

STATE EMPLOYMENT  
RELATIONS BOARD

DEC 11 10 49 AM '97

IN THE MATTER OF FACT-FINDING

BETWEEN

JEFFERSON TECHNICAL COLLEGE EDUCATION ASSOCIATION

AND

JEFFERSON COMMUNITY COLLEGE

BEFORE: Robert G. Stein

SERB CASE NO. 97-MED-03-0213

PRINCIPAL ADVOCATE FOR THE ASSOCIATION:

Henry Musilli  
Labor Relations Consultant  
Ohio Education Association  
Ohio Valley/Beaver Creek Uniserv  
2212 Sunset Blvd.  
Steubenville, Ohio 43952

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

Richard W. Ross  
Attorney at Law  
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## INTRODUCTION

The bargaining unit is comprised of nineteen (19) employees. These employees primarily provide staff support to the college and work in a variety of clerical, technical, and maintenance classifications. Jefferson Community College is a two (2) year college that provides a broad array of course offerings.

These negotiations are the first negotiations between the parties. The bargaining unit was certified on February 20, 1997. Subsequent to fact-finding, the parties agreed to and welcomed an effort by the Fact-finder to mediate. Several days were devoted to mediation, and the parties were successful in reaching a tentative agreement on numerous issues. Both Advocates represented their respective parties well and actively pursued creative solutions to the issues in dispute. However, seven (7) issues remained unresolved and were submitted to fact-finding on November 6, 1997. The issues are: Duration, Compensation, Vacancies, Employee Displacement, Leaves, Workday/Workweek and Job Description.

The mediation process was interrupted for an extended period of time due to another set of negotiations and a subsequent work stoppage involving the representative of the Association. This long hiatus predictably created scheduling problems and extended mediation into November. The parties mutually requested that the report be issued in an expedited fashion. In order to accommodate this need, the position of parties on each issue will be summarized when possible and recommendations may be referenced rather than re-stated.

## CRITERIA

### OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

**ISSUE 1      DURATION**

Both parties agree that three (3) years is a desirable length for the collective bargaining agreement. However the parties are proposing different language into the duration article.

**Association's Position**

**ARTICLE XXV - DURATION**

IN WITNESS THEREOF, we, the undersigned representatives of the Board of Trustees and the Association, its officers and members, hereby enter into this Agreement on the July 1, 1997 and said Agreement shall remain effective through June 30, 2000.

**Employer's Position**

**ARTICLE XVI - DURATION**

This Agreement between the College and the Association shall be in effect from \_\_\_\_\_  
\_\_\_\_\_, at which time it shall expire.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein and the parties agree that this Agreement constitutes the entire contract between them. Except as otherwise specifically provided in the written provisions of this Agreement, the College has the sole and exclusive right to make all decisions relevant to the conduct and management of the Jefferson Community College as prescribed by law.

**Discussion**

Given the length of time the parties have been negotiating and the bargaining history of the

faculty bargaining unit, three (3) years is an acceptable contract length. The Employer is proposing a "waiver of negotiations" language in the duration. This is a common clause in collective bargaining agreements; however, it is more appropriate for the parties to agree to such limitations than for a neutral to impose them.

This is the parties' first collective bargaining agreement; therefore, it is likely that all subjects appropriate for bargaining have not been fully explored. Furthermore, the twelve (12) year history with the Faculty Bargaining Unit does not include such a clause. In fact, Article XXVII EFFECTS OF AGREEMENT in the Faculty Agreement contains language that allows for bargaining regarding the "mandatory subject" of bargaining.

**Recommendation**

**ARTICLE \_\_\_\_\_ - DURATION**

IN WITNESS THEREOF, we, the undersigned representatives of the Board of Trustees and the Association, its officers and members, hereby enter into this Agreement on the July 1, 1997 and said Agreement shall remain effective through June 30, 2000.

FOR THE ASSOCIATION

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FOR THE COLLEGE

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## **ISSUE 2      COMPENSATION**

Both parties are proposing a new compensation design for the bargaining unit.

### **Association's Position**

The Association proposes to establish a salary schedule that calls for employees to have a minimum hourly rate of \$7.50 per hour. Effective July 1, 1997 all bargaining unit employees would receive an "add on" or wage increase of 55¢ per hour. In the second and third year of the agreement employees would move one step from the schedule. (See Appendix 1)

### **Employer's Position**

The Employer recognizes the need to make substantial inequity adjustments in the classification of custodian and P.C. analyst. These inequity increases are part of a proposed salary ranking method that creates four (4) groups of classifications and assigns a range of points to each group. In addition to new ranges, employees who are at or above the minimum would receive a 2.15% increase. (See Appendix 2)

### **Discussion**

Compensation proved to be the issue of greatest contention between the parties. The Association stated on more than one occasion that a fair system of compensation was a major force in the drive to organize this bargaining unit. The Association's fervor in this regard left little doubt about the veracity of its need for a revamped compensation system.

While understandable, the emotion behind this issue needs to be examined through the lenses of reason, equity, and financial reality. It can be said that in most organizations some of the frustration experienced by bargaining unit members stem from a lack of communication and misperception. However, the extent to which these factors played a role in what the Association

proposed is unclear.

The Association moved considerably from its original proposal of establishing a salary schedule based upon years of experience and education. Such a system is workable with a homogeneous employee population who by virtue of their profession are required to reach certain educational levels and must be certified to teach by the state. However, staff or support units are heterogeneous by nature, and educational requirements vary greatly. Certainly, support staff need to be educated, but practical organizational and process skills play equally prominent roles in their work. One uniform salary system does not have a history of working well in such cases and is not supported by comparables.

The Employer presented financial data that revealed funding is always something that is unpredictable and must be watched closely. As a matter of record the entire issue of public school funding in Ohio is under legislative review. This review, driven by a ruling in the Ohio Supreme Court, promises to produce some dramatic changes in the coming years. The depth and breadth of said changes are only a matter of speculation at this point. Its eventual impact on the budgets of Ohio colleges is unknown. In contrast to these unknowns, it is apparent that the college has been managed well and is on sound financial footing. The Employer did not make the claim of an inability to pay.

The issue of inequities is always a difficult one. The research presented by the Employer is convincing particularly in regard to the classification of custodian. Employees in the classification of custodian are substantially underpaid and establishing a minimum salary of \$7.50 is supported by the research data. As always, another factor that must be considered is the cost of living. This figure has hovered around 3% for the past several years. However, this figure provides little comfort to people who are underpaid in relationship to their counterparts in like positions, and it does not

address issues of systemic equity (a fair wage design).

**Recommendation**

Based upon the above, the following recommendations for compensation are detailed in Appendix 3. In addition, it is recommended that the Employer's language that appears on p. 11c, d and e, of its fact-finding position be included in this Article. (See Appendices 4, Compensation Provisions)

## ISSUE 3 VACANCIES

### Association's Position

#### ARTICLE XVIII - VACANCIES

- A. Any job opening, including new positions, shall be posted on all employee bulletin boards for a minimum of five (5) working days. A copy of the posting bid will be forwarded to the President of the Association and placed in the mailbox of each bargaining unit member. Employees interested in any opening shall apply in writing to the Vice President for Administration, or designee, within the posted deadline.
- B. It is the desire of the Jefferson Community College to provide fair opportunities for promotion of its employees. Whenever a vacancy or new position is created, present employees will be given consideration and will be guaranteed a personal interview through a College search committee if the employee satisfies the minimum posted qualifications for the position.
- C. Procedure for filing bargaining unit position: **The College shall establish a search committee consisting of an equal number of administrators and full time non-administrative personnel, and shall also develop a numerical ranking system for each position as a vacancy occurs.** Each member of the search committee shall utilize the system to numerically rate applicants based upon such items as qualifications, competency, interviews, demonstrations and work record. Upon completion of the search, a committee shall select a **neutral** individual to collect the numerical ratings of each committee member separately and in private. The individual collecting the rating shall be instructed by the committee not to reveal to anyone how any member of the committee rated an applicant.
- D. Once all numerical ratings have been collected by the individual, the individual shall tally the numerical ratings for all applicants and list the three highest rated candidates **in alphabetical order** without listing any numerical ranking. The list of highest rated applicants shall then be presented to the search committee and the College administration simultaneously.
- In the event two or more applicants have the same score, if applicable, Jefferson Community College seniority, by date of original hire with continuous service, shall be used to break the tie. If a tie still exists, then it shall be broken by lot. If Jefferson Community College seniority is not applicable when a tie exists, then the College shall determine which applicant to hire.
- The College president will consider the recommendation and may hire an available applicant to fill the vacancy from among the three highest rated candidates, may choose to re-open the search, or may choose to not fill the vacancy.
- E. A **current employee** awarded a position under this provision will undergo up to a twenty (20) working day trial and probationary period. Should that period prove unsatisfactory to either party, it is understood that the employee would be reassigned to their former position by the College.

## Employer's Position

### ARTICLE XVII - VACANCIES

- A. Any job opening, including new positions, within the bargaining unit shall be posted on all employee bulletin boards for a minimum of five (5) working days. A copy of the posting bid will be forwarded to the President of the Association and placed in the mailbox of each bargaining unit member. Employees interested in any opening shall apply in writing to the Vice President for Administration, or designee, within ten (10) calendar days following the posting.
- B. It is the desire of the Jefferson Community College to provide opportunities for promotion of its employees. Whenever a vacancy or new position is created, present employees will be given consideration along with other applicants and will be guaranteed a personal interview if the employee satisfies the minimum posted qualification for the position. The following will be the basis for consideration:
1. Seniority
  2. Competency/qualifications
  3. Work record
- Those people who apply will be notified in writing of the decision in reference to the position.
- C. A person awarded a position under this provision will undergo up to a twenty (20) working day trial and probationary period. Should that period prove unsatisfactory to either party, it is understood that the employee would be reassigned to their former or similar position by the College.
- D. In all cases, the College will retain the final authority for determining whether a vacancy shall be filled and for selecting the individual to be awarded a particular assignment, subject to the terms and conditions of this Agreement.

### Discussion

The parties spent a considerable amount of time negotiating this provision. The Association's position reflects the effort made during mediation. The Employer's position does not take this effort into account and in the main reflects its position of June 24th.

The Association's position is persuasive in that it represents the past practice of Employer. The search committee called for in Section C was embraced by the Employer as being reasonable and

workable. The Association demonstrated a willingness to accept the selection and rating of applicants based upon the distinct and definable ratings of qualifications, competency, interviews, demonstrations, and work record. These criteria are consistent with other progressive employer-union relationships in both the public and private sector.

**Recommendation**

It is recommended that the parties adopt the Association's position as described above.

## ISSUE 4      EMPLOYEE DISPLACEMENT (LAYOFF AND RECALL)

### Association's Position

#### EMPLOYEE DISPLACEMENT

For the duration of this Agreement, no bargaining unit member shall be laid off. It shall remain the decision of the College whether to fill any vacancy created by resignation, retirement, death, termination or otherwise leaving full-time employment at the College.

All temporary, student (unless part of a student work program), seasonal, casual, and part-time employees, as well as members of the bargaining unit, shall be classified on a written list in the following categories: accounting/clerical, custodial/maintenance, educational aide and technical. This list shall be provided to the Association annually by September 1st. Challenges to such list must be made within thirty (30) calendar days after it is made available to the Association. The list will be updated after September 1st in a given year only if a displacement is anticipated.

Whenever the College determines that it is necessary to reduce the number of positions within a classification, the displacement shall proceed as follows:

- A. The College shall determine in which classification(s) positions will be reduced. The College shall notify the affected employee(s) by written notice, no less than thirty (30) days in advance of the effective date of any reduction, with a copy forwarded to the Association President.
- B. Within the affected classification(s), positions shall be reduced in the following order:
  - 1. Temporary employees
  - 2. Student (unless part of a student work program)
  - 3. Seasonal or casual employees
  - 4. Part-time employees
  - 5. Least senior full-time employee(s)
- C. In the event a full-time bargaining unit member is displaced from a classification, the College shall place him/her in another classification that requires similar job skills.
- D. Any bargaining unit member, who has been displaced from their position, shall retain full-time status, pay and benefits at the same level held prior to such displacement.
- E. Notwithstanding the provisions in this Article, the College shall neither be prohibited from nor required to create a new position in any classification in order to move a displaced employee.

- F. Unless the parties mutually agree otherwise, this Article shall no longer have force or effect once a successor agreement goes into effect.

### Employer's Position

#### LAYOFF AND RECALL

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

- A. Bargaining unit members shall be classified in the following categories: Secretarial, custodial, accounting/clerical/pre-school aide and technical.
- B. The College shall determine in which classification(s) layoffs will occur. The College shall notify the affected bargaining unit members by written notice no less than fourteen (14) days in advance of the effective date of any layoff with a copy forwarded to the Association President.
- C. Within each affected classification, employees will be laid off in the following order:
1. Temporary employees
  2. Student (unless part of a student work program), such as work study, student intern, and JOBS program, seasonal or casual employees
  3. Part-time employees
  4. Probationary employees
  5. Full-time employees in the inverse order of their seniority. The employee with the least seniority in each classification shall be laid off first.
- D. Any bargaining unit member laid off in one classification may displace a less senior member of another classification providing that the employee is qualified and has demonstrated satisfactory experience in the position at the College. The following conditions must also be met:
1. The employee must have more years of experience in the former classification than the person being displaced.
  2. The employee must be willing to accept the pay rate of he/she would have been paid if they remained in the former classification.

- E. All laid-off employees shall retain recall rights for a period of eighteen (18) months.
- F. When employees are laid off, the employer shall create a recall list for each classification, as needed. Recall shall be made in reverse order of layoffs within classification.
- G. It shall be the responsibility of all laid-off employees to keep the College informed of his/her telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within ten (10) calendar days after posting by the College to the address given by the employee shall be considered a decline of the position.
- H. If the employee fails to report to the College on the date specified in the recall notice, he/she shall be removed from the recall list and the College shall have no further obligation to him/her.
- I. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."
- J. Positions eliminated due to the loss of grant funds, will require the incumbent to be laid off without bumping rights or any right of recall.

### Discussion

This was a very difficult issue to bargain during the mediation process. The key to the eventual progress made on this issue (as reflected in the Association's proposal) was the Employer's willingness to consider a no lay-off policy for the duration of the Agreement (see first sentence in Association proposal).

During the mediation process, the Employer took the bold and uncommon step of agreeing to provide all of the current employees in the bargaining unit with job security from layoff during the life of this first Agreement. This significant step provided a framework for the parties to discuss most of the language contained in the Association's and Employer's positions. However, from the content of the language in each of the parties' positions, it is clear that significant differences remained in fact-finding.

The language of the Employer's position represents a detailed approach to the issue of lay-off and contains elements essential to successfully administering this difficult process. It provides for a

rationale for said action, a detailed procedure to follow for bumping, and a comprehensive recall procedure. On a comparative basis, the Employer's position reflects language frequently found in collective bargaining agreements in the public sector. The language proposed by the Association is less complete in its approach to layoff and recall.

### Recommendation

#### LAYOFF AND RECALL

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

- A. Bargaining unit members shall be classified in the following categories: Secretarial, custodial, accounting/clerical/pre-school aide and technical.
- B. The College shall determine in which classification(s) layoffs will occur. The College shall notify the affected bargaining unit members by written notice no less than thirty (30) days in advance of the effective date of any layoff with a copy forwarded to the Association President.
- C. Within each affected classification, employees will be laid off in the following order:
  1. Temporary employees
  2. Student (unless part of a student work program), such as work study, student intern, and JOBS program, seasonal or casual employees
  3. Part-time employees
  4. Probationary employees
  5. Full-time employees in the inverse order of their seniority. The employee with the least seniority in each classification shall be laid off first.
- D. Any bargaining unit member laid off in one classification may displace a less senior member of another classification providing that the employee is qualified and has demonstrated satisfactory experience in the position at the College. The following conditions must also be met:

1. The employee must have more years of experience in the former classification than the person being displaced.
  2. The employee must be willing to accept the pay rate of he/she would have been paid if they remained in the former classification.
- E. All laid-off employees shall retain recall rights for a period of eighteen (18) months.
- F. When employees are laid off, the employer shall create a recall list for each classification, as needed. Recall shall be made in reverse order of layoffs within classification.
- G. It shall be the responsibility of all laid-off employees to keep the College informed of his/her telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within ten (10) calendar days after posting by the College to the address given by the employee shall be considered a decline of the position.
- H. If the employee fails to report to the College on the date specified in the recall notice, he/she shall be removed from the recall list and the College shall have no further obligation to him/her.
- I. If an individual is not recalled within the above recall period, his/her employment status will be changed from "layoff" to "termination."
- J. Positions eliminated due to the loss of grant funds, will require the incumbent to be laid off without bumping rights or any right of recall.

### **Special Exemption**

For the duration of this Agreement, no current bargaining unit member employed prior to the effective date of this Agreement shall be laid off. It shall remain the decision of the College whether to fill any vacancy created by resignation, retirement, death, termination or otherwise leaving full-time employment at the College.

ISSUE 5 LEAVES

Association's Position

ARTICLE IX - LEAVES

A. Jury Duty/Subpoena Leave

The Association agrees with the Employer's position.

B. Absence and Sick Leave

Each bargaining unit member earns sick leave cumulative to a maximum total of sixteen hundred hours.

Unit members earn 5.0 hours of sick leave per pay period. The smallest unit of sick leave which may be used is one-quarter hour. All sick leave requests require approval by the Dean or Division Administrator and time available verification by the Treasurer.

New employees and current employees who have a zero (0) balance of earned sick leave days will be advanced a number of sick days equal to the number of sick days earned in any one year period. This advance must be repaid from subsequently earned sick leave. Employees may not apply for additional sick leave advances until prior advance has been repaid (Return to a "0" balance or greater).

Employees who must be absent from work for any reason covered by the sick leave provisions of the agreement prior to repaying all sick leave advanced must take an unpaid leave of absence and reimburse the college for the prorated cost of benefits for the period of time on unpaid leave.

Any employee who leaves the employ of the College with a sick leave advance balance will have their sick leave advance deducted from any check/checks due at the time of their leaving. If after deduction from the employees final check/checks a sick leave advance still exists, then the employee has sixty (60) calendar days from the last day of employment to reimburse the College in full. Any balance due after sixty (60) calendar days will be handled according to the College's policy for collection of past due accounts.

Sick leave shall be granted when absence is made necessary by:

1. Personal illness, injury, or exposure to a contagious disease which could be communicated to other employees.
2. Medical, dental, or optical appointments.

3. **Illness in the immediate family and such use shall be limited to twenty (20) scheduled work days per calendar year. (Immediate family means spouse, child, step-child, parent, brother, sister, grandparent, grandchild, mother-in law and father-in-law.)**

Certification of Absence - If a unit member is absent five (5) consecutive work days or seven (7) work days (consecutive or not) in a period of fifteen (15) consecutive work days, a certificate signed by a physician must be presented.

Bargaining unit members who retire under either the State Teachers Retirement System or the School Employees Retirement System, and who have at least ten (10) years of paid service with Jefferson Community College as a full time employee, shall be paid **twenty-five percent (25%)** unused sick leave. Unit members who retire with less than ten (10) years of full time service shall be paid **ten percent (10%)** of unused sick leave - **up to a maximum of fifteen (15) days.**

Upon the death of a bargaining unit member, unused sick leave will be paid **in accordance with state law** at the same rate as to an employee who is retiring. The amount to be paid for such separations will be based on an employee's current **hourly rate of pay**. Employees discharged by the College are ineligible for this benefit.

#### C. Funeral Leave

Bargaining unit members shall be granted up to four (4) days paid sick leave for missing scheduled work days due to a death in their immediate family. "Immediate family" for this purpose means the Association member's spouse, child, step-child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in law or sister-in-law. Up to two (2) additional travel days may be granted at the discretion of the supervisor.

#### D. Authorized Leaves of Absence Without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve (12) months for educational, professional or other purposes, such as parental, prenatal, child care, and adoption. In cases where leave is not approved, the bargaining unit member at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve (12) months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

E. Pregnancy Leave

Upon presentation of physician's statement, a bargaining unit member who becomes pregnant shall be entitled to receive a leave of absence without pay for a period not to exceed six (6) weeks. Exhaustion of sick or other types of leave shall not be a precondition for pregnancy leave. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

F. Association Leave

The President of the Association or a designee may use up to a total of seven (7) days in any year for the purposes of attending meetings of Union affiliates. No more than a maximum of two (2) consecutive days will be permitted under this subsection in any semester. There will be no reimbursement for expenses for participating in Association functions.

G. Family Medical Leave Act

In the event the bargaining unit, which represents the faculty, agrees to language regarding the Family Medical Leave Act, the College and this bargaining unit agree to insert such language in this Master Agreement.

Employer's Position

ARTICLE X - LEAVES

A. Absence and Sick Leave

Sick leave is earned at the rate of 5.0 hours per semimonthly pay period up to a maximum of 180 days. The smallest unit of sick leave which may be used is .25 hour (15 minutes). Leave is to be reported in decimal format. Listed below are the decimal equivalents of minutes.

15 minutes = .25 hour

30 minutes = .50 hour

45 minutes = .75 hour

60 minutes = 1.00 hour

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

1. Personal illness, injury or exposure to a contagious disease which could be communicated to other employees.
2. Medical, dental, or optical appointments.

3. Death of a spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law (up to a maximum of four (4) days). Up to two (2) additional travel days may be granted at the discretion of the supervisor.
4. Illness of a spouse, child or parent. Sick leave taken in the event of illness of spouse, child or parent shall be limited to ten (10) days per fiscal year.

A report of sick leave accrued is provided semi-monthly for each bargaining unit member.

If a bargaining unit member is on sick leave for more than five (5) consecutive workdays or seven (7) workdays (consecutive or not) in a period of fifteen (15) consecutive workdays (including holidays), or if there appears to be a pattern of misuse, the College will require a certificate signed by a physician identifying the specific reason for the use of such leave and the physician's professional opinion as to when the condition necessitating leave will abate. Failure to provide certification will result in denial of sick leave and may result in further discipline.

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

Employees retiring under the State Teachers Retirement System or the School Employees Retirement System of Ohio who have at least ten (10) years of paid service with Jefferson Community College as a full-time employee shall be paid 25% of unused sick leave.

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

#### B. Jury Duty/Subpoena Leave

Any full-time employee of Jefferson Community College officially called for jury duty will be released to perform that duty without loss of benefits or wages. An employee required to be absent from Jefferson Community College while on jury service shall receive the difference between such employee's regular compensation and the remuneration received by the employee for service as a juror. The employee needs to provide documentation of court payment within thirty (30) days of receiving such payment. Employees appearing as an expert witness or as a party in their own non-employment related case must use vacation time and

shall not receive the difference between such employees' regular compensation and the remuneration received by him/her for such service.

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

C. Leave of Absence Without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve (12) months for educational, professional or other purposes such as parental, child care, and adoption. In cases where leave is not approved, the employee at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve (12) months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College.

Upon returning to service at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

D. Military Leave

This provision shall apply to all full-time employees.

1. Jefferson Community College will abide by the Congressional ruling which guarantees by law that the veteran will be "returned to his or her position with such seniority, status, pay and vacation (if eligible) as he or she have had if they had not been absent for such purposes."
2. The Veterans' Reemployment Rights Handbook published by the U.S. Department of Labor Veterans' Employment and Training as revised in 1986 will be the guidelines for policy interpretation, in conjunction with the Military Leave of Absence guidelines as provided by the Ohio Revised Code.
3. Re-employment rights provide protection to individuals whose civilian employment is voluntarily or involuntarily interrupted by active military duty, by reserve training activities, or by reporting for examinations to determine their fitness for military service.

4. Annual Reserve Military Training. An employee who is a member of a Reserve or National Guard unit and who is required to undergo annual active duty training to fulfill a military obligation or who voluntarily maintains a service affiliation will be granted a leave of absence with pay for a period not to exceed thirty-one (31) working days each calendar year.
5. To be eligible to receive the pay for the maximum of thirty-one (31) days, an employee must give in writing sufficient advance notice to plan work schedules so as to minimize any inconvenience resulting from the reservists absence.
6. An employee who is a member of a Reserve or National Guard unit and is required to report for active duty will be granted an additional leave of absence with supplemental pay for a period not to exceed a total of six (6) calendar months. (Including the thirty-one (31) work days/per calendar year for annual training).
  - a. Supplemental pay for this leave will be the difference between (a. The employee's regular base pay and (b. The employee's military duty base pay for the equivalent number of College workdays excluding travel expense allowance, subsistence and quarters allowance. Should military base pay exceed College pay, the College cannot recover the excess amount. The employee is responsible to inform the College's Business Services Department of the amount of base pay.
  - b. After the initial thirty-one (31) workdays of military leave, the employee will be responsible for his/her life insurance premium, and will be eligible to continue health insurance coverage as outlined in The Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A).

E. Family and Medical Leave Policy

General Provisions

It is the policy of this College to grant up to 12 weeks of family and medical leave during any 12 month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this provision.

Eligibility

In order to qualify to take family and medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the College at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks, need not have been consecutive. For eligibility purposes, an employee will be considered to have been

employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1250 hours (64% of full-time for bargaining unit credit/contact hours) during the twelve (12) month period immediately before the date when the leave would begin.

### Type of Leave Covered

In order to qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child;
2. The placement of a child for adoption or foster care;
3. To care for a spouse, child<sup>1</sup>, or parent with a serious health condition; or
4. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider.<sup>2</sup>

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy

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<sup>1</sup> A "child is defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person stand in loco parentis who is:

- a. Under 18 years of age or
- b. 18 years of age or older and incapable of self-care because of a mental or physical disability.

<sup>2</sup> A health care provider is defined as: a doctor of medicine, doctor of osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, and Christian Science practitioner.

absences.<sup>3</sup> Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three (3) days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA provision or under the College's sick leave policy are encouraged to consult with the Administrative Services Department.

The College may require an employee to provide a doctor's certification of the serious health condition.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this provision, the College may designate all or some portion of related leave taken as leave under this provision, to the extent that the earlier leave meets the necessary qualifications.

An eligible employee can take up to twelve (12) weeks of leave under this policy during any twelve (12) month period. The College will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this provision.

Employees will be eligible to take up to twelve (12) weeks of FMLA leave in any fiscal year.<sup>4</sup>

#### Employee Status & Benefits During Leave

While an employee is on leave, the College will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition, the College will require the employees to reimburse the College the amount it paid for the employee's health insurance premium during the leave period.<sup>5</sup>

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<sup>3</sup> Examples of a serious health condition include: heart attacks or other serious heart conditions, most cancers, strokes, appendicitis, pneumonia, and ongoing pregnancy and prenatal care.

<sup>4</sup> For example, if an employee used four (4) weeks of FMLA leave beginning July 1, 1994, four (4) weeks beginning August 1, 1994, and four (4) weeks beginning December 1, 1994, the employee would not be entitled to any additional leave until July 1, 1995.

<sup>5</sup> If the employee does not return at the end of the leave period, the employee's notification of his/her intent not to return will be the COBRA qualifying event.

### Employee Status After Leave

An employee who takes leave under this provision will be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.

### Use of Paid and Unpaid Leave

If the employee has accrued paid leave the employee must use paid leave first and take the remainder of the twelve (12) weeks as unpaid leave.

An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave.<sup>6</sup>

An employee taking leave for the birth of a child must use paid sick leave for physical recovery following child birth. Pregnancy disability or other leave taken under the College's temporary disability plan is considered paid sick leave for purposes of FMLA substitution. The employee will then use all paid vacation, personal or family leave, and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

### Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks over a twelve (12) month period.

The College may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For the birth, adoption or foster care of a child, the College and the employees must mutually agree to the schedule before the employees may take the leave intermittently or work a

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The employee should consult the college's COBRA policy.

<sup>6</sup> For example, if an employee has earned one (1) week of vacation leave and one (1) week of sick leave, the employee would be able to take two (2) weeks paid and ten (10) weeks unpaid leave under this provision.

reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the College before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The College may require certification of the medical necessity.

#### Certification of the Serious Health Condition

The College will ask for certification of the serious health condition. The employee should try to respond to such a request within fifteen (15) days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial or continuation of leave. Medical certification may be provided by using the Medical Certification Form available from the College.

Certification of the serious health condition shall include: the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The College has the right to ask for a second opinion if it has reason to doubt the certification. The College will pay for the employee to get a certification from a second doctor, which the College will select.

If necessary to resolve a conflict between the original certification and the second opinion, the College will require the opinion of a third doctor. The College and the employee will jointly select the third doctor, and the College will pay for the opinion. This third opinion will be considered final.

#### Procedure for Requesting Leave

Except where leave is not foreseeable, all employees requesting leave under this policy must submit the request in writing to their immediate supervisor, with a copy to the Vice President for Administrative Services.

When an employee plans to take leave under this policy, the employee must give the College thirty (30) days notice. If it is not possible to give thirty (30) days notice, the employee must

give as much notice as is practicable. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the College's operations.

If an employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the employer received notice.

While on leave, employees are requested to report periodically to the College regarding the status of the medical condition, and their intent to return to work. Notices should be in writing and directed to the employees supervisor with a copy to the Vice President for Administrative Services.

### Discussion

This provision is multi-faceted, and both parties spent time attempting to reach agreement on each section of this lengthy provision. Sticking points occurred in several areas, including the definition of the immediate family. However, the parties were able to agree upon a number of other provisions.

This being a first agreement, comparables have limited value in developing leave language that fits the unique needs of this bargaining unit. For example, the Employee proposed a section on Military Leave; yet there was no evidence to indicate the number of employees who would be impacted by such language. Likewise, the Association proposed language on Association Leave that is difficult to evaluate in light of the bargaining unit's combined governance structure with the faculty bargaining unit.

The best guidance available as comparable data is the faculty bargaining unit, but even it has limited utility given the vastly different nine to ten month schedule worked by teaching faculty versus the year around schedule for support staff. For example, each unit would have differing needs regarding paid time off to take care of an ill spouse. Currently, the faculty unit gets ten (10) days which approximates their work year. It appears reasonable to apply the same principle of days to work year regarding the full-time support staff who works twelve (12) months per year. The

language proposed by the Employer regarding F.M.L.A. is clear and detailed. This is a complex law and it is important for employees and employers to have understandable policies and procedures in this area.

### Recommendation

## ARTICLE LEAVES

### A. Jury Duty/Subpoena Leave

Any full-time employee of Jefferson Community College officially called for jury duty will be released to perform that duty without loss of benefits or wages. An employee required to be absent from Jefferson Community College while on jury service shall receive the difference between such employee's regular compensation and the remuneration received by the employee for service as a juror. The employee needs to provide documentation of court payment within thirty (30) days of receiving such payment. Employees appearing as an expert witness or as a party in their own non-employment related case must use vacation time and shall not receive the difference between such employees' regular compensation and the remuneration received by him/her for such service.

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

### B. Absence and Sick Leave

Each bargaining unit member earns sick leave cumulative to a maximum total of sixteen hundred hours.

Unit members earn 5.0 hours of sick leave per pay period. The smallest unit of sick leave which may be used is one-quarter hour. All sick leave requests require approval by the Dean or Division Administrator and time available verification by the Treasurer.

New employees and current employees who have a zero (0) balance of earned sick leave days will be advanced a number of sick days equal to the number of sick days earned in any one year period. This advance must be repaid from subsequently earned sick leave. Employees may not apply for additional sick leave advances until prior advance has been repaid (Return to a "0" balance or greater).

Employees who must be absent from work for any reason covered by the sick leave provisions

of the agreement prior to repaying all sick leave advanced must take an unpaid leave of absence and reimburse the college for the prorated cost of benefits for the period of time on unpaid leave.

Any employee who leaves the employ of the College with a sick leave advance balance will have their sick leave advance deducted from any check/checks due at the time of their leaving. If after deduction from the employees final check/checks a sick leave advance still exists, then the employee has sixty (60) calendar days from the last day of employment to reimburse the College in full. Any balance due after sixty (60) calendar days will be handled according to the College's policy for collection of past due accounts.

Sick leave shall be granted when absence is made necessary by:

1. Personal illness, injury, or exposure to a contagious disease which could be communicated to other employees.
2. Medical, dental, or optical appointments.
3. Illness in the immediate family and such use shall be limited to twelve (12) scheduled work days per calendar year. (Immediate family means spouse, child, step-child, parent.)

Certification of Absence - If a unit member is absent five (5) consecutive work days or seven (7) work days (consecutive or not) in a period of fifteen (15) consecutive work days, a certificate signed by a physician must be presented.

Bargaining unit members who retire under either the State Teachers Retirement System or the School Employees Retirement System, and who have at least ten (10) years of paid service with Jefferson Community College as a full time employee, shall be paid twenty-five percent (25%) unused sick leave. Unit members who retire with less than ten (10) years of full time service shall be paid ten percent (10%) of unused sick leave - up to a maximum of fifteen (15) days.

Upon the death of a bargaining unit member, unused sick leave will be paid in accordance with state law at the same rate as to an employee who is retiring. The amount to be paid for such separations will be based on an employee's current hourly rate of pay. Employees discharged by the College are ineligible for this benefit.

#### C. Funeral Leave

Bargaining unit members shall be granted up to four (4) days paid sick leave for missing scheduled work days due to a death in their immediate family. "Immediate family" for this purpose means the Association member's spouse, child, step-child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Up to two (2) additional travel days may be granted at the discretion of the supervisor.

D. Authorized Leaves of Absence Without Pay

A leave of absence without pay may be authorized by the President upon approval of the Board of Trustees for a period of not more than twelve (12) months for educational, professional or other purposes, such as parental, prenatal, child care, and adoption. In cases where leave is not approved, the bargaining unit member at his/her request will be entitled to receive reasons in writing from the President or his designee. A leave shall be granted under this Section for a period not to exceed twelve (12) months for disability, provided that such is not applied for until after an employee's sick leave eligibility is exhausted and adequate certification of continuing disability is provided to the College. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

E. Pregnancy Leave

Upon presentation of physician's statement, a bargaining unit member who becomes pregnant shall be entitled to receive a leave of absence without pay for a period not to exceed six (6) weeks. Exhaustion of sick or other types of leave shall not be a precondition for pregnancy leave. Upon return to service of an employee at the expiration of a leave of absence, he/she shall resume the position status which he/she held prior to such leave. During a leave of absence, life and health insurance benefits may be continued at the expense of the employee subject to approval of the vendor. All types of leave and seniority do not accrue. All other College approved benefits cease during an authorized leave of absence.

F. Association Leave

The President of the Association or a designee may use up to a total of seven (7) days in any year for the purposes of attending meetings of Union affiliates. No more than a maximum of two (2) consecutive days will be permitted under this subsection in any semester. There will be no reimbursement for expenses for participating in Association functions.

G. Family Medical Leave Act

The language under this section shall be as proposed by the Employer above. However, any modifications of said language that result from negotiations with the Faculty unit shall be incorporated in this section.

ISSUE 6      WORK DAY/WORK WEEK

Association's Position

ARTICLE XIII - WORK DAY/WORK WEEK

A.      Work day

1.      Non-Maintenance Employees

The regular work day for employees who are not part of maintenance shall consist of **eight and one-half (8-1/2)** hours including a thirty (30) minute duty free lunch, and two (2) fifteen minute breaks which may be scheduled to extend the lunch time.

The regular work schedule for Non-Maintenance Employees shall be as follows:

- a.      7:30 a.m. to 12:00 Noon  
          1:00 p.m. to 4:00 p.m.
- b.      8:00 a.m. to 12:00 Noon  
          1:00 p.m. to 4:30 p.m.

2.      Maintenance Employees

The regular work day for maintenance employees shall consist of eight (8) hours including a thirty (30) minute duty free lunch, and two (2) fifteen minute breaks which may be scheduled to extend the lunch time.

Maintenance employees may be scheduled in eight (8) hour shifts as follows:

- a.      Shift 1 - 7:00 a.m. to 3:00 p.m.
- b.      Shift 2 - 3:00 p.m. to 11:00 p.m.
- c.      Shift 3 - 11:00 p.m. to 7:00 a.m.

3.      Lunch Periods

Within the regular work day established in numbers A.1 and A.2 above, the daily starting time and lunch period for each employee shall be established by the immediate supervisor. The normal lunch period in which non-maintenance employees may take their lunch is from 12:00 noon until 1:00 p.m. Periodically, some employees may be required to take their lunch time outside of the normal lunch period in order to provide secretarial services and answer telephones during the normal lunch period.

B. Work Week

The regular work week for all bargaining unit members is **thirty-seven and one half (37-1/2)** hours and it shall be scheduled during the five (5) regular work days consisting of Monday through Friday. A bargaining unit member who completes a five (5) day work schedule during the regular work week shall be paid for **thirty-seven and one half (37-1/2)** hours of work.

C. Weekend/Evening Work

Weekend work is work performed by any bargaining unit member on Saturdays and Sundays. Evening work is work performed by non-maintenance bargaining unit members after **4:30 p.m.** The College may establish and change the regular work schedule of any employee to include evening and weekend hours when the supervisor determines that it is necessary.

Employer's Position

ARTICLE IV - HOURS OF WORK

A. Workday and Workweek

The regular workday schedule shall consist of seven and one-half (7-1/2) hours. The standard workweek shall consist of thirty-seven and one-half (37-1/2) hours for all full-time non-contract employees.

Hours of work, shift schedules and lunch periods shall be arranged by respective supervisors. Any personnel hours can be authorized by their supervisors to meet specific needs.

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

Employees may be required to work overtime hours.

B. Overtime

All Non-Contract personnel will be paid one and one-half (1-1/2) times their computed hourly rate for all authorized hours worked in excess of thirty-seven and one-half (37-1/2) hours in any workweek. The employee's immediate supervisor or responsible Division Administrator must approve, in advance, any work beyond the standard work week (37-1/2 hours), absent an emergency where it is impractical to seek prior approval.

Paid holidays, paid vacation days, and other paid leaves will be computed as hours worked in computing weekly overtime.

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

C. Reporting Time Worked

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

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

15 minutes = .25 hour

30 minutes = .50 hour

45 minutes = .75 hour

60 minutes = 1.00 hour

D. Absenteeism and Reporting Off

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

Any employee who fails to comply with this policy will be subject to disciplinary action up to and including termination.

E. Tardiness

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

F. Emergency and Snow Days

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

If the College is closed and an employee is able to come to work, or continue to work and receives permission from his/her supervisor to do so, the employee will receive one (1) hour of compensatory time off for each hour worked. Earned compensatory time off must be recorded in a memo to the supervisor and must be used within one (1) year from the time it was earned. Each hour of compensatory time off must be recorded on the request for leave form and approved by the superior prior to using it.

If the College is open and the employee is unable to come to work because of the weather, an Application for Leave form shall be completed for the time missed, as an employee normally would when the College is open and he/she does not come to work. Unused

compensatory time off or vacation time will be credited for the amount of time missed.

Information concerning cancellation of classes and/or closing of administrative offices due to poor weather and travel conditions will be conveyed by local radio and T.V. stations as identified in Newsbreak.

The administration will make every effort to have the stations begin announcing the cancellations and/or closing of the College at an appropriate time.

G. Adjusted Work Schedules for Emergency Part-Time Teaching

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

This means:

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

Discussion

The subject of work day and work week is an important area of any collective bargaining agreement. However, it is an area that the parties are best equipped to negotiate given the parochial nature of the issues. It is difficult for a fact-finder to render an opinion because comparable data and industry practice have very little utility in these matters. The work hours, lunch breaks, and other work practices are unique to each employer. It would be problematic for a fact-finder to impose someone else's practices upon the Employer and the Association.

During mediation the parties spent little time addressing this area. Because there is no prior bargaining history between the parties, this fact-finder has very little basis for a recommendation

except in basic areas where the parties are in agreement by proposal or past practice. The parties will need to address this area in detail in the future.

**Recommendation**

**ARTICLE            HOURS OF WORK**

A.    **Workday and Workweek**

The regular work week for all bargaining unit members is thirty seven and one-half (37-1/2) hours. The workday for all bargaining unit members is eight (8) hours, including a thirty (30) minute duty-free lunch and two (2) fifteen minute breaks.\*

\* Hours of work, shift schedules, lunch periods and break periods shall be arranged by respective supervisors in accordance with operational needs. Employees may request differing lunch and break arrangements or the combining of same, as they have in the past.

B.    **Overtime**

All bargaining unit members shall be paid one and one-half (1-1/2) times their computed hourly rate for all authorized (supervisory approved) hours worked in excess of thirty-seven and one-half (37-1/2) hours.

Paid holidays, paid vacation days and other paid leaves will be computed as hours worked in computing overtime.

## ISSUE 7      JOB DESCRIPTIONS

### Association's Position

No language.

### Employer's Position

#### JOB DESCRIPTIONS

The College shall have on file a job description consisting of the required qualification and a description of the duties and responsibilities of each position. The College shall meet and discuss with the Association to assist in establishing any new job description or in modifying an existing job description. The final decision regarding the content of any job description remains that of the College.

### Discussion

There was no discussion during mediation regarding this subject. The Association did not propose having such language in the Agreement; however, the Employer argued that it finds the language to be important. In the main, this language does not have the complexity or import of language regarding working hours or days. However, it is generally accepted that the formation of job descriptions is a management right and responsibility. Public sector practice supports an employer's right to define the content of jobs.

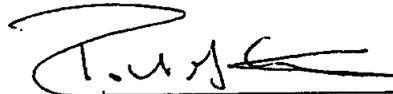
### Recommendation

The College shall have on file a job description consisting of the required qualification and a description of the duties and responsibilities of each position. The College shall meet and discuss with the Association to assist in establishing any new job description or in modifying an existing job description. The final decision regarding the content of any job description remains that of the College.

**TENTATIVE AGREEMENTS**

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 5th day of December, 1997 in Summit County, Ohio.

A handwritten signature in black ink, appearing to read "R. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder

APPENDIX 1

Step	Hourly Rate	Association Counter	11/06/97	Current Rate	Current Salary	Add On	Cur Rt + Add	Step Place	New Rate	Hourly Raise	Amount Of Raise	Total Wages 97/98	% Change
0	7.50	Bauer, Mary Beth	8.04	\$15,678.00	0.55	8.59	4	8.70	0.66	\$1,287.00	\$16,965.00	8.21%	
1	7.80	Benton, Sheryl	8.49	\$16,555.50	0.55	9.04	6	9.30	0.81	\$1,579.50	\$18,135.00	9.54%	
2	8.10	Dziewatkoski, Audrey	9.27	\$18,076.50	0.55	9.82	8	9.90	0.63	\$1,228.50	\$19,305.00	6.80%	
3	8.40	Flinn, Melissa	8.56	\$16,692.00	0.55	9.11	6	9.30	0.74	\$1,443.00	\$18,135.00	8.64%	
4	8.70	Harris, Tom	6.90	\$13,455.00	0.55	7.45	0	7.50	0.60	\$1,170.00	\$14,625.00	8.70%	
5	9.00	Johnston, Elaine	10.78	\$21,021.00	0.55	11.33	13	11.40	0.62	\$1,209.00	\$22,230.00	5.75%	
6	9.30	Lanaghan, Dorothy	11.22	\$21,879.00	0.55	11.77	15	12.00	0.78	\$1,521.00	\$23,400.00	6.95%	
7	9.60	Little, Dave	6.31	\$12,304.50	0.55	6.86	0	7.50	1.19	\$2,320.50	\$14,625.00	18.86%	
8	9.90	Losey, Claudia	7.73	\$15,073.50	0.55	8.28	3	8.40	0.67	\$1,306.50	\$16,380.00	8.67%	
9	10.20	Marano, Rose	7.66	\$14,937.00	0.55	8.21	3	8.40	0.74	\$1,443.00	\$16,380.00	9.66%	
10	10.50	Miller, Judy	10.81	\$21,079.50	0.55	11.36	13	11.40	0.59	\$1,150.50	\$22,230.00	5.46%	
11	10.80	Myler, Robert	5.89	\$11,485.50	0.55	6.44	0	7.50	1.61	\$3,139.50	\$14,625.00	27.33%	
12	11.10	Peterson, Virginia	6.31	\$12,304.50	0.55	6.86	0	7.50	1.19	\$2,320.50	\$14,625.00	18.86%	
13	11.40	Radvansky, Sandy	10.25	\$19,987.50	0.55	10.80	11	10.80	0.55	\$1,072.50	\$21,060.00	5.37%	
14	11.70	Rice, Charles	5.66	\$11,037.00	0.55	6.21	0	7.50	1.84	\$3,588.00	\$14,625.00	32.51%	
15	12.00	Ross, Lucretia	10.70	\$20,865.00	0.55	11.25	13	11.40	0.70	\$1,365.00	\$22,230.00	6.54%	
16	12.30	Skinner, Carol	8.83	\$17,218.50	0.55	9.38	7	9.60	0.77	\$1,501.50	\$18,720.00	8.72%	
17	12.60	Slowikowski, Linda	10.63	\$20,728.50	0.55	11.18	13	11.40	0.77	\$1,501.50	\$22,230.00	7.24%	
18	12.90	Timmerman, Rose	11.22	\$21,879.00	0.55	11.77	15	12.00	0.78	\$1,521.00	\$23,400.00	6.95%	
19	13.20												
20	13.50			\$322,257.00							\$31,668.00	\$353,925.00	

RANKING METHOD

- Bring everyone to minimum of the new ranges.
- If at or above the minimum, give a flat percentage of 2.15%.

POINTS ON CLASSIFICATION

A GROUP                      MINIMUM \$10.50                      23 Points & Above

P.C. Analyst

B GROUP                      MINIMUM \$9.50                      18-22 Points

Secretary/Assistant, Career Planning  
Administrative Assistant/Secretary, Director, B.I.T.C.E.

C GROUP                      MINIMUM \$8.50                      15-17 Points

Accounting Assistant, Accounts Receivable  
Secretary, Director, Tech Prep  
Secretary, Director, Admissions  
Secretary, B.I.T.C.E.  
Student Information Clerk  
Library Assistant  
Accounting Assistant, Payroll  
Accounting Assistant, Accounts Payable

D GROUP                      MINIMUM \$7.50                      14 Points & Below

Bookstore and Central Services Clerk  
Custodians  
Preschool Aide

## COMPENSATION SCHEDULE

Name	Current Rate	7/1/97 Across the Board, Inc.	7/1/97 * New Rate	7/1/98 New Schedule	7/1/98 Step Place	7/1/99 Step Place
Bauer, Mary Beth	8.04	40¢	8.44	8.70	4	5
Benton, Sheryl	8.49	40¢	8.89	9.30	6	7
Dziewatkoski, Audrey	9.27	40¢	9.67	10.20	8	9
Flinn, Melissa	8.56	40¢	8.96	9.60	6	7
Harris, Tom	6.90	40¢	7.30	7.50	0	1
Johnston, Elaine	10.78	40¢	11.18	11.70	13	14
Lanaghan, Dorothy	11.22	40¢	11.62	12.00	15	16
Little, Dave	6.31	40¢	6.71	7.80	1	2
Losey, Claudia	7.73	40¢	8.13	8.70	3	4
Marano, Rose	7.66	40¢	8.06	8.70	3	4
Miller, Judy	10.81	40¢	11.21	11.70	13	14
Myler, Robert	5.89	40¢	6.29	7.50	0	1
Peterson, Virginia	6.31	40¢	6.71	7.50	0	1
Radvansky, Sandy	10.25	40¢	10.65	11.10	11	12
Rice, Charles	5.66	40¢	6.06	7.50	0	1
Ross, Lucretia	10.70	40¢	11.10	11.70	13	14
Skinner, Carol	8.83	40¢	9.23	9.60	7	8
Slowikowski, Linda	10.63	40¢	11.03	11.40	13	14
Timmerman, Rose	11.22	40¢	11.62	12.00	15	16
* Retroactive salary adjustment						

**STEP SCHEDULE**  
**7/1/98 - 6/30/2000**

**APPENDIX 3**

<b>Step</b>	<b>Hourly Rate</b>
0	7.50
1	7.80
2	8.10
3	8.40
4	8.70
5	9.00
6	9.30
7	9.60
8	9.90
9	10.20
10	10.50
11	10.80
12	11.10
13	11.40
14	11.70
15	12.00
16	12.30
17	12.60
18	12.90
19	13.20
20	13.50

## COMPENSATION PROVISIONS

The College may revise any position description at any time to meet its personnel needs.

A. Job Classification

Bargaining unit jobs are classified on the basis of the knowledge, complexity, skill and difficulty involved in performing the job duties satisfactorily. The College reserves the right to reassign work or change job assignments at any time to meet its needs.

B. Promotions

If a bargaining unit member is promoted, the amount of increase will be 5% of the minimum of the Job Classification to which the employee is promoted or the minimum of the range, whichever is greater.

Under no circumstances will the employee's base hourly rate for a promotion exceed the maximum of the rate range for the Job Class to which they are promoted.

C. Demotion

Employees who must be demoted will have their salaries reduced by 5% of the minimum of the range to which they are demoted. Under no circumstances will the employee's hourly rate exceed the maximum of the range of the position to which they are demoted.

D. Pay Periods

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

E. Payroll Deductions

Deductions for local, state and federal income taxes are made as required from each pay, as is a deduction for the School Employees Retirement Fund. Such deductions are compulsory.

Certain other deductions, approved by the College, such as employee pledges to United Way campaigns, credit union, tax-deferred annuity, and supplement life insurance are voluntary and will be made when authorized by the employee.

F. Temporary Move-Up for Full-Time Bargaining Unit Members

The following policy shall apply to all full-time bargaining unit members whose salaries are below the mid-point for the job to which they have been temporarily assigned.

1. Additional compensation will be payable to eligible full-time bargaining unit members when temporarily assigned to perform the full scope of a higher rated full-time bargaining unit position or a full-time Contract position. All temporary move-ups must be authorized by the department head in advance of the actual reassignment under the conditions listed below.
2. Additional compensation will be payable to eligible full-time bargaining unit members when temporarily assigned to perform the partial scope of a higher rated full-time Contract position for extended periods of time. This partial scope assignment assumes that the employee is less than fully qualified for the Contract position and could not fill it under normal circumstances. All temporary move-ups must be authorized by the department head in advance of the actual re-assignment under the conditions listed below.
3. Responsibility

The Vice President for Administrative Services shall have responsibility for implementation of this policy.
4. Bargaining Unit Positions
  - a. Additional compensation (explained below) for temporary move-ups to a full-time bargaining unit job of a higher salary grade will be paid on a bi-weekly basis.
  - b. The rate to be paid for a temporary move-up is a fifty dollar (\$50.00) per month increase or \$2.50 per day increase, if less than one month, regardless of the job class of the position to which the employee moves temporarily.
5. Full-Time Contract Positions
  - a. Full-time bargaining unit members working as temporary replacements on full-time Contract positions will be paid a rate equal to one hundred dollars (\$100.00) per month increase or \$5.00 per day increase, if less than one month, above his/her present base salary as long as the adjusted salary does not exceed the current salary of a full-time Contract incumbent.
  - b. The temporary replacement rate for temporary move-ups to a full-time Contract staff job will be paid on a bi-weekly basis. For example, employees who move-up for less than five consecutive days including holidays will not be eligible for move-up pay.
6. Partial Scope of a Full-Time Contract Position
  - a. A full-time bargaining unit member, performing partial scope of a full-time

Contract position, will be paid a rate equal to fifty dollars (\$50.00) per month increase or \$2.50 per day increase, if less than one month, regardless of the contract position which the employee fulfills as long as the adjusted salary does not exceed the current salary of the full-time Contract incumbent.

- b. The temporary partial scope employment will be paid on a bi-weekly basis.

7. General Statements

- a. The provision refers to performing the full scope of the higher rated position before additional compensation will be paid. Employees must work a minimum cumulative total of twenty (20) days on the higher rated position or until such time that the immediate supervisor has determined that the full scope of that position is being performed before additional compensation will be paid.
- b. This "Temporary Move-Up for Full-Time Bargaining Unit Member Provision" only relates to proper method of payment and in no way detracts from management's right to temporary fill that full-time bargaining unit or Contract position in whatever manner it seems necessary.
- c. Bargaining unit members who are to receive "temporary move-up" increases should be reported to the Vice President for Business Services in the same manner that overtime is reported.
- d. The provision 6(a) refers to performing the partial scope of a higher rated position before additional compensation will be paid. Employees must work a minimum of twenty (20) consecutive work days in the higher rated position before the additional compensation will be paid. Payment will begin after the twenty consecutive days have been completed and a recommendation has been received by the immediate supervisor and approved by the Vice President for Administrative Services as meeting all criteria for a partial scope compensation award.

G. Loss of Wages

Unauthorized absence or absence in excess of accumulated leave by a bargaining unit member will result in a proportionate reduction in wages.