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AGREEMENT BETWEEN

COLUMBUS STATE COMMUNITY COLLEGE (CSCC)

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

LOCAL NO. 284

EXPIRES: OCTOBER 15, 2017

ARTICLE 1 - AUTHORITY

Section 1. Legal Reference

This Agreement supersedes and replaces all pertinent statutes, ordinances and other rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. Severability

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting at a mutually agreed upon place and time to negotiate alternative language on the same subject matter.

Section 3. Addenda

All addenda attached hereto are hereby incorporated into this Agreement.

ARTICLE 2 - RECOGNITION

The Agreement is made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between Columbus State Community College (CSCC) hereafter referred to as the "College" and the Teamsters Local Union 284 and hereinafter referred to as the "Union." The College hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and conditions of employment. The bargaining unit shall include all full-time College employees in Maintenance, Grounds, and Building Services, as well as all individuals whose names appeared upon the eligible voters list for SERB Case No. 02-REP-04-0073. Excluded from the bargaining unit are all management, supervisory, confidential and all other employees.

Should the College Facilities Management Department create a new classification, the Union may notify the College that it believes the new classification has a "community of interest" with the existing unit and should be included in the unit. The parties shall meet to discuss whether such new classification should be included. In the event the parties are unable to reach agreement, the dispute shall be submitted to the State Employment Relations Board per Chapter 4117 of the Ohio Revised Code.

ARTICLE - 3 AUTHORIZATION FOR DUES

In accordance with the requirements of Section 4117.09(B)(2) of the Ohio Revised Code, upon presentation of a written deduction authorization by the employee, the College shall deduct from the pay due such employee, and turn over to the proper officers of the Union, regular monthly

Union dues, initiation fees, and assessments payable by him or her to the Union, during the period provided for in said authorization.

The Union shall indemnify the College against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purpose of complying with the provisions of this Article.

ARTICLE 4 - FAIR SHARE FEE

Any employee, who is not a member of Local 284, shall pay Local 284, through payroll deduction, a contract service fee or fair share and initiation fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of Local 284, nor shall the fee exceed the dues paid by members of Local 284 in the same bargaining unit. Local 284 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit, who are members of Local 284, less each non-member's proportionate share of the amount of Local 284's dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of Local 284's use of such fee, deductions shall continue, but Local 284 shall place the funds in an interest bearing escrow account until a resolution of the challenges is reached pursuant to the provisions of Section 4117.09(C) of the Ohio Revised Code and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide annually to the Employer, a copy of the fair share fee rebate procedure.

ARTICLE 5 - MANAGEMENT RIGHTS

Except to the extent expressly abridged only by specific Articles and Sections of this Agreement, the College reserves, retains, and possesses, solely and exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the College, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of all operations;
4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, reduce in force, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College;
10. Determine the location and number of facilities;

11. Determine and manage its facilities, equipment, operations, programs and services and
12. Determine and promulgate the standards of quality and quantity and work performance to be maintained.

ARTICLE 6 - UNION BUSINESS

Section 1. Union Representatives

The Union business agent and other representatives of the Union shall be admitted to College facilities for the purpose of processing grievances or attending joint meetings for the purpose of administering the contract.

Duly authorized representatives of the Union will be permitted to visit College premises at reasonable times for the purpose of transacting any other relevant business of the Union; however, such visits shall be limited to the purposes of determining whether provisions of this Contract are being observed. The College will make reasonable efforts to accommodate such requests, giving due regard to the nature of the matter, safety, and its own service needs.

A steward of the Union will be permitted to convene a meeting with new hires of the Facilities Management Department at the monthly orientation for new hires for the purpose of explaining the Union contract and the benefits of being a member. Such meeting shall be at the end of the orientation program and during the workday.

Representatives who are not College employees shall be subject to all regulations of the College applicable to non-employees. Such visits shall not interfere with the work of any employee or the operation of the Facilities Management Department thereof. Upon arriving on campus the Representative shall first sign in at the Human Resource Department before conducting any business.

Section 2. Union Stewards

The Union may select a minimum of one (1) Union steward with one (1) alternate steward. In the event that the Union steward does not work out of the College's Columbus Campus, the alternate steward shall work out of the Columbus Campus and shall handle all Union business on the Columbus Campus that requires a Union steward.

By January 31st of each year or upon subsequent changes, the Union shall provide a list of the name(s) and assignments of each steward to the College's Human Resources Department. The list shall be kept current by the Union at all times.

If a steward's name is not listed, he or she will not be granted time away from his or her job. Stewards involved will be permitted reasonable time off from their jobs with pay to be present at a grievance hearing, and will be permitted reasonable time during duty hours without loss of pay or benefits to investigate and process grievances.

In no event will a grievant or his or her steward receive overtime payment to engage in activities covered by this Section or otherwise to conduct Union business. However, the parties will attempt to schedule grievance hearings at Steps 2 and 3, as called for in Article 30 during the grievant's work hours so the grievant or his or her steward can be in attendance.

The aggrieved employee may request a steward, and the steward must request time away and must inform his or her immediate supervisor of the grievant's name and location. Such requests shall not be unreasonably denied. Where the normal Union steward is absent, the alternate steward shall process the grievance.

Section 3. Negotiations

The College shall make provisions so that Union bargaining unit members, selected by the Union as representatives on their negotiating committee, shall participate in negotiations during duty time. To this end there may be a need to reassign an employee(s) to accommodate this provision.

Upon advance approval by the Director of Facilities Management or his designee, 8 hours of time off shall be granted for negotiating committee members, designated in advance, during the last sixty (60) days of this Agreement prior to the termination date specified in Article 45, Duration, (exclusive of any extensions).

Section 4. Bulletin Boards

A Union bulletin board shall be provided in a conspicuous place (i.e. the break room) by the College and shall be used by the Union for posting legitimate, business related notices.

Section 5. Duplication and E-mail Access

The Union may use the College's e-mail for the purpose of the administration of this Agreement and solely for Physical Plant employees in the bargaining unit.

ARTICLE 7 - SUBCONTRACTING

The College intends to utilize bargaining unit employees to perform work that they normally perform. However, the College reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, programmatic benefits or other related factors. The College will notify the Union 30 days prior to contracting out new bargaining unit work, and representatives of the parties shall meet and confer about the subcontracting decision after there has been full disclosure by the College and an exchange of relevant information.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

There shall be no strike/no lockout during the term of this Agreement pursuant to Ohio Revised Code Chapter 4117.

ARTICLE 9 – INTERRUPTION OF COLLEGE OPERATIONS

The Board of Trustees or President of the College, or designee, has the sole authority and responsibility to interrupt all or a specific part of the operations or declare an emergency for the College.

Section 1. Declared Emergencies

In the case of a declared emergency, pursuant to R.C. 3345.26, all College employees are considered essential employees of the College and must report to work, unless notified otherwise by an authorized College official. Mitigating circumstances will be considered on a case-by-case basis. Essential employees who work will be paid at time and one-half for hours worked during a declared emergency; however, bargaining unit members will be compensated under Section 2 of this Article 9 for emergencies declared pursuant to R.C. 3345.26 for weather-related reasons if the declared emergency involves a College Closure, as defined below, lasting less than three working days.

Section 2. Temporary Interruption of Operations

In the event of a College Closure, as defined below, for a weather-related or other short-term occurrence that is not an emergency declared under Section 1 of this Article 9, all regularly scheduled and other bargaining unit members must report to work or remain at work, unless specifically directed otherwise by their supervisor. Employees who live in or who must use roads to get to the work at the College living in counties where the Sheriff has declared a Level III snow emergency and has closed the relevant roads are not expected to report to work. Employees who fail to report to work, where the Sheriff has not declared a Level III snow emergency and has not closed the relevant roads will be subject to disciplinary action. Mitigating circumstances will be considered on a case-by-case basis. Employees who fulfill their duty to report or to remain at work during a College Closure will be paid at time and one-half their regular rate of pay for hours actually worked during the College Closure.

In addition, full-time employees who fulfill their duty to report or to remain at work during a College Closure will receive leave credited to their Flex Time Leave Bank on an hour-for-hour basis for hours actually worked, not to exceed (8) eight hours of leave. Full-time employees who do not report to or remain at work during a College Closure are not eligible to receive Flex Time Leave; however, employees who do not report to work will receive a day's pay.

Scheduling of this leave will be in accordance with Article 19 – Vacation Leave, Section 1. If an employee does not use all of the Flex Time to which they are entitled, the balance will be paid in the first pay period in January of the following year. No Flex Time Leave will be carried over into the next year, except for Flex Time accrued during Winter Break Closure.

A Cancellation of Classes shall be treated as a regular workday for bargaining unit employees.

Section 3. No Pyramiding

Employees in overtime status shall not be eligible for both premium pay under this Article 9 and overtime under Article 26.

Section 4. Definitions

- a. College-Closure - All functions of non-critical operations are canceled for all or part of a day (this includes all class and office functions) for one or more College locations. If the College Closure encompasses more than one business day, each day will be considered an event. Winter Closure for the days between December 25th and January 1st is covered by Article 18 and is not a "College Closure" or otherwise covered by this Article.
- b. Cancellation of Classes: Where classes are cancelled but the College remains otherwise substantially in operation. A Cancellation of Classes is not a College Closure; it is a normal workday for bargaining unit members.
- c. Declaration of Emergency: A state of emergency declared by the College's Board of Trustees or its President, pursuant to 3345.26, when there is a clear and present danger of disruption of the orderly conduct of lawful activities at such college or university through riot, mob action, or other substantial disorder.

ARTICLE 10 – PROBATIONARY PERIOD

Section 1. Requirement to Serve Probationary Period

Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as full-time bargaining unit employees. However, if a full-time bargaining unit employee leaves the employment of the College, and is rehired into a bargaining unit position within thirty (30) days of the termination of his employment, the employee will not serve a probationary period.

Section 2. Length of Probationary Periods

The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the College and shall continue for a period of 180 days.

In the event the College believes that the probationary employee is not meeting the minimum acceptable performance standards, the probationary period may be extended by the College by a period of up to 120 days provided the College indicates to the employee and the Union the reasons for the extension.

A probationary employee who has lost work time due to illness or injury for more than five (5) work days (cumulative) shall have his probationary period extended by the length of the illness or injury.

Section 3. Appeals by Probationary Employees

A probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum.

ARTICLE 11 – LABOR – MANAGEMENT COMMITTEE

It is the objective of the College and the Union to maintain the highest standards of professionalism and cooperative contract administration. Therefore, the Labor – Management Committee is established to achieve these ends.

The Committee shall have equal representation. Each side may be comprised of up to three employees, and shall meet at least quarterly, or more frequently, with reasonable notice to the other party. The Labor – Management Committee meetings and agenda items shall be initiated by a letter from the Vice President of Human Resources/designee to the Union representative or from the designated Union representative to the Vice President of Human Resources/designee. Agenda items will be discussed and agreed by these representatives prior to the meeting. Items in addition to those on the agenda may be discussed by mutual agreement. No agreement may be reached on any matter that would alter in any way the terms or conditions of this Collective Bargaining Agreement unless such agreement shall be signed and dated by each party's designated representative, and presented to the appropriate constituents pursuant to their respective requirements for approval. Specific grievances shall not be the topics of the Committee.

ARTICLE 12 – HEALTHCARE COMMITTEE

Due to the cost and complexity of healthcare and its implications for the entire College community, the College has created the College Healthcare Committee. The purpose and charge of this Committee is to study and research different facets of healthcare to advise the College as to its choice in healthcare plans.

Responsibilities of this Committee include, but are not limited to the following:

1. Monitor the operations, service, and any problems with the current vendor;
2. Review benefit options from current and competitive vendors;
3. Study and propose methods to reduce the experience rate of the College;
4. Review bids of the vendors;
5. Promote wellness campus-wide;
6. Gather and analyze healthcare data; and
7. Develop a consensus among the Committee members and make a recommendation to the President for consideration.

The Committee may have two members representing the Staff, two Administrators and two members from each Union. The Teamsters Business Representative may be invited to attend a meeting to present information on health care plans and related costs to the Committee. The Vice

President of Human Resources/designee shall chair the Committee. The Committee shall meet at least quarterly and may consult with others who have the expertise needed for the work of the Committee.

ARTICLE 13 – HEALTH AND SAFETY

Section 1. Mutual Concern

Occupational safety and health is the mutual concern of the College, the Union, and the employees. The Union will cooperate with the College in encouraging employees to comply with applicable safety rules and regulations.

Section 2. Compliance

Employees shall comply with applicable departmental safety rules and regulations and shall be required to utilize all personal protection equipment provided for them by the College. When the College establishes new work, safety and health rules, the Union will be notified.

Section 3. Duty to Report

All employees shall promptly report unsafe conditions or equipment to their supervisors. If the supervisor does not abate the problem, the matter will be reported to the Director of Facilities Management/designee. No disciplinary action shall result from reporting unsafe conditions. The Director of Facilities Management/designee shall attempt to abate the problem or will report to the employee or his/her representative within five days the reasons why the problem cannot be abated in an expeditious manner.

Employees shall promptly report any on-duty injury or illness to his/her supervisor. The employee shall complete the appropriate report forms and submit the reports to the Human Resource Department.

Section 4. Unsafe Equipment

The College will not knowingly instruct an employee to operate unsafe equipment. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe equipment. If a disagreement arises between the employee and his/her supervisor concerning the condition of a particular piece of equipment, the Director of Facilities Management/designee shall be notified and the equipment shall not be operated until the Director/designee has inspected said equipment and deemed it safe for operation. Any question concerning the propriety of policies/procedures may be resolved in the grievance procedure.

Section 5. Mandatory Tuberculosis Screening

Mandatory tuberculosis screening may be conducted annually for all employees. Based upon risk assessment, employees may require more frequent testing. Additional testing will be based upon

Center for Disease Control (CDC) guidelines. The College will hold the employee harmless from any cost incurred as a result of additional tests or x-rays incurred as a result of a positive test.

ARTICLE 14 – MEDICAL EXAMINATION

Section 1. Examination – General

The College may require medical examination of employees to determine their ability to perform essential duties of the position or as permitted by law.

Section 2. Examination – Appeals

The College may require an employee to take an examination, conducted by a physician or psychiatrist, to determine the employee's physical or mental capability to perform essential duties. The cost of such examination shall be paid by the College.

If the employee disagrees with said determination, the employee may be examined by a physician of the employee's choice at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the parties to this Agreement whose decision shall not be appealable to the grievance procedure. The third physician's cost shall be borne equally by the employee and the College unless the College requests the third opinion, in which case the College shall pay for the third opinion.

ARTICLE 15 – SICK LEAVE

Section 1. Sick Leave Policy

The College recognizes that from time to time employees will need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury or pregnancy. Sick leave may also be used for death, illness, or injury to a member of the employee's immediate family. Sick leave shall be paid at the employee's regular rate of compensation.

Section 2. Definitions

Immediate family, for the purpose of this section, is defined as parent, sibling, grandparent, child, spouse, parent-in-law, grandchild, stepparent, stepchild, a legal guardian or other person who stands in the place of a parent.

Section 3. Sick Leave Accrual

Full-time employees in an active pay status will accrue sick leave at a rate of ten (10) hours per month. Time for sick leave may be accumulated without limit.

For purposes of accumulating sick leave hours, "active pay status" is defined as hours worked and any paid time such as: vacation, sick, personal business leave, holidays, and court service. It shall not include unpaid time off.

Section 4. Use of Sick Leave

Sick leave may be taken in increments equal to the minimum time increment recognized by the College's payroll system. In any situation where an employee is absent due to illness, the employee must contact the immediate supervisor or other designated person prior to the start of each scheduled work shift to be missed, unless there are extraordinary circumstances. If an employee is absent from work and on sick leave, that employee continues to earn sick leave credit as if he/she were at work.

If an employee is absent from work due to a work-related injury and receives lost-time compensation from the Bureau of Workers' Compensation, that employee is not eligible to utilize sick leave or receive pay from the College for that absence or any subsequent related absence for which he/she receives lost-time compensation.

Section 5. Carry Over and Conversion

Full-time employees who, at the time of their disability or service retirement, have ten or more years of service with the College or any agency of the State or any of its political subdivisions, may convert their accrued but unused time for sick leave to monetary compensation. An employee of the College, having prior public service with state government or any political subdivision thereof, is entitled to transfer any unused sick leave credit received from his prior service, provided the College receives written verification of such prior service from such prior public employer. In order to be eligible for this payment, the employee must retire directly into a state retirement system from active employment with the College. New employees hired after January 1, 2003 shall not be eligible to cash out transferred sick leave.

One-fourth (1/4) of the accumulated sick leave earned as an employee of the College to a maximum of forty-five (45) days may be converted to a cash payment at the time of retirement, based upon the employee's rate of compensation at the time of retirement. The payment for sick leave under this policy eliminates for all time the sick leave credit of the employee at the time of retirement, and such payment will be made only once.

The same pay out arrangement shall be made to the full-time employee's spouse or estate upon the death of an employee who was actively employed by the College, if the employee was eligible for retirement.

If an employee's sick leave use meets the conditions of family and medical leave, the absence will also be counted as family and medical leave in compliance with the Family and Medical Leave Policy.

Section 6. Sick Leave While on Vacation

If an employee becomes injured or ill while on scheduled vacation and that injury or illness confines him or her to a hospital or a residence, the employee may opt to charge his or her time

away to any unused, accumulated sick leave hours. Proper documentation confirming the injury or illness must be submitted to his or her immediate supervisor before such a change can be made.

ARTICLE 16 – INJURY LEAVE

When employees are injured on campus in the course of performing their work duties, the College currently, based on the employee’s injury and related circumstances, makes a business judgment about providing wage continuation for the employee in lieu of Workers’ Compensation. The College hereby agrees to apply the same judgment criteria and practice to any instance in which employees are injured or assaulted in the course of their work duties on the campus.

The College will follow the Transitional Work Policy and Procedure No. 3-38. Early return to work will be determined by the TWP policy and procedure.

For the purposes of this contract “campus” includes all physical facilities that the College owns and operates and the thoroughfares that lead from one facility to another.

ARTICLE 17 – SPECIAL LEAVES

Section 1. Leave Without Pay

The College recognizes that some employees may need to take a leave of absence from their jobs due to:

- Serious illness or disability for which the employee may not qualify for or have sufficient leave under sick leave and/or family and medical leave policies and procedures and related Articles under this contract;
- Personal needs, or
- Professional development purposes

The granting of such unpaid leave is at the sole discretion of the College based on business and operational needs.

A. Definition of Leave of Absence

Leave of absence is defined as an authorized, unpaid, extended absence from employment. There are two types of leaves. Short-term leave is defined as thirty days or less. Long-term leave is defined as more than thirty days but not more than one year.

B. Benefits Continuation

Employees granted a short-term leave of absence will continue to receive all insurance benefits and coverage, as prescribed in this Agreement, for the period of the leave of absence. Employees granted a long-term leave of absence are eligible for the medical and dental insurance benefits, at their own expense, for the period of the leave of absence beyond the initial thirty (30) days or as may be restricted by the insurance carrier.

C. Return to Service

Employees returning from a leave of absence, who have complied with all aspects of the College's Leave of Absence Procedure, will be reinstated in the same or similar position.

D. Failure to Return

Employees will comply with College procedure when requesting or utilizing a leave of absence. Failure to return from a leave of absence on the scheduled date of leave termination, or failure of the employee to abide by the terms of the leave of absence, shall be just cause for discharge of the employee, effective on the day following the last day worked. Benefits eligibility, if any, shall be based on benefits due the employee on the last day worked.

E. Medical Leave of Absence

Upon written application to the College, leaves of absence or renewals thereof without pay including those of thirty (30) days or more, may be granted to each full-time employee who is absent from work and unable to work because of a medically diagnosable, not duty related sickness, injury, or disability. The employee must submit to the College such medical evidence of the cause and duration of the absence, the employee's inability to work, and the employee's ability to resume employment as the College may request. The College reserves the right to refer an employee to a doctor of its choice to obtain information concerning a period of absence. The initial leave of absence, which, under certain extenuating circumstances, may be requested orally but then must be reduced to writing, shall be for an initial period of five (5) days and shall not exceed thirty (30) calendar days and any renewal must be requested in writing prior to the expiration of the leave then in effect.

The duration of each leave of absence and any renewals thereof shall be specifically stated in the request and in the granting of the leave. NO leaves will be granted for a total or continuous period or periods that exceed twenty-six (26) weeks, in any one continuous twelve-month period. Failure of an employee to report for work at the time at which he or she is regularly scheduled to report at the conclusion of the approved leave period will result in termination of employment.

If at any point during the leave, an employee also qualifies for family medical leave, family medical leave will run concurrently with the unpaid leave of absence. The employee will be required to exhaust all sick leave prior to going into unpaid leave of absence status.

A leave of absence without pay for medical purposes means that time previously worked for the College is not lost in computation of length of service and the benefits credited toward any calculation of any applicable paid vacation or sick leave time. An employee on said medical leave also will not be eligible for any holiday falling within this medical leave of absence.

Section 2. Other Forms of Special Leave

The College may grant other forms of special leave because they are considered to be in the best interest of the College and the employee alike.

A. Jury Duty Leave

Leave with pay may be granted to an employee in order that he/she may serve required jury duty. In such cases, all witness or jury fees shall be signed over to the College. In the event the witness or jury fee is \$15.00 or less per day, the employee may retain the fee as a parking and meal allowance.

B. Military Leave

Each employee who is a member of the Ohio organized militia, or a member of the other reserve components of the Armed Forces of the United States, including the Ohio National Guard, shall be granted a military leave of absence provided by the applicable state and federal statutes. The employee must provide evidence of military service.

C. Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 and the 2008 National Defense Act Amendments, family medical leave may be granted to an employee who has been employed for at least twelve (12) months by the College and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested.

The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:

- Because of the birth of a child or placement for adoption or foster care of a child;
- In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform his/her employment functions.
- "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves: (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.
- If a spouse, son, daughter, or parent of the employee is on active military duty or has been notified of an impending call to active duty status, in support of contingency operation.

The leave may be granted for up to a total of twenty-six (26) weeks during a rolling twelve (12) month period for the following reason:

- If the qualifying employee is a spouse, son, daughter, parent or next of kin of a covered service member (as defined in the family medical leave act), who is in

medical treatment, recuperation, or therapy due to recovering from a serious illness or injury sustained in the line of active duty or who is otherwise on the temporary disability retired list, to care for the service member.

The employee must provide the College with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days notice is not possible. The employee must provide the College with certification of the condition from a health care provider.

The College, at College expense, may require a second opinion on the validity of the certification. If this second opinion contradicts the first opinion submitted by the employee, a third opinion, at the College's expense, shall be sought from a mutually agreeable physician, which shall be binding on both the employee and the College.

An employee seeking family medical leave must first use paid sick time before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the College, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks taken because of the birth of a child or placement for adoption or foster care of a child.

D. Professional Development Leave

Professional Development leave may be granted to an employee who has completed a minimum of seven years of full-time service to the College. Subsequent professional development leaves may be granted after a minimum of seven years of additional service after the satisfactory completion of the previous granted leave. Candidates for professional development leave must meet the same deadlines and requirements for leave as noted in the College's policy and procedures manual.

Professional Development leave will generally be granted for a period of one quarter/semester for employees. Special circumstances and opportunities, however, may merit the granting of an extended Professional Development leave not to exceed three quarters/two semesters. Each employee granted Professional Development leave shall receive compensation during his/her leave as follows:

- A. First quarter/semester of leave: One-hundred percent of salary and benefits.
- B. Second quarter/semester of leave: One-hundred percent of salary and benefits.

Monies received by an individual on a Professional Development leave cannot exceed the amount he/she would normally receive in salary from the College. Fellowships, grants-in-aid, or earned income to assist the purpose of the leave may be permissible with prior approval. Compensation from the College will be adjusted

so that total compensation monies will not exceed one-hundred percent (100%) of full salary.

Conditions:

- A. All candidates for Professional Development leave must meet all deadlines and requirements as set forth in College procedure.
- B. Employees granted leave must take the leave the quarter/semester and year for which it is granted. The College reserves the right, however, to grant the requested leave at a time more convenient to the College in light of Department/Division priorities.
- C. Agreed upon products of the professional development experience, written reports, Department/Division/College presentations, instructional materials, etc. must be completed by the date agreed to on the employee's Professional Development leave application.

Continuation of Services:

Employees receiving Professional Development leave are required to return to Columbus State Community College for a period of one year following the leave. Failure to do so shall require that the employee reimburse the College for salary and fringe benefits paid on his or her behalf.

ARTICLE 18 - WINTER BREAK CLOSURE

The College closes annually from December 25 through January 1 for Winter Break Closure. Winter Break Closure is not covered by Article 9—Interruption of Campus Operations and is not a holiday. Bargaining unit members are not expected to report to work during Winter Break Closure, unless specifically scheduled in advance or requested to do so.

In recognition that the College will be closed on four days that bargaining unit members would otherwise be scheduled to work, the College will pay full-time bargaining unit members eight hours of pay at their regular rate of pay for each of these four days.

In the event the College determines that a minimum service level is required during Winter Break Closure, it will post such schedule in accordance with Article 26, Section 2. Full-time bargaining unit members who fulfill their duty to report or to remain at work during Winter Break Closure will receive the greater of their Winter Break Closure pay or hours actually worked. Such employees will also receive leave credited to their Flex Time Leave Bank on an hour-for-hour basis for hours actually worked, not to exceed eight hours of leave.

ARTICLE 19 - VACATION LEAVE

Section 1. Vacation Scheduling

Employees eligible for vacation leave shall submit vacation requests through a standard form available in the Human Resources office and completed by the employee.

Except in the case of an emergency, vacation must be requested in advance and must have the approval of the Director of Facilities Management. The Director of Facilities Management may refuse to grant part or all of a requested vacation if there is an operational need in the Department. The denial of vacation shall not be caused by a lack of adequate staffing.

Section 2. Rate of Accrual for Full-Time Employees

Vacation time is earned on a monthly basis, based upon length of service, except where specified below.

Employees from hire through five (5) years of employment accrue eighty (80) hours of vacation per year at a rate of 6.67 hours per month. Employees may accrue unused vacation up to a maximum of two hundred forty (240) hours or the vacation hours accrued in the last three years, whichever is less.

Employees with six (6) through ten (10) years of employment accrue one hundred-twenty (120) hours of vacation per year at a rate of 10.00 hours per month. Employees may accrue unused vacation up to a maximum of three hundred sixty (360) hours or the vacation hours accrued in the last three years, whichever is less.

Employees with eleven (11) through twenty-four (24) years of employment accrue one hundred-sixty (160) hours of vacation per year at a rate of 13.34 hours per month. Employees may accrue unused vacation up to a maximum of four hundred eighty (480) hours or the vacation hours accrued in the last three years, whichever is less.

Employees with twenty-five (25) years of employment or more accrue two hundred (200) hours of vacation per year at a rate of 16.67 hours per month or a maximum of four hundred eighty (480) hours.

Full-time employees who work less than a 100 percent schedule will receive vacation on a prorated basis in accordance with their length of employment and percent of annual time worked. Part-time employees do not earn vacation.

Section 3. Conversion of Credit Upon Separation

Unused accrued vacation will be paid to employees on separation of employment or retirement or lay off at their current rate of pay.

In the event of an employee's death, such compensation shall be paid to the employee's surviving spouse, or secondarily their estate.

Section 4. Charge of Vacation Leave

Vacation must be taken in increments of one hour.

Vacation can be used with family and medical leave as defined in the Family Medical Leave Policy only after all sick leave has been used.

Section 5. Pay in Lieu of Vacation

Employees who have completed 3 years of service may request pay in lieu of vacation. Employees must first take two (2) weeks (eighty hours) of vacation in a calendar year prior to submitting such a request. Employees may receive payment for up to forty hours of their accumulated balances.

ARTICLE 20 (RESERVED)

ARTICLE 21 – TUITION PROGRAMS

The College encourages employees to develop their knowledge, skills, and abilities. To that end, the College provides both a Fee Waiver Program (FWP) and a Tuition Reimbursement Program (TRP). Administration of this benefit is in accordance with Internal Revenue Code Section 117(d). The employee is eligible based upon the Tuition Reimbursement and Fee Waiver policy.

Section 1. Fee Waiver

The Fee Waiver Program provides employees the opportunity to take credit courses at the College free of charge and provides a 75% fee waiver for spouses and dependent children of employees.

To be eligible for the Fee Waiver Program the following criteria must be met:

1. Employees must currently be on a full-time status employed for a minimum of three months on a full-time basis to qualify for a 100% waiver of eligible fees. Employees who work a percentage of full-time will have their fees waived in proportion to their degree of full-time employment.
2. The spouse and/or dependent children of full-employees employed by the College for a minimum of six months on a full-time status are eligible for a 75% waiver of eligible fees. A dependent child is a biological child, legally adopted child, or lawful stepchild of the employee, who lives in the employee's household, is under 23 years of age, and otherwise meets the definition of dependent as defined by the Internal Revenue Code, irrespective of whether the employee claims the child as a dependent on his or her tax return.

3. In order to be eligible for the Fee Waiver Program, the employee must be employed on the first day of class.

Waived fees include application fees, instructional and general fees, lab fees, proficiency exam fees, non-traditional credit fees, and matriculation fee.

Scheduling of courses should not interfere with the employee's work schedule.

Fee waivers are not extended to employees who are taking an unpaid leave of absence.

Section 2. Tuition Reimbursement

The Tuition Reimbursement Program provides employees the opportunity to take courses related to their employment with the College through accredited colleges and universities. Employees are eligible to participate in the Tuition Reimbursement Program after six months of employment.

To receive reimbursement the following criteria must be met:

1. Employees must be approved for participation in the program 30 days prior to the start of the quarter/semester. Employees must submit official documentation of fees paid and a final grade report.
2. Employees must be employed on the first and last day of the quarter/semester to be eligible for reimbursement.
3. The College will reimburse instructional and general fees for courses taken through accredited colleges and universities up to a maximum of \$6,000 per fiscal year, i.e., July 1 through June 30, unless the College policy changes to a calendar year. Employees must earn a "C" or better or a "pass" in a pass/fail course in order to be reimbursed. Employees who work a percentage of full-time will have their fee waiver maximum calculated in proportion to their degree of full-time employment.
4. Unused funds may not be carried over from one year to the next.
5. Employees are obligated to report other financial assistance. Tuition reimbursement for employees who receive financial assistance from other sources (i.e. scholarships, grants, etc.) will be calculated based on the general and instructional fees not covered by the other sources.
6. Scheduling of courses should take place so that course participation does not interfere with the employee's work schedule.
7. Tuition reimbursement benefits are not extended to employees who are taking an unpaid leave of absence.

ARTICLE 22 – COURT SERVICE

The College recognizes that it is the civic duty of its employees to participate in court service. Therefore, employees shall be paid their regular scheduled pay for the actual time served in court service.

Section 1. Definition

Court service is defined as a situation in which an employee is summoned for jury service or subpoenaed to appear before a court or other legally constituted body authorized by law to compel the attendance of witnesses as a witness, except when the employee is a party to a civil or criminal action.

Section 2. Court Leave

When an employee is summoned or subpoenaed for court service as defined above, he/she will immediately submit a copy of the summons or subpoena to his/her administrator. Court reimbursement of personal expenses, such as transportation, parking costs, and meals made to the employee, need not be turned over to the College. All other payment to the employee shall be turned in to the College business office except as designated below in this section. An employee excused or discharged from court service before the end of the normal work day shall report to work as soon as possible after being excused or discharged.

Section 3. Court Appointed Expert

If an employee is subpoenaed to serve the court as an interpreter or as an expert witness and receives compensation other than personal expenses for this service, the College guidelines will determine the appropriateness of the compensation. With the administrator's approval, working hours may be adjusted in order to fulfill these court requirements while still maintaining the assigned workload within the area of responsibility.

ARTICLE 23 – LEAVE DONATION

Full-time employees may voluntarily donate any form of accrued paid leave to fellow full-time employees who are in critical need of leave due to a catastrophic illness/injury of the employee or his/her immediate family.

Section 1. Definitions

Immediate family for the purposes of this program is defined as child, spouse, parent, and domestic partner.

Catastrophic illness/injury is one that is life threatening and requires an extensive period of recovery.

Section 2. Transfer of Donation

Once leave is donated, it shall not be returned.

Donated leave is paid at the rate of pay of the employee for whom the leave is donated no matter which employee donates the leave. Once an employee qualifies for another leave benefit such as Long-Term Disability, Workers Compensation, or Disability Retirement with one of the retirement systems (School Employees Retirement System), the employee may no longer receive or use donated leave. At no time will an employee be on donated leave for more than 180 days consecutively. Employees receiving donated leave will be considered in a pay status and shall accrue all benefits for which they normally would be eligible.

ARTICLE 24 – HOLIDAYS

Section 1. List of Holidays

The College recognizes and employees will be paid for the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. President's Day - (as determined by the Board of Trustees)
4. Memorial Day - (last Monday in May)
5. Independence Day - (fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veteran's Day - (eleventh of November)
9. Thanksgiving Holidays (2 days) - (fourth Thursday and Friday in November)
10. Christmas Day - (twenty-fifth of December)

For employees who are working other than Monday through Friday schedules, holidays will be observed on the days listed in this section.

For those employees who work a Monday through Friday schedule, if the aforementioned holidays fall on a Saturday, they will be observed on the preceding Friday, if they fall on a Sunday, they will be observed on the succeeding Monday: Independence Day, Christmas Day or New Year's Day.

The employee shall not work the observed holiday unless previously scheduled or called into work. See Article 26 regarding the payment of overtime.

Section 2. Special Holidays

Any special holidays as designated by the College, when College offices are closed for all or part of the day, will also be observed as a holiday under this Article.

Section 3. Holiday Pay

In addition to their regular pay, full-time employees who work on the holiday will receive the number of hours of holiday pay equal to the hours they are regularly scheduled to work on that day at time and one half if they work forty or more hours in the workweek. If an employee is not scheduled to work on a holiday, they receive the regularly scheduled number of hours of pay at their regular rate.

1. If the holiday occurs during a period of approved sick, personal or vacation leave the employee shall not be charged for sick, personal or vacation leave for the holiday. The employee will receive the number of hours they were originally scheduled to work that day as holiday pay.
2. Employees must work their scheduled shift before and after the holiday to receive holiday pay unless they are on approved sick leave, personal leave, or vacation leave.
3. An employee on a leave of absence is in a no-pay status and shall not receive payment for a holiday. An unpaid leave of absence shall neither start nor end on a holiday.

ARTICLE 25 – RESERVED

ARTICLE 26 – HOURS OF WORK AND OVERTIME

Section 1. Work Week

The normal work week for all full-time permanent employees shall be forty hours. The work week shall commence at 0:00 hours on Sunday and end at 23:59 hours on Saturday.

Section 2. Posting of Work Schedule

Each employee shall be assigned to a regular schedule and days off. The regular schedule shall be defined as the assigned schedule. Work schedules shall be posted for a minimum of two weeks in advance of the effective date. If work schedules change, the Director of Facilities Management/designee shall meet with the Union to discuss the changes prior to the posting of a new work schedule. Schedules shall not be unreasonably changed.

The College will schedule employees with consecutive days off.

In the event of a vacancy in an employee's current classification, an employee who has been in his/her classification for at least a year may submit his/her preferences of schedule and days off assignments. An employee with less than one year of service in his/her classification may submit his/her preference of schedule and days off assignment at the discretion of the Director of Facilities Management/designee. The Director of Facilities Management/designee will make shift and days off assignments based on seniority within classification.

In the event the College expands to include additional campuses that require full-time staffing, or in the event of a vacancy, employees may submit their campus work location preference. The

Parties will meet to discuss how locations will be staffed. The Director of Facilities Management/designee will make campus location assignments based on the most senior qualified employee within the classification, based on operational need.

Section 3. Meal Breaks

Employees may be granted an unpaid meal period near the midpoint of each shift. Such meal periods shall be scheduled at the Director of Facilities Management/designee's discretion. Employees who are required by the College to remain in an on-duty status with no meal period shall receive compensation for time worked at their straight time regular rate except when the employee is in an overtime status at which time the employee will be compensated at the overtime rate. This break may be waived by the employee, with mutual agreement of the Director of Facilities Management/designee.

Section 4. Paid Breaks

A paid break of not more than fifteen minutes shall be granted to each employee for every four hours of regularly scheduled work performed except during an unusual situation or emergency created beyond the control of the College. Such rest periods shall be a time detached from lunch periods, the beginning and end of shifts, and although scheduled at the discretion of the Director of Facilities Management/designee, shall be taken near the midpoint of the morning/afternoon when practicable.

Section 5. Eligibility for Overtime

Overtime may be necessary because of the operational needs of the College. It is the sole and exclusive right of the College to determine when overtime is necessary. Employees who work more than forty hours in a one-week period, are eligible for overtime compensation at the rate of one and one-half times his/her regular rate of pay. All overtime must be authorized by the Director of Facilities Management/designee in advance.

For the purposes of calculating an employee's overtime, paid status shall include hours actually worked by the employee and time spent while on paid leaves to include sick leave, vacation leave, Flex Time leave, holidays, and court service.

Section 6. Overtime Procedure

Facilities Management shall maintain a rotation list of all employees that are eligible for overtime within each classification. The list shall be posted on the Union bulletin board and next to all time clocks. The initial list will begin with the employee with the most seniority in the first position. Overtime will be offered first to the qualified employees in the classification who normally perform the work in the order of seniority. If no one accepts the offer, or a sufficient number of employees do not accept the offer, the overtime will be offered to other employees who are qualified in other Facilities Management classifications. After working overtime, that employee's name will be moved to the bottom of the list. New employees will not be added to a list until after they have successfully completed their probationary period except for snow removal or other "all hands" situations.

In the event that no employee or a sufficient number of employees do not accept the overtime opportunity, the Supervisor may mandate overtime for the least senior qualified employee(s) in the bargaining unit who normally performs the work on a rotating basis. When an employee is required to work overtime as a result of this procedure with less than 24 hours notice, the employee will be paid call-in time in addition to pay for hours worked at the overtime rate.

Section 7. Call Back, Call In and On-Call Pay

Employees, who are called to report to work and do report at a time which precedes their scheduled work hours, will be paid a minimum of three hours at the straight time regular rate of pay in addition to actual hours worked at the applicable rate of pay. Time actually worked will be included in the overtime calculations; however, call-back or call-in pay at straight time is excluded from the overtime calculation. Pay under this Section 7 shall not be pyramided with pay under Section 6 unless expressly permitted by Section 6.

Employees will be permitted to volunteer for on-call telephone duty based on seniority and qualifications. The on-call telephone duty assignment will rotate every two weeks. Employees who do volunteer for telephone duty will not be subject to discipline for failing to respond to the call. Employees will not be subject to discipline for not volunteering for on-call telephone duty.

Section 8. Training (Mandatory and In Service)

Any employee attending approved training on his/her normal time off will be compensated for the actual time spent in class. If such training puts the employee in overtime the employee may flex his/her schedule, if approved by a supervisor, or be paid at time and a half.

Employees shall attend training required to maintain employment with Columbus State regardless of being scheduled on their day off; however, employees on a pre-approved vacation will not be required to attend training on a vacation day. Flex Time and sick leave may be excused on a case-by-case basis. Attending training will not effect the employee's position on the rotation list.

Section 9. Holiday Coverage

Work on a holiday will be paid at time and one-half the employee's regular hourly wage rate, in addition to pay for the holiday. In the event that employees are called in on a holiday, the employees will receive call-in pay as described above in addition to pay for the holiday.

ARTICLE 27 – WORK RULES AND POLICIES

The College agrees that any new work rules/policies, which the College may promulgate that affect the employees, shall be reasonable and shall be reduced to writing and a copy posted on a designated bulletin board found in a conspicuous place (i.e. the break room) for each employee to review in advance of the rule's enforcement.

Prior to the issuance of any new work rules or policies the College shall give the Union 30 days to review and provide input. After the Union has had the opportunity to provide input and feedback,

the College may promulgate the new work rules and policies. Any complaint about such new work rules or policies shall be confined solely to the issue of whether or not the new rules/policies have been evenly applied to all employees in similar circumstances unless the Union has objected to the new work rules/policies as being a direct violation of the contract.

ARTICLE 28 – UNIFORMS, EQUIPMENT AND ALLOWANCES

Section 1. Initial Issue

Upon appointment to the College Facilities Management Department, each new uniformed employee shall receive 11 sets of the complete uniform and equipment items. Winter gear, safety glasses, and gloves will be provided as needed.

Section 2. Change in Issuance

Should the College change the required issuance of uniforms, uniform parts, or equipment for the Facilities Management Department, the employees shall be provided the new uniforms, uniform parts, and/or equipment at no cost to the employee.

Section 3. Annual Shoe/Boot Allowance

Each employee shall be paid \$200 per year to purchase the necessary footwear. Each employee shall be paid per calendar year beginning January 1, to purchase the necessary footwear. Such payment will be made in January of each year.

Section 4. Dry Cleaning

The College shall provide uniform cleaning for all employees at no cost to the employee, except for cotton clothing. The Union may provide input into the vendor that provides cleaning services.

Section 5. Lost, Worn or Damaged Uniforms and Equipment

The College will replace or repair any lost, worn or damaged College property or equipment, including employee uniform clothing, provided the loss or damage is not the result of the employee's intentional abuse or gross negligence. The College agrees to provide three (3) additional cotton pants, equaling eleven (11) total.

Section 6. Damaged Personal Property

Personal property, which is damaged in the line of duty, will be repaired or replaced by the College at no cost to the employee, except where such damage or loss was caused by the employee's negligence. Such personal property shall be limited to prescription glasses, contact lenses, dentures and wristwatches. Damaged items shall be turned into the College. The following rules will apply: \$150 maximum per personal item damaged and a \$300 maximum per incident. A report will accompany all requests for reimbursement under this Section.

ARTICLE 29 – INSURABILITY AND DRIVER’S LICENSE REQUIREMENT

Section 1. Purpose

Driving is considered an essential function for all employees in the Facilities Management Department. Therefore, all employees shall possess and maintain an Ohio driver’s license and be insurable by the College’s insurance carrier at all times.

Section 2. Provisions

If an employee loses his/her driver’s license, or becomes uninsurable under the College’s insurance carrier, he/she has a period of sixty days to either obtain an Ohio driver’s license or occupational driving privileges and/or be declared insurable by the College’s insurance carrier or be appropriately bonded equal to the College’s insurance requirement. During this period, the employee will be reassigned to non-driving duties with no reduction in pay. Failure to obtain any of the above requirements within the sixty day period will result in a 5% reduction in salary, unless the employee purchases a high risk rider through the College’s insurance provider. If the employee does not possess a valid driver’s license or becomes uninsurable, the employee may be bypassed on the overtime roster when appropriate. Nothing in this Article precludes the application of Article 31.

Section 3. Notification

Employees are required to notify their supervisor immediately upon the loss of their driver’s license. Failure to notify the immediate supervisor in a timely manner will be considered insubordination.

Section 4. Periodic Verification

Supervisors may periodically verify that an employee has a valid Ohio driver’s license. The College will verify insurability of all employees on a regular basis.

ARTICLE 30 – GRIEVANCE/ARBITRATION PROCESS

Section 1. Purpose

The parties recognize that in the interest of harmonious relations, a procedure is necessary whereby the parties are assured of prompt processing of grievances. The grievance procedure shall be the sole and exclusive method of resolving grievances except where otherwise provided by this Agreement. The parties agree to share reasonable and relevant documents, reports, and witness names to facilitate the resolution of grievances at the initial stage of the grievance procedure.

Section 2. Definitions

- A. **Grievance** – an alleged violation, misinterpretation or misapplication of specific provision(s), article(s), and/or section(s) of this Agreement.
- B. **Disciplinary Grievance** – a grievance involving a discipline, termination or suspension of employment.
- C. **Day** – a calendar day except where otherwise specified. Times shall be computed by excluding the first and including the last day, except that when the last day falls on a Saturday, a Sunday or a College recognized holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or College recognized holiday.

Grievance numbers shall be assigned by the Human Resources Department. The assignment of a number is merely for tracking purposes and shall not be construed as recognition that it is a valid grievance. A grievance under this procedure may be brought by any employee or the Union setting forth the name of the grievant(s). At each step of the grievance procedure, except Step One, the grievant must specify on the written grievance form the specific provision(s) of the Agreement alleged to have been violated and the desired resolution.

When a decision has been accepted by the appropriate parties at any step of this grievance procedure, the grievance shall be terminated. Should the grievant fail to comply with the time limits specified herein, the grievance shall be terminated and considered resolved in favor of the College.

Section 3. Grievance Procedure

The following procedure applies to the processing of all grievances except:

1. Oral and written warning
2. All forms of discrimination (e.g. harassment, sexual harassment, EEO and ADA)
3. Performance appraisal
4. Professional Development

A. Preliminary Step

Prior to filing a written grievance, an employee must attempt to resolve a grievance informally with his or her supervisor or the Director of Facilities Management.

B. Step One – Director/Designee

Should such efforts at the preliminary step fail, the employee may file a grievance with the Director/designee within ten working days of the date on which the employee knows or reasonably should have had knowledge of the event giving rise to the grievance, but in no case later than thirty days after the event. At this step, the employee may be represented by a Union representative if the employee so desires. Within seven days after the employee has met with the Director/designee, the Director/designee shall respond in writing.

C. Step Two – Vice President of Human Resources/Designee

Should the grievant not be satisfied with the written answer received at Step One within seven days after receipt thereof or the date such answer was due, whichever is earlier, the grievance shall be filed with the Vice President of Human Resources. The grievance shall be submitted by serving written notice (including a copy of the grievance and previous answers) presented to the Vice President/designee. Upon receipt of the grievance, the Vice President/designee shall hold a meeting and render a decision within thirty days after the receipt of the grievance. The grievant shall receive notification at least two days prior to the meeting. A Union representative may attend the meeting and shall represent the Grievant if requested.

D. Step Three – Request for Arbitration

The Union may appeal the grievance to Step Three arbitration by filing a written appeal and copy of the grievance form to the Executive Director of Human Resources within fifteen days of the due date of the Step Two receipt or the Step Two answer or the due date, whichever is earlier.

E. Other Procedural Matters

Time Extensions and Step Waivers: The parties may mutually agree to time extensions and the waiving of any step of the procedure. All extensions or waivers must be reduced to writing and signed by both parties.

Disciplinary Grievance Procedures: An employee who wishes to grieve a suspension or discharge shall file such grievance at the Step Three of the grievance procedure within ten days after notification of the intent to be discharged.

Reduction in Force Grievance (RIF): Grievances which arise due to a reduction in force shall be filed at Step Three of the Grievance Procedure within ten days of the notification of such RIF.

Section 4. Arbitration Panel

Within thirty days after this Agreement becomes effective, the College and the Union shall select a panel of four arbitrators. The panel shall be assigned in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement. Either party may notify the other of its intent to terminate an arbitrator. Within five days of receipt of such notification, the parties shall notify the arbitrator by joint letter that his/her services are terminated. The arbitrator shall conclude his/her services by answering any grievances previously heard within forty-five days of such notification. Any successor arbitrator(s) shall be mutually selected by the parties.

Cases will be scheduled in chronological order unless otherwise mutually agreed upon by both parties.

All fees and expenses of the arbitrator and hearing shall be borne equally by the parties except as provided in this Section. The arbitrator shall submit an account for the fees and expenses for arbitration to each party. If one party desires a transcript of the proceedings, the total cost for such transcript shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested. All other costs incurred by each party will be paid by the party requesting the service.

Section 5. Arbitrator Limitations

Only disputes involving the interpretation, application or alleged violation of specific provisions of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.

Section 6. Witnesses and Subpoenas

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code. Upon receiving a request to issue a subpoena, the arbitrator shall contact the other party and hear and consider any objections to the issuance of said subpoena. If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five days prior to the hearing. The arbitrator shall not knowingly subpoena persons to offer repetitive testimony, nor shall he/she subpoena persons who do not have direct knowledge of the incident giving rise to the grievance or whose testimony is not relevant to the grievance.

When the arbitrator determines that so many employees from the same work area have been subpoenaed that the number of subpoenaed employees would impede the ability of the College to carry out its mission or inhibit the College's ability to conduct an efficient operation, arrangements shall be made to take the testimony desired in such a manner to alleviate these concerns. Five days prior to the start of an arbitration hearing, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent", that party will notify the other party ten days prior to the hearing.

Where the intent of the Agreement is determined to be relevant, only the Chief Spokesperson(s) may be called as a witness by a party.

The parties shall assume all costs for witness pay, transportation, meals and lodging for witnesses called by the parties.

Section 7. Issues

Prior to the start of an arbitration hearing, the representatives of the College and the Union shall attempt to reduce to writing the issue to be placed before the arbitrator and any stipulations as may be agreed upon. At the meeting, if the parties cannot agree upon the issue they shall at that time submit separate versions for the issue in writing to each other, and shall submit copies to the arbitrator at the hearing. Where such a statement is submitted, the arbitrator's decision shall address itself solely to the issue presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue.

Section 8. Arbitrator Decisions

The arbitrator shall make all attempts to issue a written decision on the matter within thirty days after the close of the record unless the parties agree otherwise. If the arbitrator is unable to comply

with the 30-day requirement, he or she will contact the parties to advise them of same and to provide an expected timeline.

The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the College, the Union and the employee involved, except as provided in Chapter 2711 of the Ohio Revised Code.

ARTICLE 31 – DISCIPLINE

Section 1. Progressive Discipline

The College is dedicated to the policy of constructive progressive discipline. In general, disciplinary action should be imposed with the intent of giving the employee the opportunity to correct his/her behavior. If the behavior is not corrected, discipline should become increasingly more severe up to and including removal. Certain major offenses warrant severe discipline to include removal on the first offense.

Disciplining employees who violate work rules, policies, and/or established procedures of the College or the Ohio Revised Code is necessary if order, safety, and efficiency are to prevail in the work place.

The objective of imposing disciplinary action is to correct undesirable behavior that adversely affects the work area, other employees, and/or the mission of the College. Disciplinary actions shall be for just cause and shall be administered fairly and consistently throughout the College within the guidelines set herein. The suggested discipline outlined shall also be commensurate with the offense taking into account the severity of the violation(s), mitigating circumstances, and previous disciplinary history.

Progressive discipline may include:

- A. Oral warning
- B. Written warning
- C. Suspension without pay
- D. Removal

In general, it is the philosophy of the College to encourage the use of the Employee Assistance Program where appropriate and at the earliest possible time. Employee Assistance is not considered disciplinary action.

It is also the philosophy of the College to maintain a consistent and constructive approach to discipline; therefore, the following factors will be taken into consideration before corrective action is taken:

- A. The circumstances of the violation;
- B. The severity of the violation;

- C. The employee's work history and disciplinary record;
- D. Previous efforts to correct the problem;
- E. Use of progressively severe discipline for minor infractions.

Section 2. Definitions

- A. **Last Chance Notice:** A formal warning/notice that accompanies any disciplinary action. The last chance is intended to put employee on notice that any subsequent violation(s) of policy, procedure, or practices of the College will result in removal of the employee from his/her position. The last chance is not a mandatory or additional step in the disciplinary process but merely an acknowledgement that removal is pending any further violations.
- B. **Oral Warning:** A memorandum to the employee with a copy to the personnel file recording and documenting the nature of the oral admonishment. The memorandum should include the time, date, and nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.
- C. **Removal:** The involuntary termination of employment with the College based on disciplinary action.
- D. **Suspension:** The loss of a scheduled workday without pay.
- E. **Written Warning:** A memorandum to the employee with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.

Section 3. Process

A. **Internal Administrative Investigation**

It is recognized that as a condition of employment, it is the duty of Facilities Management employees to cooperate with internal administrative investigations. In many instances an inquiry may be initiated without an individual employee as the target of the investigation. During the investigation when the College believes that disciplinary action will result or may result in relation to an individual employee, that employee will be notified prior to any further questioning. At any stage of the investigation, if the employee involved believes that he/she is the subject of the investigation and that the investigation could reasonably lead to discipline, then the employee has the right to ask for Union representation during the questioning.

Any questioning or interviewing of an employee will be conducted at hours during the employee's shift, or immediately before or after the employee's working hours. Such sessions shall be for a reasonable period of time.

Any employee who has been under internal administrative investigation shall be informed of the outcome of the investigation within 14 days of the completion of the investigation.

If the Union agrees to permit/waive the right to representation to another representative chosen by the employee, that representative shall be bound by the process negotiated herein.

If circumstances warrant, the accused employee may be placed on suspension of duties for up to ten workdays without pay by the supervisor where it is necessary to carry out an effective investigation. The President must approve a suspension of duties for more than 10 workdays during the investigation. When the employee is placed on administrative leave, the Director shall provide the employee with the specific allegations and a listing of evidence. If the President decides that discipline is warranted, then the suspension during the investigation phase will be taken into account when serving a formal disciplinary suspension. If the President gives no discipline, then the time served without pay during the investigation will be given back to the accused employee. If the employee is removed from his/her position, there shall be no compensation for the time off during the investigation.

B. Pre-Disciplinary Meeting

If the proposed disciplinary action involves a suspension, an informal meeting will be held with the employee, the supervisor, the Union steward or representative and a representative of the Human Resource Department. At that meeting, the participants will discuss the reasons for the proposed disciplinary action. The employee may tell his/her side of the story. Within 3 business days of the conclusion of that meeting, the employee will be notified of the outcome of the proposed disciplinary action in writing by the supervisor. The employee may have a union representative present at the meeting if he/she chooses. If the employee waives his/her right to Union representation, such waiver must be in writing.

If the proposed disciplinary action involves removal, the employee is accorded a pre-disciplinary meeting (Loudermill meeting) prior to the decision to remove. The purpose of the meeting is to allow the accused employee the ability to tell his/her side of the story as to why he/she should not be removed. The employee will be given at least 3 business days notice before the meeting. In attendance at the meeting will be the recommending supervisor if necessary, the employee, and a representative from Human Resources. The employee may have a designated union representative if he/she requests or sign a waiver indicating the waiver of his/her right to Union representation.

Prior to the Loudermill meeting, the employee will be given a notice of the meeting along with the actual charges, a copy of the evidence and a list of witnesses that the College will use to support the allegations. There shall be no witnesses or testimony at the pre-disciplinary Loudermill meeting. The employee may ask questions to clarify the issues and charges. However, there will be no cross-examination of the employee or the supervisor. However, the Human Resources representative and the Union representative may ask questions of all parties involved.

At the conclusion of the meeting, the Human Resources representative shall write a summary of the meeting and determine if there was a violation of the work rules, policies or procedures. That report shall be sent to the Vice President of Human Resources within

five business days of the conclusion of the meeting. The supervisor, Vice President for that area, and the Vice President of Human Resources/designee shall meet and make a recommendation to the President.

The employee will be notified of the President's decision in writing.

ARTICLE 32 – PERFORMANCE APPRAISAL

Section 1. Purpose of Review

The purpose of employee performance appraisal is to provide an effective communication device to evaluate job performance, set performance goals, and document performance that needs improvement.

Section 2. Appraisal Process

The employee's supervisor will formally communicate expectations and document employee performance with input from the employee. Employee performance appraisal forms will be filled out and reviewed with the employee. The performance appraisal form will be filed with the Human Resources Department with a copy to the employee. The employee shall sign the form, which only signifies that he/she received the form. A signature in no way acknowledges that the employee necessarily agrees with the evaluation. If the employee disagrees with any part of the evaluation, the employee may place a written rebuttal in his/her personnel file that will be attached to the evaluation.

No evaluations of non-probationary bargaining unit members will be conducted under this Article until the College has adopted and reviewed with the Labor-Management Committee a new performance appraisal process.

Section 3. Evaluation Period

Because the main purpose of employee performance appraisal is to improve performance and maintain high levels of results achieved, it is important that employee performance appraisals be conducted on a regular basis. Each employee performance will typically be evaluated annually.

However, a supervisor may choose to do a special evaluation based on a need to correct certain salient deficiencies.

Section 4. Probationary Period

In an effort to assist probationary employees in becoming proficient in their jobs as quickly as possible, the performance of all new employees will be reviewed by their supervisors at the mid-point of their initial probationary period.

In the event the supervisor, Facilities Management Director, or College believe that the probationary employee is not meeting the minimum acceptable performance standards, the

probationary period may be extended by the College as prescribed in Article 10 - Probationary Period.

ARTICLE 33 – PERSONNEL FILES

Section 1. Access to Personnel Files

Each employee shall have the right to inspect and copy the contents of his or her personnel file upon request. Employees shall make an appointment during normal business hours, Monday through Friday, excluding holidays. Any person inspecting an employee's file shall sign indicating he or she has reviewed the file.

The employee's personnel file shall not be made available to any person or organization other than the College without their express written authorization unless pursuant to court order, subpoena or request made pursuant to the Ohio Public Records Act. All employee personnel files shall be reviewed in the presence of a designated representative in the Human Resource Department.

No material from an employee's personnel file will be disclosed which is legally exempted as provided by the Ohio Public Records Act. The College will notify the employee, in writing, before disclosures to any person or organization, other than the College, of any documents from the employee's file.

Section 2. Official Personnel File

There shall be only one official personnel file for each employee. The official file shall be maintained by the Human Resource Department. No separate personnel file will be maintained by the Facilities Management or supervision within that Department; however, an employee development file may be maintained. A copy of all documents relating to conduct, discipline or job performance shall be given to the employee at the time of its placement in the official file.

If an employee requests, copies of commendations, letters of appreciation, and like matters concerning an individual employee will be placed in the employee's personnel file and shall be maintained until the time the file is disposed after separation from employment.

Section 3. Review of Documents

An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his or her personnel file shall have the right to submit a memorandum to the Human Resource Department requesting that the documents in question be reviewed.

The employee shall have a right to submit a written statement noting his or her objections to the material in question to be placed in the file.

If the Human Resources Director, or designee, concurs with the employee's contention, he shall either remove the inaccurate document or attach the employee's memorandum to the document in the file and note thereon his concurrence with the memorandum's content.

Section 4. Disciplinary Record Removal and Limited Access File

Records of verbal and written reprimands will not be utilized by the College beyond a twelve month period if no further disciplinary actions occur during the twelve month period. Records of suspensions and demotions will not be utilized by the College beyond a twenty-four month period if no further disciplinary action occurs during the twenty-four month period.

These records of disciplinary actions and all documents related thereto shall be removed from the employee's personnel file and maintained in a "limited access" file utilized only for administrative purposes such as response and defense to actions filed in any court for administrative agency by the employee or by a third party, but in any case shall not be utilized in relation to any decision regarding disciplines. The "limited access" file may only be reviewed in accordance with the Ohio Public Records Law and shall be disposed in compliance with the College Record Retention Schedule (RC-2).

There will be no more than one "limited access" file and it shall be maintained in the Human Resource Department.

ARTICLE 34 – DRUG FREE WORKPLACE

Section 1. Statement of Purpose:

The College and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. Both parties acknowledge that substance abuse is a serious, yet treatable condition/disease that affects the productive lives of employees. Substance abuse may lead to safety and health risks in the workplace for the abusers, their co-workers, and the public-at-large. The College and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

The Union also recognizes the College's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. The College recognizes employee's rights to privacy and other constitutionally guaranteed rights. The parties agree that the emphasis of any drug-free workplace program shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

The confidential nature of the medical records of employees with substance abuse problems and records relating to drug tests and their results shall be maintained.

Section 2. Definitions:

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl.

Chain of custody is tracking storage of specimens to be analyzed from point of collection to final disposition to ensure the integrity of the process.

Collection site is a place designated by a testing laboratory where employees present themselves for providing a specimen to be analyzed.

College property includes any building, land, parking lots, or facilities owned, leased, or used by Columbus State Community College.

College time is any time spent conducting official business or travel for or on behalf of the college, regular work hours, or while on or in state-owned or leased property.

College vehicles are any vehicles owned, leased or operated by Columbus State Community College.

Controlled substance / Drug, Compound, Common Mixture or Substance includes any drug listed in the Federal Food Drug & Cosmetic Act, federal narcotics law, and/or Ohio Revised Code Chapter 3719 or 3715. Examples listed but not limited to are:

- (1) narcotics, such as opium, heroin, morphine and synthetic substitutes;
- (2) depressants, such as chloral hydrate, barbiturates, and methaqualone;
- (3) stimulants, such as cocaine (and any derivatives) and amphetamines;
- (4) hallucinogens, such as LSD, mescaline, PCP, peyote, psilocybin, and Ecstasy;
- (5) cannabis, such as marijuana and hashish; and
- (6) any chemical compound added to federal or state regulations and denoted as a controlled substance.

Licensed medical provider is one who is licensed, certified, and/or registered under federal, state or local laws and regulations to prescribe controlled substances/drugs.

Positive test result is a test result that was positive on an initial approved immunoassay test, confirmed by a gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites or a positive result from an alcohol breath test (test results showing an alcohol concentration of .04% or more based upon the gram of alcohol per 100 millimeters of blood). See, O.A.C. 123:1-76-01(T) Drug-Free Workplace Program Definitions of Terms.

Random testing means a testing process in which participants are selected by a computer-driven random selection process for unannounced controlled substances or alcohol and/or pre-selected but unannounced testing on a particular employee, who has previously tested positive for drugs and/or alcohol.

Reasonable suspicion testing means drug or alcohol testing based on a reasonable cause to believe that an employee is using drugs/alcohol in violation of College policy.

Refusal to submit is when an employee: (1) Fails to provide adequate breath for alcohol testing without a valid medical explanation; or (2) Engages in conduct that obstructs the testing process, including refusal to provide a sample; or (3) Takes any measure to dilute, alter or substitute a sample provided.

Specimen is a tissue or product of the body chemically capable of revealing the presence of drugs or alcohol in the body.

Substance abuse professional means a licensed or certified physician, psychologist, psychiatrist, counselor or social worker with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

Workplace is College owned or leased property or any place where official College business is conducted and/or while on College time.

Section 3. Testing Procedures and Guarantees

In conducting the testing authorized by this Agreement, the College shall:

- A. Use only a clinical laboratory, hospital facility or other facility, which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and qualified laboratories will conduct the required testing of samples.
- B. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- D. Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration.
- E. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- F. Requires that the laboratory, hospital facility, or other certified facility, report to the College that a blood or urine sample is positive only if both initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the College inconsistent with the understanding expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the College will not use such information in any manner or form adverse to the employee's interests.
- G. Provide each employee tested with a copy of all information and reports received by the College in connection with the testing and results.

- H. Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief of duty while the test results are pending.
- I. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug-testing program, with the exception of the individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

Section 4. General Requirements

Employees of Columbus State Community College are:

- (1) Prohibited from operating college vehicles or equipment while under the influence of alcohol or drugs.
- (2) Prohibited from being under the influence of alcohol or unlawfully controlled substances as defined in Ohio Revised Code 3719.01 and 3719.41 at the workplace, while on College property and/or while on College time.
- (3) Prohibited from illegally using, misusing, dispensing, transferring, purchasing, or possessing controlled substances or abusing alcohol or prescription drugs on College property, on College time, or while conducting official business on behalf of the College.

Section 5. Drug Testing Conditions

- (1) Hiring Process
 - (a) Applicants for Employment – Prior to the start date of employment all newly hired employees must successfully pass a drug test as a condition of employment.
- (2) Reasonable Suspicion Testing - Employees may be required by a supervisor or manager to submit to a test as hereafter specified where reasonable suspicion exist to believe that the employee, while on duty, is under the influence of drugs or alcohol and/or his or her job performance is impaired by drugs or alcohol. Cause for testing is based upon objective facts or specific circumstances that present a reasonable basis to believe that an employee is under the influence of, or is using, misusing, or abusing, alcohol or drugs.

Examples of reasonable suspicion may include, but are not limited to:

- (a) Slurred speech;
- (b) Dilated pupils;
- (c) Disorientation;
- (d) Abnormal (or) change in conduct (or) behavior;

- (e) Odor/smell of drugs or alcohol;
- (f) Involvement in an on-the-job accident resulting in personal injury requiring immediate medical attention beyond first aid;
- (g) Involvement in an accident involving property damage in excess of \$1,000 where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee.

Reasonable suspicion must be documented and supported by two witnesses (supervisor or manager and person having original suspicion) except in cases of accidents or injuries. A supervisor or manager must present the written documentation to the employee suspected of being under the influence and shall maintain the report in the strictest confidence as provided by law. The College will provide transportation to the licensed medical facility to obtain bodily fluid or material samples. The College will release a copy to any person designated by the affected employee with a signed release of information. The written notice shall set forth the facts that form the basis of the order to test and shall be given to the employee prior to the test.

- (3) Random Testing - The College will randomly drug test full-time and part-time employees from the following departments: Public Safety, Facilities Management, Child Development Center, other employees who are insured under the College's liability carrier to operate College-owned vehicles or equipment, employees who regularly work with minors, and any other employees whose work in positions subject to random testing procedures or as pursuant to law. In addition, the College may randomly test employees who have tested positive under reasonable suspicion.
 - (a) The College reserves the right to add departments and additional employees to its random testing program with 90 days notice.
 - (b) The College will contract with an independent certified third party provider to maintain a list of positions subject to random testing. The College will send the roster of selected positions to the third party, which will become the master list for the random drug-testing pool. The College will notify the third party of any additions, deletions, or changes to the list.
 - (c) The third party will randomly select the names provided by the college for testing in each test cycle and the number of cycles during a testing year. The percentage of employees tested annually may vary.
 - (d) The College may designate one or more testing coordinators whose responsibility is to facilitate the random testing process.
 - (e) An employee whose name is selected for random testing shall be notified by a testing coordinator that he/she has been selected for random testing.
 - (f) The third party will immediately either conduct on-site random testing where College property is the collection site or the College will provide transportation to

a collection site designated by the third party to obtain bodily fluid or perform drug and/or alcohol testing.

- (g) Samples obtained at the collection site will be tested in a certified laboratory.
- (4) The College will provide information, training programs, and resources about drug abuse and addiction concerning the impact of alcohol and other drug use on job performance, as well as information concerning the College's Employee Assistance Program.

Section 6. Procedures for Positive Test Results

- (A) If an employee tests positive whether a random or reasonable suspicion test an employee will be considered tested positive in the following conditions for:
 - a. Drugs, if the initial test of the split sample is positive (or)
 - b. Alcohol, with a BAC of .04 or greater.

The employee will be immediately placed on administrative leave with pay and removed from his or her duties until further notice.

- (B) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory, hospital facility, or other certified facility, of the employee's choosing, at the employee's own expense provided the employee notifies the College within seventy-two (72) hours of receiving the results of the test. If the test results are negative the employee will be treated as having a negative test.
- (C) The College will contact EAP (Employee Assistance Program). In addition or in the alternative, the employee may opt to see a substance abuse professional, approved by the College, but must provide documentation that he/she is in a qualified treatment program and must give consent to release the records to the College.
- (D) The College will schedule a pre-disciplinary conference for the employee as soon as possible pursuant to College policy.
- (E) If the employee voluntarily agrees to complete a substance abuse program through EAP or through a substance abuse professional, discipline will be waived, and instead the College and the employee will enter into a Last Chance Agreement, the duration of which shall be a maximum of two (2) years from the date of signature. If the employee does not regularly participate in the program within the guidelines established by the substance abuse professional and/or has a confirmed positive test while enrolled in the program or subsequent to completion of the program, the employee may be subjected to discipline.
- (F) Notwithstanding the above, the employee may still be subjected to disciplinary action, up to and including termination for violations of workplace policy, procedures, or work rules and/or job-related incidents which may be directly or indirectly associated with the use of drugs or alcohol.

- (G) The employee must use any applicable leave time for time spent off work to attend substance abuse programs once the pre-disciplinary conference is held and the Last Chance Agreement is signed.
- (H) As a condition of the Last Chance Agreement the employee must successfully complete the drug/alcohol treatment program.
- (I) Upon return to work, the employee may be randomly tested for a period of two years. Any future positive tests and/or breach of the Last Chance Agreement will result in a pre-disciplinary conference and appropriate progressive discipline up to termination.

ARTICLE 35 – LAYOFF AND RECALL

Rationale:

A reduction in the workforce may be necessitated by a variety of reasons including, but not limited to, the following rationale:

- A. Decline in student enrollment;
- B. Decline in state subsidy;
- C. Lack of funds or financial emergency;
- D. Reorganization of part or all of a department(s) for programmatic or operational reasons;
- E. Reorganization of part or all of a department(s) for economy and/or efficiency.

Definitions:

- A. **Abolishment of a position:** The deletion of a position from the College for lack of need based on the specific rationale listed, for a minimum of one year.
- B. **Break in Service:** See definition in Article 36.
- C. **Bumping:** Movement of a laid off employee to a lower position.
- D. **Seniority:** See definition in Article 36.

Section 1. Notification of Layoff

In the event of a layoff, the College shall notify the Union and affected employees at least sixty (60) calendar days in advance of the effective date of the layoff or job abolishment. The parties agree to meet to discuss layoffs. Either the Union or the College may request a meeting to discuss layoffs.

Section 2. Layoff Procedure

The College shall make the sole determination in which classifications layoffs will occur. Employees shall be laid off within each classification in the inverse order of bargaining unit seniority beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. An employee in a classification in which there are layoffs may

bump into a different classification based upon the employee's qualifications, experience and bargaining unit seniority. Laid off employees shall have the right to recall to any position for which they are qualified for a period of up to twelve (12) months from the date of layoff. No new employees will be hired into a classification in which employees are laid off until the College exhausts the recall procedure.

Section 3. Recall Notification

The College shall provide written notice of recall to the affected employees via certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the College informed of his/her current residence or mailing address. Laid off employees shall notify the College of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 4. Recall Procedure and Time Limits

The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the College must report to work within fourteen (14) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Director of Facilities Management/designee. Employees who fail to report for work as specified above shall forfeit their recall rights and drop off the list. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

Section 5. Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 6. Appeal

Appeals of the layoff procedure/process or displacement only shall be through the grievance and arbitration procedure of this Agreement beginning at Step Two. These grievances must be filed within seven (7) days of notice of the layoff.

ARTICLE 36 – SENIORITY

Section 1. Definition

For purposes of the Agreement, "Seniority" shall be defined as total continuous service as a full-time Facilities Management Department employee in the bargaining unit. Seniority shall commence on the date an individual becomes employed in the bargaining unit.

Section 2. Break in Service

Continuous service shall be interrupted only when a “break in service” occurs. A “break in service” only occurs in the following instances:

- A. Separation from the Facilities Management Department, other than in cases of layoff less than 12 months except where an employee is rehired, reinstated or returned within 30 days of separation or retirement;
- B. Removal;
- C. Failure to return from an authorized leave of absence or
- D. Failure to respond to a notification of recall.

If more than one (1) individual is hired on the same day, seniority will be determined by the lowest of the last four numbers of the social security number.

An employee who has left the College for one of the four “break in service” reasons listed above and who is subsequently rehired to the Facilities Management Department within 30 days, shall not receive continuous service credit for the time spent during the “break in service;” however, the employee shall receive continuous service credit except for the period in time in which the “break in service” occurred.

If an employee is gone for more than 30 days on an approved unpaid leave of absence, excluding FMLA leave, the time spent in excess of 30 days on the unpaid leave will not count as seniority.

If an employee returns to a Facilities Management position held prior to a promotion, the time spent in the promoted position shall not count for purposes of seniority.

ARTICLE 37 – WAGES AND TEMPORARY WORK ASSIGNMENT

Section 1. Wages and Pay Ranges

A. Wages:

Effective July 1, 2014, all employees will receive a 2% salary increase, plus a one-time lump sum payment of 1.5% of the employee’s salary which does not become part of the member’s base salary.

Effective July 1, 2015, all employees will receive a 1% salary increase.

Effective July 1, 2016, all employees will receive a 1% salary increase.

B. Parity Compensation

If during the duration of this contract, the Board of Trustees approves an across-the-board salary increase or lump sum payment for another bargaining unit or a broad class of non-bargaining unit

staff within a fiscal year that is greater than the amount the members receive - as outlined in Section 1(A) - members' pay will be adjusted so that they receive parity for that fiscal year. This provision does not apply to market salary adjustments, adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the College, job reclassifications, departmental reorganizations, or increases provided by individual contracts or grants. This provision also does not apply to individual merit increases or bonuses.

C. Pay Ranges

The salaries of existing employees will be capped when they reach the maximum of their corresponding pay range.

Under most circumstances, new employees will be hired at the base of the pay range of a classification as established by the Human Resources Department. In some instances, incoming employees may possess significant education, certifications, experience, and/or skills that would warrant a starting salary above the base of the pay range.

Section 2. Temporary Work Assignment

If an employee performs the essential functions of a position of a higher rank or classification for 2 consecutive weeks or more with the express or implied consent of the College, the employee shall be paid at the wage rate of the applicable rank or classification for each hour the employee performs such functions.

ARTICLE 38 – INSURANCES

Columbus State Community College shall make available to bargaining unit employees group medical, dental and vision insurance coverage for each employee. The level of insurance benefits provided to employees shall remain substantially similar to the level of benefits in effect for the United Healthcare core plan.

It is further agreed and understood that the College will permit two (2) members, to serve on a College Healthcare Committee to review and advise the College as to its choice in Health Care Plans.

Section 1. Health Insurance

A. Medical Insurance

The College shall pay 80% of the medical insurance premium for the Core Plan. The employee shall pay 20% of the premium for the Core Plan. It is understood and agreed that employees shall remain on their current insurance plan until December 31, 2011. As of January 1, 2012, employees will no longer be eligible to participate in the United Health Care 061-M Core Plan.

1. Healthcare Engagement

The College and the Union have a joint interest in maintaining a healthy workforce. To that end beginning July 1, 2012 employees must annually participate in and document the following healthy activities in order for the employee to maintain paying 20% of the medical insurance premiums. Those activities are:

- i. Health risk assessment
- ii. Biometric screening
- iii. Age specific tests (preventative examinations)
- iv. Dental cleaning
- v. Physical examination
- vi. On-Line health coaching (in lieu of age-specific tests if not necessary based on age).

If the employee fails to participate in and document these activities by June 30, 2013, the employee will pay 30% of the medical insurance premium for the next fiscal year and every year thereafter until he/she documents participation the following year.

Beginning July 1, 2013, and continuing for the life of this contract, the employee and his/her spouse (for those employees who participate in family coverage) must both annually participate in and document these same activities by the end of each fiscal year in order for the employee to maintain paying 20% of the medical insurance premiums.

If the employee and/or spouse fails to participate in and document these activities by the June 30, 2014 and each June 30th thereafter, the employee will pay 30% of the medical insurance premium the next fiscal year and every year thereafter until they document participation the following year.

Section 2. Dental Insurance

The College offers dental insurance through a carrier selected based upon cost and services provided. Employees may elect coverage for themselves and their families. The College pays for 80% of the premium and the employee pays 20%. Employees are eligible upon date of hire.

Section 3. Vision Insurance

The College offers vision insurance through a carrier selected based upon cost and services provided. Employees may elect coverage for themselves and their families. The College pays for 50% of the premium and the employee pays 50%. Employees are eligible upon date of hire.

Section 4. Life Insurance

The College provides group life insurance to employees equal to two times their annual salary rounded to the nearest thousand dollars.

Section 5. Long-Term Disability Insurance

The College provides long-term disability coverage for all full-time employees. Benefits begin 90 days after the last day worked due to the onset of the disability. The plan currently pays 60% of the employee's salary. The insurance carrier makes the sole determination as to the maximum benefit and if an employee qualifies with a disability.

ARTICLE 39 – SECTION 125 PLAN

The College offers a Section 125 Plan that allows employees to have health care, dental and vision expenses to be deducted on a pre-tax basis. Employees may select this option for both themselves and their family.

ARTICLE 40 – 403 (B) ACCOUNTS

The College will make available for employees the ability to contribute to qualified 403 (B) plans. The employee's contribution shall be pre-tax. The College may approve the adding of new qualified providers. Each provider will maintain a plan document with the College.

ARTICLE 41 – GRAMMAR

Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. It is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 42 – SAVINGS CLAUSE

Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

If any of this Agreement is invalidated by a court of competent jurisdiction, and upon written request by either party, the College and the Union shall meet within thirty days at a mutually convenient time in an attempt to modify the invalidated provision by good faith negotiations.

ARTICLE 43 – TOTALITY OF AGREEMENT

Section 1. Purpose

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, whether or not the matter is specifically referred to or covered in this Agreement, even though the matter may not have been within the knowledge or

contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Term Modifications

No agreement or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties unless executed in writing by the parties.

Section 3. Non-Exercise of Rights

The non-exercise of rights held by the College or by the Union shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

Section 4. General Application

The parties recognize that practices and policies of general application have developed at the College over a period of years and are set forth in writing in policies and procedures of the College. Accordingly, it is agreed that these policies and procedures that are applicable to bargaining unit members and that are not in direct and obvious conflict with the provisions of this Agreement may be continued during the life of this Agreement or amended or discontinued at the discretion of the College.

Past practices existing before the effective date of this Agreement shall have no binding effect upon the parties.

Practices established after the effective date of this Agreement shall be subject to the grievance procedure.

ARTICLE 44 – COPIES OF AGREEMENT

Printing costs associated with the reproduction of the Agreement shall be shared equally by the College and the Union according to the number of copies ordered by each party. The printing shall be done by the Union.

ARTICLE 45 – DURATION

This Agreement shall become effective on October 15, 2014 and shall remain in full force and effect until midnight October 15, 2017. If prior to the termination date of this Agreement either party wishes to negotiate revisions to this Agreement, such party must serve upon the other party written notice of such intent at least sixty days prior to the termination of this Agreement.

ARTICLE 46 – VACANCIES & PROMOTIONS

Section 1. Definitions

Promotion is the movement of an employee to a posted vacancy in a classification with a higher base pay. A higher pay range is defined as a pay range which is higher than the employee's current classification. To be qualified for a position, applicants must meet all of the minimum qualifications for the position, based on performance, knowledge, skills, ability and education.

Vacancy is the opening of a full-time position for which the College intends to fill.

Facilities Management Classifications

Groundskeeper 1	25	Maintenance 1 (General)	28	Building Services 1	24
Groundskeeper 2	26	Maintenance 2 (Specialty)	30	Building Services 2	25
Coordinator (Grounds)	31	Coordinator (Specialty)	32	Coordinator (BS)	31

Section 2. Posting

All vacancies within the bargaining unit that the College intends to fill will be posted in a conspicuous manner within the Facilities Management Department, including on the Union bulletin board and alongside all time clocks. Vacancy notices will list the deadline for application, pay range, classification and shift where applicable, duties of the position, and the minimum qualifications as specified in the position description. The posting will be posted for at least seven (7) calendar days.

Section 3. Applications

Interested current employees will complete an internal bid form and complete it online which will be submitted to Human Resources electronically along with a current resume for consideration. Human Resources will review the applications/bids for minimum qualifications and forward the qualified candidates to the hiring manager. Only candidates who meet the minimum qualifications will receive interviews. Once candidates are selected for interviews, they will be contacted by Human Resources to schedule the interview. Applications must be received by the deadline on the posting.

Section 4. Selection Criteria

Once candidates are interviewed, the hiring manager will make a selection for the position based on performance, knowledge, skills, ability and education, in the opinion of the hiring manager, the position would then be awarded to the most qualified candidate. If two or more candidates are equally the most qualified for the position, then the hiring manager would select the most senior qualified candidate.

If no applications are received or if the College determines that none of the applicants are qualified for the position, the College may fill the job by hiring a qualified candidate externally.

Section 5. Promotional Probationary Periods

Promotional employees shall serve a ninety (90) day probationary period. If the promoted employee does not perform to the satisfaction of the performance appraisal and/or supervisor, they would return to the previous position and to the same pay as they were before. During the probationary period the employee will be evaluated at least every 30 days. The probationary period may be extended by the College, provided the College indicates to the employee and the Union the reasons for the extension.

Section 6: Temporary Vacancies

In the event there is a temporary vacancy the College will post the vacancy in a conspicuous manner within the Facilities Management Department, including on the Union bulletin board and alongside all time clocks. Employees in the classification where the vacancy exists will be given the opportunity to sign the volunteer-sign-up sheet. If there is more than one volunteer, the College will select the most senior employee. When a temporary vacancy is determined to be a permanent vacancy, the procedures outlined in sections 1 through 4 will apply.

If no one volunteers, the college will assign the least senior employee from the classification where the vacancy exists, to fill the temporary vacancy for a period not to exceed 30 days unless the employee agrees to remain in the position. If the employee does not agree the college will fill the vacancy with the next least senior qualified employee.

Memorandum of Understanding – Delaware Campus

The parties agree that work at the Delaware campus, which is within the nature and scope of the bargaining unit work performed at the main campus, will be bargaining unit work. The College agrees to use bargaining unit employees to perform such work in accordance with this Agreement.

Memorandum of Understanding – Optional Health Insurance Plan

The College makes available an optional plan for employees to select from: The Alternate Plan - UHC ASO Definity HSA HDHP Choice Plus PS1 Plan. Employees have the option to select this plan effective January 1, 2012. The plan may be adjusted or withdrawn by the College on an annual basis following consideration of recommendations of the College Healthcare Committee.

MEMORANDUM OF UNDERSTANDING – ARTICLE 34

The parties agree that Article 34 Drug Free Workplace, Section 5, Drug Testing, Paragraph 3 Random Testing will not be implemented until the College implements random drug testing for Public Safety and Child Development Center employees.

COLUMBUS STATE COMMUNITY COLLEGE
FACILITIES MANAGEMENT SNOW REMOVAL GUIDELINES

Introduction

For snow removal, it is the Facilities Management Department's responsibility to determine hazardous conditions, which would affect the safety of students, faculty and staff. It is the responsibility of the Facilities Management Department to specify assignments and designate appropriate response.

Purpose

The following guidelines have been developed to assure that:

- The Contract with Teamsters Local 284 and the College and its Facilities Management Department is administered correctly.
- The Facilities Management staff is consistent in the application and prevention of hazardous situations on campus.

Work Practices

As a condition of employment, Facilities Management staff (Building Services, Maintenance, and Grounds) have the responsibility to assist with the removal of snow for Columbus State Community College owned and leased property.

Snow Assignments

Snow removal assignments may be called in at differing times due to their particular assignment. This could also include Saturday and Sunday, in a case where limited building locations need clearing. In cases where limited staff are required, a Facilities Management supervisor will call the qualified truck driver(s) based on a rotational seniority list.

1. **Shovel Workers:** are responsible for the removal of snow and ice on steps, entranceways, and sidewalks. The following areas listed in order beginning with the highest priority.
 - a. All Handicap access routes will be given first priority
 - b. Entrances of all academic and administrative buildings
 - c. Clear ramps and steps of snow and ice, and then distribute ice melt in nearby locations.
2. **Equipment Drivers:** (Groundskeepers or other qualified designees) are responsible for the removal of snow and ice on all remaining walkways.
 - a. All handicap access routes will be given first priority
 - b. Main walkways between buildings
 - c. Secondary walkways from parking lots to main walkways
 - d. Spread ice melt on main walkways

- e. Touch up parking lot areas after plow trucks have plowed
 - f. Maintain all walkways as needed throughout the day
 - g. Salt roadways, intersections and parking garage entrances and exits
3. **Truck Drivers:** are responsible for the removal of snow and ice on all campus roadways and snow in all campus parking lots.
- a. Plow Facilities Management employee parking if possible before crew arrives
 - b. Plow primary and first arrival parking and handicapped parking lots
 - c. Plow secondary parking lots
 - d. Touch up parking lot entrances

*Priorities may be adjusted by the grounds supervisor based on operational need.

**Trucks are assigned to areas because of maneuverability, equipment, and familiarity.

Off-Campus Sites

Off-campus site snow removal will be coordinated between building owners and Facilities Management and be based on the individual lease and operational need.

Training Requirements

Job tasks, trucks tractors, walks, and training: The Grounds Supervisor will develop training material and opportunities for employees to learn additional duties for snow removal. A list will be posted prior to each snow season for Facilities Management staff to express interest in receiving training for additional duties.

Truck driver assignments will be based on the following:

- 1. Qualifications: Valid driver's license / insurable under college insurance policy
- 2. Seniority
- 3. Ability to handle tasks efficiently and effectively

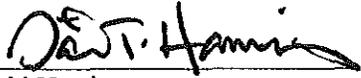
24/7, Weekends, Vacations & Sick Leave

If a staff member is on vacation and overtime opportunities are available, he or she will not be called for that opportunity. If a staff member is off on sick leave, he or she would be offered the opportunity for overtime. During the weekends, if the supervisor does not get an answer when he or she calls and/or if a staff member is out of town, he or she forfeits the overtime opportunity. The seniority rotational list will become effective if the Grounds exercises the right to refuse the overtime.

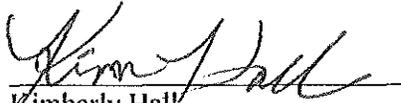
Call in procedure for employees in overtime status

Level 1	Should be ready and available (Phone – standby) No Police Department call Police Department calls Grounds Supervisor Grounds Supervisor makes the judgment call on snow/ice
Level 2	Police Department calls Grounds Supervisor Grounds Supervisor makes judgment call Grounds staff are called in for overtime Off campus site designee(s) is called in for overtime as needed Other Facilities Management staff report at regular time and check their walks and remove ice/snow
Level 3	Police Department calls Grounds Supervisor Grounds Supervisor makes judgment call Grounds, Maintenance and Building Services staff are called in for overtime as needed No trucks needed All personnel are responsible for walks at their buildings
Level 4	Police Department calls Grounds Supervisor Grounds Supervisor makes judgment call Grounds, Maintenance and Building Services are called in for overtime as needed Trucks are needed and remaining staff clear walks and spread ice melt
	When campus is closed or classes are canceled, Article 9 applies.

**On behalf of
Columbus State Community College**



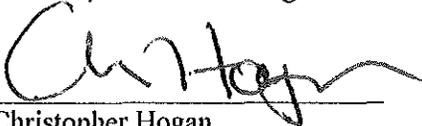
David Harrison
President



Kimberly Hall
Vice President and General Counsel



Mark French
Director, Facilities Management



Christopher Hogan
Chief Spokesperson

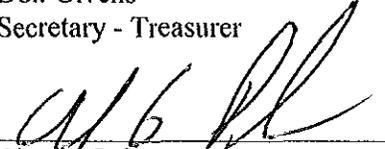
**On behalf of
Teamsters Local 284**



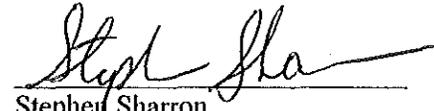
Paul Suffoletto
President



Don Givens
Secretary - Treasurer



Charles Palmer
Committee Member



Stephen Sharron
Committee Member