employee and to the Union at least fourteen (14) calendar days in advance of the layoff. 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 15.9. Any employee who is laid off or forced to exercise his/her bumping rights under this Agreement, shall have recall rights for a period of one (1) year.

Section 15.10. An employee shall not be considered laid off if he/she has reached the end of his/her assignment. The “end of assignment” is defined by an employee working within a certain number of the hours originally allocated to him/her.

15.10.1 An employee allocated hours on or after the first day of the fiscal year (July 1) and before the first day of fall classes must work within 100 hours of the full number of hours originally allocated him/her to reach the end of his/her assignment. An employee allocated hours on or after the first day of fall classes but before January 1 must work within 75 hours of the full number of hours originally allocated him/her to reach the end of his/her assignment. An employee allocated hours on or after January 1 must work within 50 hours of the full number of hours originally allocated to him/her for the fiscal year to reach the end of his/her assignment.

(a.) For example, if at the beginning of the fiscal year (July 1) an employee is allocated 1040 hours of work and he/she works 940 hours before the end of the fiscal year, he/she has reached his/her “end of assignment” and any subsequent termination will not be considered a layoff. However, if the College desires to reduce by more than 100 the number of hours allocated that employee and the reduction results in a termination, the employee shall be afforded the rights under this Article and the termination will be considered a layoff.

(b.) For instance, if an employee is initially allocated 1040 hours on July 1, and later the College modified that allocation of hours to 780, when the employee has worked the 780 hours, the College shall either allocate more hours for continued employment, or shall lay off the employee. If at the “end of assignment” the College allocates additional hours for the next fiscal year, the employee who was terminated by virtue of the end of assignment will be offered the opportunity to return to work for the College in the same

capacity and on the same assignment that he/she previously held before another individual is employed in that capacity.

ARTICLE 16

DISCIPLINE

Section 16.1. This Article shall apply to all non-probationary employees covered by this Agreement.

Section 16.2. **Just Cause.** The College shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, discharge or written disciplinary action through the grievance procedure. Copies of any disciplinary notices shall be issued to the employee and the Union.

Section 16.3. Disciplinary action will be based on an evaluation of the incident(s) comprising the nature and/or the extent of the violation, previous related infractions and possible extenuating circumstances. The College will apply discipline in a progressive manner: Verbal warning; written warning; suspension/probation; and termination, unless the nature of the offense(s) reasonably dictates greater or lesser discipline.

Section 16.4. All disciplinary actions, including verbal warnings, shall be reduced to writing with copies given to the employee and the Union, with a copy sent to Human Resources for placement in the employee's personnel file.

Section 16.5. Employees subject to discipline, starting with a documented verbal warning, up to and including discharge, shall receive a discipline action form (DAF) specifying the discipline imposed. The specific acts, violations and level of discipline shall be specified on the DAF along with reference to dates, times and places, if possible. The employee shall have the right to attach a written rebuttal to the DAF. The DAF shall be accompanied by a secondary document specifying the employee:

16.5.1. Has the right to representation by their Union representative at each step of the disciplinary procedure.

16.5.2. Shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of their rights under the procedure.

16.5.3. Has the right to object to disciplinary actions by filing a grievance as provided in this Agreement.

16.5.4. Has the right to arrange another date and time to meet if the date and time are not mutually agreeable between their supervisor, the employee and /or Union representative.

Section 16.6. Suspension or Termination

16.6.1. When disciplinary action is initiated where suspension or termination is recommended and prior to invoking a suspension or termination; a notice shall be made in writing and personally served on the employee who is the subject of the pending discipline, or by registered or certified mail, with return receipt, of the scheduling of a due process hearing.

16.6.2. Written notice shall include statement of the charges, proposed disciplinary action, the right to have a Union representative or to decline any such representation, a summary of the evidence being brought against the employee and the date, time and place of the hearing.

16.6.3. The hearing shall be scheduled no earlier than ten (10) work days following giving notice to the employee, but may be held sooner if agreed to by both parties. Absent any extenuating circumstances, the employee's failure to appear at the hearing will result in the waiver of the right to this hearing. The employee may also voluntarily waive this hearing by completing the Due Process Hearing waiver form. The employee will be paid for the time spent at this hearing if the hearing is conducted during their assigned work hours.

16.6.4. An impartial representative shall be appointed by Director of Employee and Labor Relations or designee as hearing officer who is neutral and detached and has not been involved in the incident or investigation giving rise to the discipline.

16.6.5. The employee, or their representative, may make a written request for continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably requested nor denied. A continuance may be longer than forty-eight (48) hours if mutually agreed by the parties.

16.6.6. Tape recording or the attendance of a court recorder shall not be permitted.

16.6.7. The supervisor for the department shall first present the reasons for the proposed disciplinary action. The employee may, but is not required, to give testimony.

16.6.8. After having considered all evidence and testimony presented at the hearing, the hearing officer shall, within ten (10) calendar days of the conclusion of the hearing, submit a written decision to the employee, department director, and Union.

16.6.9. An employee may appeal a demotion, suspension, or discharge to Step 5 of the grievance procedure. However, such appeal does not prohibit the employee's department from implementing the suspension or termination of the grievant.

16.6.10. In the event the Administration finds it necessary to remove an employee from the College property before the Due Process Hearing, the employee may be suspended with pay pending this hearing.

Section 16.7. All verbal warnings and written warnings shall cease to have force and effect after twelve (12) months from their date of issuance. Suspensions shall cease to have force and effect after twenty-four (24) months from their date of issuance if there is no other discipline for related infractions imposed during that period.

Section 16.8. Disciplinary actions that no longer have force and effect shall not be used to determine any subsequent disciplinary action against the employee. All disciplinary actions shall be permanently retained in the employee's personnel file.

Section 16.9. Verbal and written warnings may only be grieved through Step 4 of the grievance procedure of this Agreement.

Section 16.10. A disciplinary matter may be settled at any time. The term of the proposed settlement shall be reduced to writing with copies forwarded to the Union. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. An employee who declines representation shall do so in writing. The Union shall be notified of all potential and final settlements. A settlement entered into by an employee shall be final and binding on all parties.

Section 16.11. For attendance related infractions only, and with the prior approval of the Office of Human Resources, a suspension may be imposed with pay but shall count in the employee's disciplinary record for subsequent progressive discipline as an unpaid suspension. If an employee is terminated for attendance related reasons, the College may unilaterally fill the vacancy created by the employee's termination on those grounds, notwithstanding the job bidding procedures outlined in Section 24.5 of this Agreement.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 17.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the College. The prompt and fair disposition of grievances involves the important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to

protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the College or the Union which tend to impair or weaken the Grievance Procedure are improper.

Section 17.2. A grievance is a dispute or difference between the College and the Union, or between the College and an employee(s), concerning the wages, hours, and working conditions set forth in this Agreement, the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary actions, and when any such grievances arise, the following procedure shall be observed:

Step 1. The employee and the employee's supervisor may meet to attempt to work out the grievance on an informal basis.

Step 2. If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed within ten (10) working days of the event upon which the grievance is based with the employee's supervisor. Within ten (10) working days after the filing of the grievance, a meeting will be held among the supervisor, the Labor and Employee Relations Representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Following this meeting, the supervisor shall issue a written answer to the grievance within seven (7) working days.

Step 3. If the grievance is not satisfactorily settled in Step 2, the employee and/or Union may appeal the Step 2 answer to the Campus President, appropriate Vice President or designee, within seven (7) working days after receipt of the Step 2 response. Such appeal shall be in writing. The Campus President, appropriate Vice President or designee shall schedule a grievance meeting with the employee(s) and if the member(s) so elect(s), a representative of the Union, within seven (7) working days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) working days after the close of the meeting. If the issue could affect other members of the bargaining unit, the Union shall be notified of such meeting and have a right to be present and participate.

Step 4. If the grievance is not satisfactorily settled in Step 3, the aggrieved member(s) and/or the Union may file an appeal with the Vice President for Human Resources of the College or his/her designee within seven (7) working days after the receipt of the step 3 decision. Such appeal shall be in writing. The Vice President for Human Resources or his/her designee shall schedule a grievance meeting with the aggrieved member(s) and/ or the representative of the Union as outlined above within seven (7) working days after the receipt of the appeal and shall render a written response within seven (7) working days after the close of the meeting. A copy of said response shall be sent to the Union Executive Board Member or his/her designee and the Union Administrative Organizer.

Step 5. If the Union is dissatisfied with the Step 4 response, the Union may refer the matter to binding arbitration within ten (10) working days after the next regularly scheduled Delegates Council meeting, but no later than forty-five (45) days following receipt of the Step Four (4) decision.

Section 17.3. The Union shall notify the College of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of five (5) arbitrators from Northeast Ohio to each party and the arbitrators will be chosen and the matter shall proceed in accordance with the Association's then applicable rules and regulations. The parties expressly agree that they prefer Northeast Ohio arbitrators. The fees and expenses of the arbitrators shall be borne equally by the parties. Where an arbitrator cannot be mutually agreed upon, the parties will select an arbitrator using the alternate strike method with a coin toss to determine the party who strikes first.

Section 17.4. In the event a matter proceeds to arbitration, the arbitrator shall have jurisdiction only over the matter(s) submitted. The arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

Section 17.5. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the College and the Union and/or between the College and an employee(s) and by this procedure the Union waives the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the College shall be final, conclusive, and binding on the College, the Union, and the employees. A grievance may be withdrawn by the Union at any time.

Section 17.6. Any grievance in Steps 1 through 4 which is not answered in a timely manner by the College shall be deemed to have been appealed to the next step. The College and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

Section 17.7. In matters of contract interpretation or discharge, a grievance may be initiated at Step 4 hereof.

Section 17.8. There shall be no retaliation or adverse action taken against an employee who files a grievance, regardless of the outcome of the grievance.

ARTICLE 18

NO STRIKE/NO LOCKOUT

Section 18.1. The College and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means

without any interruption of the College programs and operations. Therefore, the Union agrees that during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, hand billing, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Further, the Union agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

Section 18.2. In addition, no member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a bargaining unit member has engaged in any conduct prohibited by this provision is reviewable through the grievance and arbitration process.

Section 18.3. In the event any violation of this provision occurs, upon notice from the College, the Union shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, or other interference with normal College operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately advise members of the bargaining unit to return to their duties at once.

Section 18.4. The College agrees that during the term of this Agreement it shall not lock out any bargaining unit members covered by this Agreement.

ARTICLE 19

TECHNOLOGICAL CHANGES AND RESTRUCTURING

Section 19.1. The College reserves the right to introduce technological changes into the workplace. However, consistent with this right, it is the present 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) calendar 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 with the Union and discuss the effect of such changes on the members of the bargaining unit.

ARTICLE 20

TRAINING AND PROFESSIONAL DEVELOPMENT

Section 20.1. The College agrees to continue to provide opportunities which promote continuing education, training and upgrading of employees. These opportunities shall be designed to enable employees to increase knowledge and skill and advance career goals.

Section 20.2. The Union may advise and consult with the Office of Human Resources on the possible development, content, and format of career advancement programs, courses and workshops to be made available to the bargaining unit employees.

Section 20.3. Attendance at functions such as professional development conferences, seminars, etc., pertaining to an employee's job may be required by the College. Such decisions are within the sole discretion of the College, and attendance by any individual must be approved by the College. In the event the College requires a bargaining unit employee to attend such a function, the College will pay the registration fee, travel and any applicable per diem expenses, and if the function occurs during the employee's working hours, release time. If the function occurs during what are normally non-working hours, then the employee will be paid his/her regular rate of pay or overtime, whichever is appropriate, for the time during which he/she actually participates in such function.

Section 20.4. Employees 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. 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 20.5. Non-Credit Courses. Non-Credit courses shall be covered in accordance with the procedure referenced below. Coverage cannot exceed the employee's and/or dependent's per-term, non-credit limit as defined in this procedure.

20.5.1. Professional Development courses with CEU's, Fire Academy, Police Academy, and Private Security Training will be covered at one hundred percent (100%);

20.5.2. Group lessons and summer camps will be covered at a maximum of fifty percent (50%);

20.5.3. Private lessons are not covered.

20.5.4 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 20.6. Training Bank Program

20.6.1. The provisions set forth in paragraphs (a.) through (e.) shall be discontinued as of June 30, 2013. Bargaining unit members who retire or resign after June 30, 2013 having a balance of accrued credit shall have a maximum of four (4) years up through June 30, 2017 to use the accrued credit. Any unused credit after June 30, 2017 shall be lost.

(a.) Members of the bargaining unit who have completed seven (7) consecutive years of part-time service on or before June 30, 2013 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 credit 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 20.7 Education Fund Money will be made available annually to eligible and qualifying bargaining unit employees for use in defraying tuition costs towards job enhancement courses. A labor management committee shall establish the criteria, conditions and limitations on the receipt of said scholarship dollars, and recommend individual awards. Final discretion will be with the management representatives of the committee. \$10,000 shall be made available each year of the agreement.

ARTICLE 21

NEW JOB CLASSIFICATION

Section 21.1. The Union will be notified of the creation of any new classifications in grades 1 through 11 of the support personnel salary table. The College and the Union shall meet and discuss the inclusion and/ or exclusion of such classification within the bargaining unit and the appropriate wage rate therefore. 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 at Step 4 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 rate which shall be retroactive to the date the College placed the temporary rate into effect. The arbitrator shall be ruled by the criteria set forth in Article 2 on the question of inclusion or exclusion and shall be ruled by pay grades in similar jobs at the College with respect to wage rates.

ARTICLE 22

JOB AUDITS

Section 22.1. Annual Job Audit. A job audit will be requested when the duties and responsibilities of a position need to be changed from those listed in the position description due to major additions of job duties and responsibilities. The type of work being done is the key component as opposed to the volume of work.

22.1.1. At the time of the employee's annual performance evaluation where the employee and supervisor believe the qualifications (refer to 15.1.1) of the position have significantly changed, the supervisor may request a job audit and submit a completed Position Analysis Questionnaire (PAQ) to the Manager, Compensation between August 1st and September 15th of the current fiscal year. Both the Supervisor and Manager, Compensation will review the request and supporting documentation by October 1 of the current fiscal year. The PAQ will reflect changes to the position's knowledge, skill, and abilities which exceed the current job description.

22.1.2. Should the Supervisor and Manager, Compensation find the PAQ does warrant a change in classification or grade, the period of retroactive pay shall go back no further than July 1 of the current fiscal year in which the PAQ was submitted.

22.1.3. Should the Supervisor and Manager, Compensation find the PAQ does not warrant a change in classification or grade, the PAQ will be submitted to the Labor-Management Job Audit Committee (LMAC) for consideration.

22.1.4. A LMAC, consisting of two (2) Labor and two (2) Management members, will review the job audit request for the purpose of determining if the current or new duties are accurately identified in the job description, and the position is appropriately classified. Labor and Management will select its members by October 15th. Committee members will not be directly or personally involved in their own or subordinate's job audit. If the LMAC is unable to make a determination by December 1st regarding an appropriate pay grade by a majority vote, the request shall be automatically forwarded to the Labor-Management Job Audit Appeals Committee (LMAAC).

22.1.5. The LMAAC shall consist of a total of three (3) Labor and three (3) Management members, including two (2) Labor and two (2) Management members of the Job Audit Committee. The LMAAC shall render its decision within thirty (30) days of the date it meets and shall notify the employee and the Union of its decision and its rationale. If the LMAAC is unable to reach a decision by a majority vote the request for appeal shall be considered denied.

22.1.6. An employee for whom a job audit has been requested and conducted may not submit another request until the next annual job audit period.

22.1.7. Should the LMAAC determine that the PAQ does warrant a change in classification or grade, the period of retroactive pay shall go back no further than July 1 of the current fiscal year in which the PAQ was submitted.

22.1.8. Should the LMAAC determine that the PAQ does not warrant a change in classification or grade, the PAQ will be denied, and there shall be no appeal.

Section 22.2. If the employee and supervisor, at time of the employee's annual review, cannot agree that a PAQ submission is appropriate, the employee may then submit their PAQ to the next level of Supervision for review from August 1 to September 15.

22.2.1. The employee's next level of supervision and Manager, Compensation will review the PAQ and supporting documentation and render a decision by October 1. The PAQ will reflect changes to the position's knowledge, skills and abilities which exceed the current job description.

22.2.2. Should the next level of supervision and Manager, Compensation find the PAQ does warrant a change in classification or grade, the period of retroactive pay shall go back no further than July 1 of the current fiscal year in which the PAQ was submitted.

22.2.3. Should the next level of supervision and Manager, Compensation find the PAQ does not warrant a change in classification or grade, the PAQ will be submitted to the

LMAAC (22.1.5) for consideration by notifying the Manager, Compensation within seven (7) calendar days of the decision.

ARTICLE 23

FINANCIAL EXIGENCY

Section 23.1. The College shall have the right to reopen the contract on all economic subject matters based on the Board of Trustees' good faith determination of the existence of a "crisis" financial exigency.

Section 23.2. Such good faith determination of crisis financial exigency will be subject to an expedited review through the grievance arbitration procedure. The administration will endeavor to provide a sixty (60) day notice of its reason to believe that there is a pending crisis financial exigency to the Union and provide that organization with all available information. For the purpose of this section, crisis financial exigency shall be defined as follows:

23.2.1. **That current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College.**

Section 23.3. During the pendency of such "crisis" financial exigency, Article 17, No Strike, No Lockout, shall be suspended.

ARTICLE 24

MISCELLANEOUS

Section 24.1. Personnel Files. Employees will have access to their complete personnel file upon making a written request to the respective campus Human Resources Manager at the campus to which the employee is assigned five (5) workdays in advance of the time they wish to inspect their file. However, letters of recommendation solicited with respect to initial employment or other letters of recommendation subsequently solicited with the consent of the employee will be excluded. If any material is adverse, the employee will be given the opportunity to place an appropriate response in the file. Employees may make a copy of material placed in the file other than from excluded material, return references or letters of recommendation.

Section 24.2. Non-Discrimination. 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 reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, union participation or marital status, including the requirement to refrain from sexual harassment. Furthermore, the College will not discriminate on the

basis of handicap, provided the handicap does not impair the person's ability to substantially perform the work, and employing the handicapped person would not significantly increase the occupational hazards affecting either the handicapped person, other employees, the general public or the facilities in which the work is performed.

Section 24.3. Level 2 Closings. Part-time employees who are scheduled to report or have reported to work on a level 2 closing shall be paid for their scheduled work day if the College is closed because of a level 2 closing.

Section 24.4. Job Posting. The College will post part-time bargaining unit job openings where not impracticable, provided that: (1) the position is authorized for at least eight hundred (800) hours or more per year; or (2) the employee will regularly work sixteen (16) hours per week; or (3) the employee will average 16 hours per week for the allocated period to be covered. The posting will be on the College website for seven (7) calendar days. While the decision to post remains within the College's discretion, the College pledges its good faith in implementing the spirit of this understanding and any concerns regarding this matter shall be addressed in the Labor- Management Committee and is subject to the grievance procedure, but shall not be subject to arbitration.

Section 24.5. Job Bidding. Preference will be given to part-time bargaining unit employees applying for full-time support staff positions over outside candidates provided the part-time bargaining unit employee is equally qualified among all candidates.

Section 24.5.1. Qualified shall be defined as possessing the prerequisite knowledge, skills, abilities, and experience as contained in the job description and position vacancy notice to satisfactorily perform the essential functions of the job. The most current assessment tests created for the position may be used as part of the evaluation of whether the employee is qualified to perform the applicable work.

Section 24.5.2. Part-time bargaining unit employees shall not be considered for part-time promotional positions or full-time support staff positions if the employee has had any verbal warnings or written warnings twelve (12) months from their date of issuance, or any suspensions within the two (2) year period prior to the posting of the vacant position.

Section 24.6. Job Descriptions. The College shall maintain an open central file containing general job descriptions of the work to be performed by employees in the bargaining unit. Upon request, the College shall provide the Union with copies of these 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.

Section 24.7. The College recognizes the importance of a College governance system which seeks and encourages employee input. Therefore, the College agrees to continue a governance system in a manner consistent with past practice, and agrees that, where relevant, the Union will be permitted to recommend the appointment of a proportionate number of bargaining unit members on relevant governance committees. The recommendation shall be considered in good faith by the College. The Union will be advised of the creation of any relevant new committee under the governance system.

Section 24.8. Transfer from Part-Time to Full-Time Status. For purposes of vacation accrual only, part-time employees awarded full-time positions at the College will be given service credit of one-half (1/2) year for all consecutive years of service immediately preceding the full-time assignment. To get credit for a year of service under this provision, an employee must work a minimum of 500 hours for each given year of service. A year shall be defined as from July 1 through June 30. Leaving the employment of the College will negate any prior accumulated years of service.

ARTICLE 25

HEALTH AND SAFETY

Section 25.1. The parties agree to establish a Health and Safety Committee with representation of one (1) member and one (1) alternate appointed by each group from all constituent groups. 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 not less than one (1) per semester. The Committee will make recommendations to the Vice President for Human Resources or his/her designee.

Section 25.2. The College will discuss with the Union any complaint or recommendation concerning safety and health.

Section 25.3. The College agrees to provide a safe working environment in full compliance with all applicable federal, state and local regulations. Employees who feel they are exposed to hazardous or unsafe working conditions should report their concerns to their immediate supervisor and if further assistance is needed, contact should be made with the office of Environmental Services, Plant Operations or Human Resources. Concerns of a general nature may be brought to the attention of the Committee for consideration as necessary.

Section 25.4. If the indoor temperature or air quality in a College facility or department becomes unbearable or causes an employee to be sick or suffer other significant health problems, the employee may be permitted to leave work without loss of pay or benefits with the approval of the

department head, Campus President or designee. Such accommodation can only be granted if it is determined that a physical relocation to resolve the problem is not practical or possible.

Section 25.5. If an employee sustains a work-related injury or occupational disease, she/he shall report the injury/disease to his immediate supervisor and contact the Office of Human Resources to complete required documentation (e.g. incident report, first report of injury form, etc.). The employee should then submit the required documentation to the HR office. The Union may assist an employee in completing the required documentation and upon request of the employee, a copy of the required documentation will be provided to the Union.

ARTICLE 26

DISPATCHERS

Section 26.1. Call Off. The need to provide continuous coverage in Central Dispatch is critical to the safety and security of the College. When dispatchers anticipate being absent from, or late for, their scheduled shifts, they are required to call the appropriate supervisor or designee at least four (4) hours prior to the start of the scheduled shift. Part-time dispatchers who call off will be replaced with part-time dispatchers, whenever possible, by the assignment of the supervisor. The least senior dispatcher on duty will be required to remain on duty until relieved.

Section 26.2. The College will establish a voucher system identifying one (1) approved vendor for Dispatchers to purchase uniform items. Part-time Dispatchers may purchase up to \$190 of uniform items each fiscal year. Uniform item purchases must be made no later than April 30 of each fiscal year.

26.2.1. Upon initial hire, Dispatchers shall receive an initial allotment of uniform items outlined in Appendix B. If the College initiates a change in the uniform allotment items as listed in Appendix B, the College shall furnish the new items at its expense.

26.2.2. During the term of this Agreement Dispatchers may turn in no more than two (2) uniform items damaged in the line-of-duty. A voucher will be subsequently issued to the employee for the cost of item(s) to be replaced. The extent of damage subject to this provision shall be at the judgment of supervision and shall be final and binding and not be subject to the grievance procedure.

26.2.3. Normal wear and tear of uniform allotment items are replaced and repaired from the Dispatcher's uniform allowance.

Section 26.3. Training. The College agrees to provide and schedule required training to dispatchers to allow for appropriate certification including, but not necessarily limited to, the following: L.E.A.D.S. (Law Enforcement Automated Data Systems); R.E.D.S.S. (Regional Enterprise

Data Sharing Systems); and APCO (Association of Public Safety Communication Officials) training. Ongoing training will be provided by the College as needed to maintain appropriate dispatch functions, as deemed necessary by the College.

Section 26.4. Policy and Procedure Manuals. The College will provide each dispatcher with copies of appropriate departmental policy and procedure manuals, including the Dispatcher Policy and Procedure Manual. Current job duties and responsibilities will be included in the Dispatcher Policy and Procedure Manual. An additional copy of all appropriate manuals shall be available in the Central Dispatch Area.

ARTICLE 27

LABOR MANAGEMENT COMMITTEE

Section 27.1. A Joint Labor-Management Committee shall be established to meet for a maximum of two (2) hours, on a monthly basis, to discuss matters of mutual concern. 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. In order to call a meeting, either party must submit a notice of intent to meet setting forth a written agenda of the matters to be discussed.

ARTICLE 28

PERFORMANCE EVALUATIONS

Section 28.1. Performance evaluations shall be completed on an annual basis. The performance evaluation form shall be filled out by the supervisor and, after being discussed with the employee, signed by the supervisor and employee. In addition, any meritorious service or awards received by the employee during his evaluation period shall be noted on their performance evaluation.

Section 28.2. The completed performance evaluation form will be discussed with the employee. Following a discussion with the supervisor concerning the performance evaluation, the employee will be granted the opportunity to prepare a statement that the employee 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 the employee signs the form. The employee's signature does not indicate agreement with the content of the evaluation. However, employees have the right to make written objections to their evaluation for inclusion in their personnel files.

Section 28.3. Where the employee requires skill improvement in a job related area, this shall be recorded on the performance evaluation form. The College agrees to provide, based upon

department resources, training opportunities aimed at enhancing employee's job related skills. The performance evaluation form will serve as a basis for identifying training needs and opportunities.

Section 28.4. Where employees are assessed by their supervisors as performing below expectations during the performance evaluation period, the supervisor shall complete a mid-year evaluation to highlight performance deficiencies. This evaluation will be reviewed and signed by the employee. The supervisor shall provide the employee with a set of performance objectives for the remainder of the performance evaluation period.

ARTICLE 29

LEGALITY

Section 29.1. It is the intent of the College and the Union that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section or clause is adjudged to be unlawful, and if the Union so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE 30

BACKGROUND CHECKS

Section 30.1. 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 or laterally transferred into the following departments:

- 30.1.1. Enrollment Center
- 30.1.2. Financial Aid & Scholarships
- 30.1.3. Campus Police and Security Services
- 30.1.4. Student Accounting
- 30.1.5. Departments with jobs that involve handling money, access to confidential information, or other such positions that may be identified which involve handling money or access to confidential information.

Section 30.2. Any new or reclassified position that requires an employee to handle significant amounts of money or allows the employee access to confidential financial information of

College personnel, or any new or reclassified position involving child care, may be subject to a criminal background check. Notices of background checks as a condition for applying for any vacancy shall be included in the vacancy announcement.

Section 30.3. Except for broader checks required by state or federal law, background checks will search for any felony conviction within seven (7) years from the time of the check.

Section 30.4. If a background check is performed on an employee, the employee shall sign a release allowing the background check and relieving the College from any liability for performing a background check. If the background check reveals information that would affect an employee as provided in paragraphs 29.5 and 29.6 below, the employee will be notified of the background check and of their right to request and be provided with 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.

Section 30.5. If the employee's background check reveals a felony conviction the employee may be discharged.

Section 30.6. If the employee's felony conviction is one that could create potential liability on behalf of the College for negligent retention, the College and the Union shall consult about the issue and resolve it in a way that minimizes the College's liability for negligent retention.

ARTICLE 31

MEDICAL FLEXIBLE SPENDING ACCOUNT

Section 31.1. **For the contract period of July 1, 2011 to June 30, 2012,** the College will continue to make available a medical flexible spending account for each bargaining unit member who worked at least 975 hours in the prior fiscal year. Each eligible employee's account will be funded in the subsequent year with \$200 per year, which can be used by the employee to defray the costs of eligible medical expenses. The \$200 is forfeited if it is not used before the end of the calendar year.

Section 31.2. **For the contract period of July 1, 2012 to June 30, 2013,** the College will continue to make available a medical flexible spending account for each bargaining unit member who worked at least 975 hours in the prior fiscal year. Each eligible employee's account will be funded in the subsequent year with \$200 per year, which can be used by the employee to defray the costs of eligible medical expenses. The \$200 is forfeited if it is not used before the end of the calendar year.

Section 31.3. **For the contract period of July 1, 2013 to June 30, 2014** the medical flexible spending account shall be eliminated. Refer to Side Letter of Agreement, SL-5.

ARTICLE 32

SUBCONTRACTING

Section 32.1 In the event the College subcontracts work, the College will first give the Union thirty (30) days advance notice of an intention to subcontract bargaining unit work during which time the College and the Union will meet to negotiate with regard to the decision and its effects; however, if the College and Union do not reach agreement during this thirty (30) day period, the College retains the sole and unrestricted right to unilaterally implement its decision to subcontract bargaining unit work; however, upon such implementation, the Union retains the right to strike pursuant to all applicable laws, the no-strike provision of this contract notwithstanding.

ARTICLE 33

DURATION

Section 33.1. The parties recognize that this Agreement totally supersedes and integrates all wages, hours, benefits, and terms and conditions of employment existing between the parties. Furthermore, the parties acknowledge that each had ample opportunity to submit proposals and bargain over all negotiable matters and that this Agreement shall be the sole source of any and all rights and/or claims regarding wages, hours, benefits or other terms and conditions of employment. Where this Agreement is silent on a wage, hour, benefit and term or condition of employment, the College may act with discretion consistent with applicable law. Where no applicable law exists, the College reserves the right to act at its discretion.

Section 33.2. This Agreement shall be effective July 1, 2011 to 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 intent to negotiate on any or all of its provisions.

Section 33.3. 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.

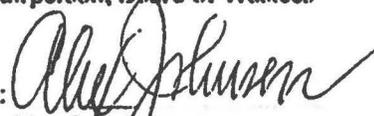
IN WITNESS WHEREOF, the parties have hereunto set their hands.

CUYAHOGA COMMUNITY COLLEGE
DISTRICT

DISTRICT 1199 WALKYARD SERVICE
EMPLOYEES INTERNATIONAL
UNION (SEIU) THE HEALTHCARE &
SOCIAL SERVICE UNION (CW/CU)

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

By:  
Becky Williams, President

By: 
Dr. Alex Johnson,
College President

By: 
Ms. Judith McMullen,
Vice President, Human Resources

By: 
Mr. Gary Berkowitz,
Director, Employee & Labor Relations

Date Signed: _____

APPENDIX A-1

CUYAHOGA COMMUNITY COLLEGE
1199 BARGAINING UNIT
SALARY SCHEDULE

Effective July 1, 2011

GRADE											
Step	01	02	03	04	05	06	07	08	09	10	11
12	\$10.68	\$14.55	\$16.86	\$17.77	\$19.16	\$20.55	\$22.20	\$23.89	\$26.45	\$28.36	\$30.56
11	\$10.40	\$14.18	\$16.44	\$17.33	\$18.67	\$20.04	\$21.62	\$23.31	\$25.76	\$27.65	\$29.81
10	\$10.16	\$13.85	\$16.06	\$16.90	\$18.23	\$19.57	\$21.11	\$22.76	\$25.10	\$26.98	\$29.07
9	\$9.91	\$13.53	\$15.66	\$16.50	\$17.79	\$19.10	\$20.59	\$22.18	\$24.52	\$26.32	\$28.38
8	\$9.68	\$13.19	\$15.26	\$16.08	\$17.34	\$18.63	\$20.13	\$21.59	\$23.91	\$25.67	\$27.66
7	\$9.42	\$12.86	\$14.91	\$15.69	\$16.91	\$18.17	\$19.62	\$21.08	\$23.33	\$25.02	\$26.99
6	\$9.21	\$12.53	\$14.54	\$15.29	\$16.51	\$17.73	\$19.15	\$20.56	\$22.78	\$24.40	\$26.32
5	\$8.96	\$12.21	\$14.16	\$14.93	\$16.11	\$17.30	\$18.66	\$20.04	\$22.21	\$23.84	\$25.68
4	\$8.74	\$11.94	\$13.83	\$14.56	\$15.71	\$16.88	\$18.22	\$19.57	\$21.62	\$23.24	\$25.05
3	\$8.51	\$11.66	\$13.52	\$14.20	\$15.31	\$16.45	\$17.77	\$19.10	\$21.11	\$22.66	\$24.48
2	\$8.31	\$11.35	\$13.18	\$13.86	\$14.95	\$16.06	\$17.33	\$18.63	\$20.58	\$22.10	\$23.87
1	\$8.11	\$11.08	\$12.85	\$13.54	\$14.58	\$15.66	\$16.90	\$18.17	\$20.07	\$21.56	\$23.27

APPENDIX A-2

**CUYAHOGA COMMUNITY COLLEGE
1199 BARGAINING UNIT
SALARY SCHEDULE**

Effective July 1, 2012

	GRADE										
Step	01	02	03	04	05	06	07	08	09	10	11
12	\$10.89	\$14.84	\$17.20	\$18.13	\$19.54	\$20.96	\$22.64	\$24.37	\$26.98	\$28.93	\$31.17
11	\$10.61	\$14.46	\$16.77	\$17.68	\$19.04	\$20.44	\$22.05	\$23.78	\$26.28	\$28.20	\$30.41
10	\$10.36	\$14.13	\$16.38	\$17.24	\$18.59	\$19.96	\$21.53	\$23.22	\$25.60	\$27.52	\$29.65
9	\$10.11	\$13.80	\$15.97	\$16.83	\$18.15	\$19.48	\$21.00	\$22.62	\$25.01	\$26.85	\$28.95
8	\$9.87	\$13.45	\$15.57	\$16.40	\$17.69	\$19.00	\$20.53	\$22.02	\$24.39	\$26.18	\$28.21
7	\$9.61	\$13.12	\$15.21	\$16.00	\$17.25	\$18.53	\$20.01	\$21.50	\$23.80	\$25.52	\$27.53
6	\$9.39	\$12.78	\$14.83	\$15.60	\$16.84	\$18.08	\$19.53	\$20.97	\$23.24	\$24.89	\$26.85
5	\$9.14	\$12.45	\$14.44	\$15.23	\$16.43	\$17.65	\$19.03	\$20.44	\$22.65	\$24.32	\$26.19
4	\$8.91	\$12.18	\$14.11	\$14.85	\$16.02	\$17.22	\$18.58	\$19.96	\$22.05	\$23.70	\$25.55
3	\$8.68	\$11.89	\$13.79	\$14.48	\$15.62	\$16.78	\$18.13	\$19.48	\$21.53	\$23.11	\$24.97
2	\$8.48	\$11.58	\$13.44	\$14.14	\$15.25	\$16.38	\$17.68	\$19.00	\$20.99	\$22.54	\$24.35
1	\$8.27	\$11.30	\$13.11	\$13.81	\$14.87	\$15.97	\$17.24	\$18.53	\$20.47	\$21.99	\$23.74

APPENDIX A-3

**CUYAHOGA COMMUNITY COLLEGE
1199 BARGAINING UNIT
SALARY SCHEDULE**

Effective July 1, 2013

	GRADE										
Step	01	02	03	04	05	06	07	08	09	10	11
12	\$10.89	\$14.84	\$17.20	\$18.13	\$19.54	\$20.96	\$22.64	\$24.37	\$26.98	\$28.93	\$31.17
11	\$10.61	\$14.46	\$16.77	\$17.68	\$19.04	\$20.44	\$22.05	\$23.78	\$26.28	\$28.20	\$30.41
10	\$10.36	\$14.13	\$16.38	\$17.24	\$18.59	\$19.96	\$21.53	\$23.22	\$25.60	\$27.52	\$29.65
9	\$10.11	\$13.80	\$15.97	\$16.83	\$18.15	\$19.48	\$21.00	\$22.62	\$25.01	\$26.85	\$28.95
8	\$9.87	\$13.45	\$15.57	\$16.40	\$17.69	\$19.00	\$20.53	\$22.02	\$24.39	\$26.18	\$28.21
7	\$9.61	\$13.12	\$15.21	\$16.00	\$17.25	\$18.53	\$20.01	\$21.50	\$23.80	\$25.52	\$27.53
6	\$9.39	\$12.78	\$14.83	\$15.60	\$16.84	\$18.08	\$19.53	\$20.97	\$23.24	\$24.89	\$26.85
5	\$9.14	\$12.45	\$14.44	\$15.23	\$16.43	\$17.65	\$19.03	\$20.44	\$22.65	\$24.32	\$26.19
4	\$8.91	\$12.18	\$14.11	\$14.85	\$16.02	\$17.22	\$18.58	\$19.96	\$22.05	\$23.70	\$25.55
3	\$8.68	\$11.89	\$13.79	\$14.48	\$15.62	\$16.78	\$18.13	\$19.48	\$21.53	\$23.11	\$24.97
2	\$8.48	\$11.58	\$13.44	\$14.14	\$15.25	\$16.38	\$17.68	\$19.00	\$20.99	\$22.54	\$24.35
1	\$8.27	\$11.30	\$13.11	\$13.81	\$14.87	\$15.97	\$17.24	\$18.53	\$20.47	\$21.99	\$23.74

APPENDIX B

List of initial items distributed to part-time dispatchers:

- A. 1 long sleeve shirt
- B. 1 short sleeve shirt
- C. 2 pairs of pants or skirts
- D. 1 name plate
- E. 1 pair of shoes
- F. 1 zipper front sweater
- G. 1 set of collar brass
- H. 1 tie (i.e. female: cross, male: clip-on)
- I. 1 tie clip for male
- J. 1 belt
- K. 1 badge

Side Letter of Agreement

Dental Plan Participation SL-1

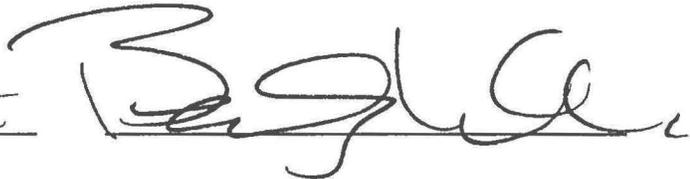
The College agrees to continue to make the group dental insurance benefits available to part-time employees who have worked 500 or more hours during the previous fiscal year. Enrollment in the dental plan will become effective beginning January 1 of each year. The entire cost of this benefit shall be paid through payroll deduction by the individual employee who chooses to participate in the benefit program.

This agreement is subject to the approval of the vendor currently providing the dental insurance coverage for the College.

For the College

For the Union





Date

Side Letter of Agreement

Winter Leave SL-2

The College agrees to make a good faith effort based upon the operational need of the various departments to reschedule hours that would normally be scheduled and worked by an employee during the three day winter closing period. The effort to reschedule hours may occur any time during the fiscal year either prior to or following the winter closing period, however, an effort will be made to schedule such hours during the months of December and January.

The College shall not be required to offer work to an employee for any winter leave day on which an employee would not normally be scheduled to work. This side agreement shall be applicable to those employees hired on or prior to July 1st of each year.

For the College



A handwritten signature in cursive script, appearing to read "G. B. B. B. B.", written over a horizontal line.

For the Union



A handwritten signature in cursive script, appearing to read "B. S. L. C.", written over a horizontal line.

Date

Side Letter of Agreement

Article 20.6 Training Bank Program SL-3

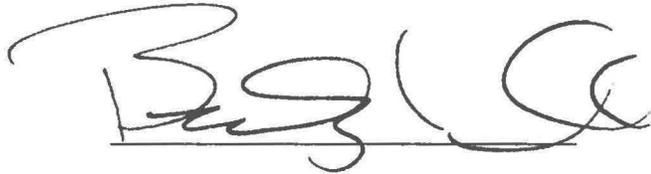
The College will allow tuition remission credits to be utilized for non-credit courses offered through the College's Continuing Education program pursuant to Section 20.6.

For the College



A handwritten signature in cursive script, appearing to read "Ray B. Koutz", written over a horizontal line.

For the Union



A handwritten signature in cursive script, appearing to read "B. G. L. C.", written over a horizontal line.

Date

Side Letter of Agreement

ARTICLE 28

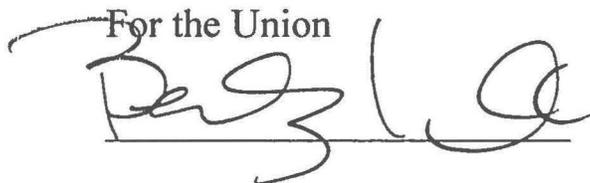
Performance Evaluations SL-4

The Parties agree that there will be one part time bargaining unit member and one additional management representative added to the committee created under the Full time SEIU, District 1199 agreement to review the performance evaluation process and form.

For the College



For the Union



Date

Side Letter of Agreement

ARTICLE 31

Medical Flexible Spending Account SI-5

The Parties agree the Medical Flexible Spending Account provided under Article 31 of this Agreement shall be eliminated effective July 1, 2013. In so agreeing to the elimination of the Medical Flexible Spending Account, each member of the bargaining unit who was employed by the College at the time of ratification of this Agreement will receive a one-time payment of one hundred dollars (\$100).

For the College



For the Union



Date

Side Letter of Agreement

Process To Review Bargaining Unit Job Classification Titles SL-6

Cuyahoga Community College (College) and Service Employees International Union, District 1199, Part-Time Employee Unit, (Union) are Parties to a collective bargaining agreement effective July 1, 2011 through June 30, 2014. This Letter of Agreement (LOA) serves to establish a process to review bargaining unit job classification titles from the previous July 1, 2008 through June 20, 2011 Agreement as arranged under:

1. C-1: Alphabetical List of Bargaining Unit Job Classifications With Full Time Equivalents;
2. C-2: Alphabetical List of Bargaining Unit Job Classifications Without Full Time Equivalents;
3. C-3: Inactive Job Titles

It is agreed and understood by the Parties that Appendices C-1, C-2, and C-3 articulated in the July 1, 2008 through June 30, 2011 Agreement were not included in this July 1, 2011 through June 30, 2014 Agreement due to time constraints in preparing for the printing of this Agreement. The Parties further agree that the job classifications found in the July 1, 2008 through June 30, 2011 Agreement shall remain and be recognized as bargaining unit job classifications in all matters related to this July 1, 2011 through June 30, 2014 Agreement.

It is further agreed and understood that a committee made up of two members appointed from the Union's Labor Management Committee, plus the Manager, Compensation and the District Director, Employee and Labor Relations, or their designees, shall meet as deemed necessary to reconcile and make accurate the bargaining unit job classifications to be separated into their proper Appendices identified above as C-1, C-2, and C-3.

The Parties jointly agree that Appendices C-1, C-2, and C-3 shall be included in the printing of the successor agreement commencing July 1, 2014 in accordance with the Committee's revisions.

IN WITNESS WHEREOF, the parties have caused this Letter of Agreement to be made effective this 30 day of January.

For the Union:

C. B. Glade

For the College:

Garrett Koutz

1-30-14
Date