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AGREEMENT BETWEEN
TERRA STATE COMMUNITY COLLEGE

and

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES LOCAL NO. 217/AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES LOCAL NO. 4**

**(Support Staff and Truck Driver
Training Academy Instructors Units)**

Effective Dates: July 1, 2016 – June 30, 2019

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PREAMBLE

THIS AGREEMENT is entered into by and between Terra State Community College (hereinafter referred to as "the College") and the Ohio Association of Public School Employees Local No. 217/American Federation of State, County and Municipal Employees Local No. 4 ("OAPSE/AFSCME"), (hereinafter referred to as "the Union") (collectively "the Parties").

ARTICLE 1 **MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by explicit provisions of this Agreement, the College reserves and retains the sole and exclusive right to determine and fulfill the mission of the College, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to the right to:

- A. Establish, amend and enforce all rules, regulations, policies and procedures governing and effecting the operations of the College.
- B. Determine matters of inherent managerial policy, including but not limited to: functions, processes, programs, standards of service, budgets, utilization of technology and organization structure, facilities and equipment;
- C. Determine the adequacy, size and composition of the workforce; subcontract work; and, implement a temporary shutdown of all or parts of the College's operations;
- D. Recruit, select and determine qualifications, characteristics and Job Titles and Job Families of new hires and establish, determine and modify job descriptions and duties for current employees;
- E. Promote, direct, supervise, evaluate, discipline, suspend, discharge for cause, transfer, classify and retain employees and determine criteria for the foregoing;
- F. Determine, establish and modify: hours of operations, employee hours, schedules, shifts and assignments, including but not limited to: work assignments to non-bargaining unit members, student workers and casual employees;
- G. Determine the mission of the College and effectively and efficiently fulfill that mission including the transfer, alteration and curtailment of any services or operations;
- H. Determine the location or locations of its operations. Sell, lease or transfer any portion of its operations, properties or facilities;

- I. Train or retrain employees as needed to fulfill the purpose or mission of the College.

Section 2. The College reserves any and all rights, powers and authority previously exercised by the College and specified above except as specifically modified by the provisions of this Agreement.

Section 3. The rights, powers and authority granted to the College in this Article are, and shall remain, exclusively those of the College.

ARTICLE 2

RECOGNITION AND SCOPE OF UNIT

Section 1. **Recognition.** The College recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours and other terms and conditions of employment for those employees defined in SERB in Case Numbers 05-REP-11-0171 and 06--REP-03-0047. Specifically excluded from the bargaining unit are: all Job Titles not specifically included, all management, supervisory, seasonal, casual, student workers, professional, confidential employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereinafter amended, and all restricted fund employees. The Executive Assistant to the President, and the Administrative Assistant to the Vice President for Student Success, and Administrative Assistant to the Vice President for Academic Affairs are specifically excluded from the bargaining units as confidential employees. The parties acknowledge that the Truck Driver Academy closed in 2010 and there has been no Terra Truck Driver Academy, nor any Truck Driver Academy instructors, since 2010.

Section 2. **Full Time Employees.** A full time employee is defined as an employee who is regularly scheduled for forty (40) hours per week.

Section 3. **Regular Part-Time Employees.** All provisions of this Agreement apply to those employees except for those articles, sections and clauses which reference "regular, full-time employees" only. A regular, part-time employee is defined as an employee who has been designated a part-time employee by the College and who regularly works between twenty (20) and twenty-nine (29) hours per week. "Regularly works" means that the employee was scheduled between twenty (20) and twenty-nine (29) hours for the majority of work weeks in the prior fiscal year. All other part-time employees are specifically excluded from the bargaining unit.

Section 4. **Reduced Appointment Employees.** Only reduced appointment employees included in the job titles referenced in Section 1 of this Article are included in the bargaining units. A reduced appointment employee is an employee who has been designated a reduced appointment employee by the College and who regularly works between thirty (30) and thirty-nine (39) hours per week. "Regularly works" means that the employee was scheduled between thirty (30) and thirty-nine (39) hours for the majority of work weeks in the prior fiscal year. All other reduced appointment employees are specifically excluded from the bargaining unit.

Section 5. **Truck Driver Training Academy Instructors.** It is recognized that the Truck Driver Training Academy instructors comprise a distinct and separate bargaining unit under SERB Case Number 06-REP-03-0047. The provisions of this Agreement apply to the Truck Driver Training Academy instructors unless otherwise indicated.

Section 6. **Membership.** The College and the Union agree that membership in the Union shall not be compulsory. The Union agrees that neither it nor any of its officers or members will intimidate or coerce any employee with respect to becoming or remaining a member of the Union.

Section 7. **New Job Titles.** A job title is the name that the College gives to a specific position. If a new job title is created, or is reactivated, which falls within the parameters of the bargaining unit, the wage rate for the position will be negotiated with the Union and the position shall be posted as a vacant position in accordance with the applicable provisions of this Agreement. A list of active and inactive job titles is attached to this Agreement and incorporated by reference.

Section 8. **New Job Families.** A job family is a group of job titles that share a common purpose but which have different levels of job responsibilities. The parties will first meet and attempt to resolve any disputes as to the appropriateness of adding (or not adding) any new job family to the bargaining unit. Thereafter, any disputes shall be resolved through the Grievance and Arbitration Procedure contained herein or any other mutually agreeable dispute resolution procedure. A list of job families is attached to this Agreement and incorporated by reference.

Section 9. **Restricted Fund Employees.** A “restricted fund employee” means any individual whose terms and conditions of employment with the College are restricted to purposes specified by grants, contracts, or other similar arrangements with governmental agencies (federal, state, or local), foundations, corporations, or individuals donating resources to the College, or employees whose primary job responsibilities are unrelated to the College’s educational mission.

ARTICLE 3

NON-DISCRIMINATION

Section 1. The Parties agree that neither the College nor the Union shall discriminate on the basis of race, color, religion, national origin, ethnicity, sex, age, gender identity, genetic information, gender expression, sexual orientation, marital status, disability, pregnancy, military status, or special disabled or Vietnam-era veteran status in provision of educational programs and services or employment opportunities and benefits pursuant to the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act of 1990, the Age Discrimination Act of 1976, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, and Chapter 4112 of the Ohio Revised Code.

Section 2. The use of the masculine or feminine gender in references throughout this Agreement shall be construed as including both genders unless the Agreement clearly requires a difference construction.

ARTICLE 4 **NO STRIKE AND NO LOCKOUT**

Section 1. **Union and College Cooperation.** During the term of this Agreement or any extension thereof, the Union, its agents, representatives and members shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way nor shall any employee instigate or participate directly or indirectly in any strike, slow-down, walk-out, call-in, sick-out, failure to report, work stoppage, mass resignation, picketing, or other interference with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Union shall cooperate with the College throughout the terms of this Agreement and any extension thereof in continuing operations of the College in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. **Violations.** Any employee who violates this Article shall be subject to discharge or other disciplinary action at the option of the College.

Section 3. **Notification.** In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in this Article occurs, the Union shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall also promptly order all employees to return to work at once.

Section 4. **Lockout.** The College shall not lock out any or all of its employees during the term of this Agreement.

Section 5. **Limitations.** Nothing in this Article shall be construed as a limit on the Union's statutory right to strike after the expiration of this Agreement or any extension thereof upon compliance with the statutory procedures and requirements of Ohio Revised Code 4117.

ARTICLE 5 **UNION REPRESENTATION**

Section 1. **Stewards.** The employer will recognize one (1) Union employee from each bargaining unit per shift designated by the Union as stewards for employees in the bargaining units for the purpose of processing grievances and attending meetings. The Union may designate one (1) alternate representative per bargaining unit per shift to act in the absence of the representative.

Section 2. **Negotiation Committee.** The bargaining unit members shall elect two (2) negotiation committee members and one (1) alternate for participation in contract negotiations. This provision may be modified by mutual agreement of the parties.

Section 3. **President.** One (1) employee per bargaining unit shall be elected by the bargaining unit as the President of the Union bargaining unit.

Section 4. **Union Duties.** The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. Union representatives shall make all reasonable efforts to investigate and process all grievances during non-working hours. When absolutely necessary to investigate or process grievances during work hours, Union representatives shall be permitted reasonable time to investigate, present and process formal grievances on the College property without loss of pay during their regular working hours; provided that, normal operations of the College are not disrupted and, in each and every instance where such time is required, only one (1) bargaining unit representative is assigned to a grievance, and such representative notifies his supervisor of the need for absence from his work station and the supervisor is provided sufficient time to make arrangements to cover the representative's normal job duties.

Section 5. **Union Access.** A non-employee representative of the Union shall have the right to visit the premises at any time during normal College business hours only for the purpose of investigating current working conditions and compliance with the terms of the Agreement, provided such representative receives prior approval from the College before entering the premises, and such visit is made in such a manner as to not unduly disrupt College operations. The Union is permitted to use the College's rooms for Union meetings so long as those rooms are available, not being used or needed for College business and properly requested and reserved.

Section 6. **Union Business.** The Union shall notify the College of the names, addresses, home telephone numbers and Union offices held for officers, stewards, negotiation committee, and other representatives as they are elected and shall update that information.

Section 7. **Union Meetings.** The annual meeting of the Northwest Ohio Association of Public School Employees is held each fall. Employees who wish to attend the annual meeting may attend by utilizing available vacation time scheduled in advance following the College's paid time off procedures.

ARTICLE 6

DUES DEDUCTION AND FAIR SHARE

Section 1. **Dues Deduction.** The College shall deduct from the pay of members of the Union covered by this Agreement any Union dues when such dues are individually authorized by the employee. Deductions shall be made only following receipt from the Union of individually signed authorizations executed by Union members for the purpose and delivered within thirty (30) days of the date that the deduction is to commence. All authorized deductions shall be made from the Union members' pay over twenty-four (24) pay periods. The College's obligation to make deductions will terminate automatically upon receipt of a revocation of authorization by an employee or upon the transfer to a job outside the bargaining unit. The College shall inform the Union promptly of all revocations of dues deductions. The Union agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits and other

forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement.

Section 2. **Fair Share Fee.** As a condition of continued employment, on or after sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, the members of the bargaining unit shall become members of the Union or pay to the Union a fair share fee. Such fee shall be deducted from the paychecks as provided in Ohio Revised Code, Section 4117.09(C) or successor statute.

Section 3. **PEOPLE.** The College agrees, upon receipt of prior written authorization, to make a one (1) time annual deduction from the pay of participating employees for contribution to Public Employees Organized to Promote Legislative Equality (PEOPLE). The deduction shall be strictly voluntary.

ARTICLE 7

NEGOTIATIONS PROCEDURE

Section 1. **Directing Requests.** Written requests to initiate negotiations shall be made to the College President or to the Local President, respectively. Such requests may only be submitted during the period of ninety (90) to one hundred twenty (120) days prior to the expiration of the Agreement. A mutually convenient initial meeting date shall be set (not held) within fourteen (14) days of the date of the request.

Section 2. **Exchange of Proposals.** At the second negotiation meeting, complete and specific proposals from both sides shall be exchanged. Upon mutual agreement between the parties additional proposals may be added no later than the third meeting of negotiation sessions.

Section 3. **Negotiation Meetings.** Employees on the negotiation committee shall be released from duties to attend meetings held during the work day. However, negotiation meetings may be called after working hours whenever possible. Each negotiation team size shall be limited to no more than three (3) members, including one (1) non-employee representative. At the outset of negotiations, the parties shall meet and agree upon ground rules which will govern the negotiations.

Section 4. **Assistance.** The parties may call upon consultants to consider matters under discussion and to make suggestions.

Section 5. **Exchange of Information.** The College agrees to furnish the Union, upon reasonable request and in a reasonable period of time (typically within fourteen (14) days), all public records needed to assist in negotiations. The Union shall provide as much needed assistance as possible.

Section 6. **Agreement.** When a tentative agreement on any item is reached, it shall be reduced to writing and, when approved by the Union and the College negotiation committees, it shall be signed by the parties. Upon ratification and adoption of a successor Agreement, the

Agreement shall be completed and distributed to employees within sixty (60) days after approval by the College's Board of Trustees. The Agreement shall not discriminate against any employees regardless of membership or non-membership in the Union. The College shall print sufficient copies for the Union and all current and future employees. The College and Union shall share equally in the cost of printing the Agreement.

Section 7. **Impasse.** Except as noted below, the parties will generally follow the dispute resolution procedures contained in the Ohio Revised Code Section 4117.14 *et seq.* or successor statutes. However, by mutual agreement, the parties can opt out of the statutory dispute resolution procedure. In the event an agreement is not reached by negotiations, either party may declare an impasse. Following a declaration of impasse, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist the parties with the negotiations. The mediator shall have the authority to schedule meetings for the purpose of promoting an agreement between the parties but shall have no authority to bind either party to any agreement.

Section 8. **Costs.** Costs and expenses which may be incurred in securing and utilizing the services of any mediator or third-party consultant, if mutually agreed upon by the parties, shall be shared equally by the College and the Union. Otherwise, each party will be responsible for any costs or expenses that it individually incurs.

ARTICLE 8

WORK RULES

Section 1. The Employer shall provide copies of all existing work rules, policies or directives to the Local Officers and the employees.

Section 2. Copies of newly established work rules or amendments to existing work rules applicable to bargaining unit members will be furnished to and discussed with the Local Union President or designee prior to posting and implementation.

Section 3. No such work rules, policies or directives shall conflict with or violate any provision of this Agreement. Such rules, policies and directives shall be reasonable and shall be subject to the grievance procedure.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Depending upon the nature and severity of the offense and whether the employee has received prior discipline, employees may receive discipline up to and including termination. The following non-exhaustive list of offenses is illustrative of the types of infractions which constitute cause for which employees may be terminated:

1. Violation of local, state or federal laws which involve immoral conduct or adversely affect the College's reputation or the ability of the employee to effectively perform his or her job duties;

2. Insubordination;
3. Theft;
4. Excessive absenteeism or tardiness or absence without authorization or justification;
5. Violation of the College's drug free workplace policy or related procedures;
6. Actions which are detrimental to the effective operation of the College, its educational programs, students and/or employees;
7. Repeated documented performance deficiencies.

Section 2. The College will endeavor to employ corrective and progressive discipline. Prior to discipline being issued, written notice shall be delivered to the employee and shall include a statement of the charges, proposed disciplinary action, the right to have Union representation, a summary of the evidence being brought against the employee and the date, time and place of the hearing. However, the College will determine, on a case by case basis, the level of discipline which may be imposed which may include: verbal and written warnings, suspensions with or without pay, probation and termination. For less serious infractions, it is expected that most cases will be disposed of by informal counseling with the employee's supervisor without resort to formal disciplinary action. This informal counseling will not be recorded as discipline in the employee's personnel file. Absent circumstances beyond the College's control, disciplinary investigations will be completed within sixty (60) calendar days from the date of the due process meeting.

Section 3. The College will maintain a written record of all formal disciplinary actions in the employee's personnel file. The employee and Local President may receive copies of any formal disciplinary documentation upon request and the employee may provide a written response to the discipline which shall be kept in the personnel file. The local President or designee shall be notified and have an opportunity to be present for any disciplinary action and/or proceedings. All discipline shall be subject to the grievance procedure.

ARTICLE 10

SENIORITY

Section 1. Seniority is defined as the uninterrupted continuous length of employment as a bargaining unit member at the College since the member's original full time, reduced appointment or part time (non-student) date of hire. Any employee entering the Union after July 1, 2007 will have his/her seniority based on the date he/she became a bargaining unit member.

Section 2. At the request of the local President or his or her designee, January 31 each year, a seniority list shall be provided to the Local Union President containing the seniority

date for all employees and their Job Families and Job Titles. The Union or any employee may notify the Human Resources Department if there are any inaccuracies regarding seniority dates. When one or more employees have the same seniority date, the employee whose birthday occurs first in the calendar year shall be considered more senior.

Section 3. Seniority shall not accrue during unpaid leaves of absence or layoffs unless otherwise required by law.

Section 4. Employees shall lose seniority for reasons which include the following:

- A. Resignation;
- B. Discharge for cause;
- C. Absence from work for five (5) consecutive work days without providing actual notice to the College by the end of the fifth day of absence. "Actual notice" means notice received by the Supervisor by means of a telephone call from the employee or family member, or electronic mail or certified mail from the employee;
- D. Failing to return after a leave of absence or layoff without prior approval of an extension;
- E. Failure to notify of intent to return to work within fourteen (14) calendar days following mailing of recall notice;
- F. Retirement;
- G. Engaging in outside employment without prior approval of the College during medical and/or workers' compensation leave of absence;
- H. Any period of absence greater than the employee's length of service or one (1) year.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. **Purpose.** The primary purpose of this procedure shall be to obtain, at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

Section 2. **Definitions.** A "grievance" is defined as any dispute regarding the interpretation of this Agreement which includes claims by an employee(s), the Union or the College that there has been a violation, misapplication or misinterpretation of one or more specific provisions of this Agreement or that College policies promulgated after the effective date of this Agreement conflict with or violate the terms of this Agreement. In the event the

grievance affects a group of employees, the Union may file a grievance on behalf of those employees. One grievance shall be written and signed by all affected employees and be initiated at Step II of the grievance procedure. A “grievant” is the party who files a grievance.

Section 3. General Provisions.

- A. **Time Limits:** Stipulated time limits are considered maximums to ensure rapid resolution to problems and grievances. Extensions must be mutually agreed to by both parties in writing. Failure of the grievant or the Union to adhere to the time limits at any step, without mutual written agreement, will result in a nullification of the grievance. Failure of the College to timely respond to a grievance will enable the grievance to be processed to the next step in the grievance procedure.
- B. **Representation:** A grievant(s) may have a designated Union representative present at all grievance meetings.
- C. **Validation:** The grievance must be reduced to writing on a mutually acceptable grievance form. The written grievance shall specify the name of the grievant, the date and place the grievance occurred, the employee's name and signature, the contractual provision (Article and Section) allegedly violated, pertinent facts giving rise to the grievance and the requested remedy. The written grievance must be signed and dated by the designated Union representative. No grievance shall be processed or considered timely without the foregoing information. At each step of the grievance procedure, the appropriate section of the grievance form must be signed and dated by the Immediate Supervisor or Administrator in order to be considered valid.
- D. **Written Decisions:** All decisions rendered shall be in writing and conveyed to the grievant(s) and Local President within the time limits contained herein.
- E. **Reprisals:** No reprisals of any kind shall be taken by the College or any of its agents against any grievant, any representative, any employee or any other participant in the grievance procedure because of such participation. Similarly, no reprisals of any kind shall be taken by the grievant or the representative or the Union against the College or any of its agents.

Section 4. (Step I) - Immediate Supervisor. The grievance form must be filed within fifteen (15) work days after the grievant(s) or Union could reasonably be expected to have knowledge of the occurrence of the alleged grievance. The Immediate Supervisor shall schedule and hold a meeting with the grievant and designated Union representative within ten (10) work days of receipt of the grievance. Parties will discuss and attempt to reach a resolution. The date of discussion, nature of discussion and reference to the contractual provision allegedly violated shall be evidenced in writing and signed by the parties to the discussion. A written decision shall be provided by the Immediate Supervisor within ten (10) work days of the meeting.

Section 5. **(Step II) - Second Level Appeal.** If the grievant is not satisfied with the disposition of the grievance at Step I, the grievance may be appealed in writing to the Director of Human Resources within ten (10) work days of receipt of the Step I response. The appropriate College Officer or the College's designee shall schedule and hold a meeting with the grievant(s) and designated Union representative within ten (10) work days of receipt of the appealed grievance. A written decision shall be provided within ten (10) work days of the meeting.

Section 6. **(Step III) - FMCS Mediation.** If the decision at Step II is unsatisfactory, the grievance may be submitted for mediation to FMCS by filing a request with the Director of Human Resources within ten (10) work days of receipt of the Step II response. The parties shall first attempt to mutually agree on a mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall conduct grievance mediation in accordance with FMCS rules.

Section 7. **(Step IV) - Binding Arbitration.** If the decision at Step III is unsatisfactory, the grievance may be appealed to binding arbitration. The notice of intent to arbitrate shall be made within fifteen (15) work days following the conclusion of mediation and sent to the College President by certified mail.

- A. The party seeking arbitration may petition FMCS to provide both parties with a list or lists of seven (7) names from which an arbitrator will be selected and notified in accordance with the rules of the FMCS. A panel of arbitrators shall be requested by the party seeking arbitration within fifteen (15) work days of the College's receipt of the notice of intent to request arbitration. The parties shall select an arbitrator by the alternating strike method with the party requesting arbitration striking first. Each party may request one (1) additional panel without agreement by the other party.
- B. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the FMCS.
- C. The decision shall be in writing and a copy sent to both parties. The decision of the arbitrator shall be binding.
- D. The arbitrator shall not have the authority to add to, subtract, modify, change or alter any of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- E. Costs. The fees associated with procuring a panel from FMCS shall be borne by the party requesting arbitration. The costs of any proof produced at the direction of the arbitrator, the arbitrator's fee and the rent, if any, for the hearing room shall

be borne equally by the parties. The expenses of any non-employee witnesses shall be borne by the party calling them. The grievant and any bargaining unit member subpoenaed by the arbitrator to testify as a witness shall not lose any pay and benefits for time spent testifying so long as those hours are during his normally scheduled work hours. The fees of the court reporter shall be paid by the party requesting the court reporter. However, such fees shall be borne equally by both parties if both parties desire a court reporter or request a copy of any transcript.

- F. **Arbitrability.** The removal of a probationary employee is not arbitrable. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance in advance of the arbitration via a conference call or other expedited means. If the arbitrator finds the grievance to be arbitrable, he shall proceed to hold a hearing on the merits of the grievance.
- G. **Arbitrator's Authority.** The foregoing provisions for arbitration are not intended and shall not be construed as in any way qualifying or making subject to change any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated into any new or successor agreement between the parties. The arbitrator shall have no power or authority to add to, subtract from or in any manner alter the specific terms of this Agreement. The arbitrator shall only decide the grievance presented as articulated on the written grievance form. The Union shall have the right to amend the grievance up to thirty (30) days prior to the date of the arbitration hearing. The decision of the arbitrator is final and binding.
- H. **Settlements.** A grievance settled at any step of the grievance and arbitration procedure shall not constitute precedent or prejudice for future settlements or arbitrations unless otherwise agreed to by the parties. Absent mutual agreement of the parties, settlements of grievances or the contents thereof shall not be admissible into evidence in arbitration proceedings regarding separately numbered grievances.

ARTICLE 12

LABOR-MANAGEMENT COMMITTEE

Section 1. **Purpose.** The purpose of the Labor Management Committee ("LMC") is to discuss matters of concern to either the College or the Union.

Section 2. **Meetings.** Unless mutually agreed otherwise, LMC meetings will be held every other month (February, April, June, August, October and December). Either the College or Union may request an emergency meeting. The Labor Management Committee will consist of three (3) Union Members and three (3) College representatives. The OAPSE representative will be rotational. The Union will nominate one individual for a Co-Chair position and the College will appointment one (1) Co-Chair.

ARTICLE 13

PROBATIONARY PERIODS

Section 1. The first ninety (90) working days shall be deemed a probationary period. At any time during this probationary period, the College may terminate the employee at its discretion and with or without prior notice or just cause. During such probationary period, an employee shall have no recourse to the grievance procedure or recall or lay off seniority rights. Bargaining unit members retained beyond their probationary period shall have their seniority computed based upon their most recent date of hire.

Section 2. Employees who are promoted within the College shall serve a thirty (30) working day probationary period. If an employee's performance is deemed by the College to be unsatisfactory in the position to which he has been promoted, he will be reinstated to the position from which he was promoted or to a similar position as determined by the College.

Section 3. The College may extend the probationary periods contained in this Article an additional thirty (30) working days provided that the College notifies the employee of such extension prior to the expiration of the probationary period, and the reason therefore in writing. "Working days" for purposes of this Article shall be defined in terms of shifts actually worked.

ARTICLE 14

VACANCIES

Section 1. **Definition.** A "vacancy" is defined as a job opening in a bargaining unit position including positions that become open as a result of terminations, retirements, promotions, and resignations, that the College has posted and intends to fill, and for which an offer of employment has not been accepted.

Section 2. If a job opening occurs within the bargaining unit, the College will determine whether there is a vacancy and whether or not to fill the position or temporarily fill the position. If the College determines that the position should be filled, the College will post a notice of the vacancy for a ten (10) work day period and employees may bid on the vacancy by signing the bid sheet within the ten (10) work days. The vacant position will be awarded to the most senior qualified bargaining unit bidder. If an employee bids but is not awarded the position, the employee may submit a written request to the Director of Human Resources asking for the reason(s) why the employee was not awarded the position. If the College determines that there is no qualified bargaining unit bidder, then the vacancy may be filled from outside the bargaining unit. Nothing in this Section shall be construed to require the College, at any time in the process, to fill the vacancy. A vacancy may be temporarily filled for a maximum of sixty (60) working days which may be extended by mutual agreement by the College and the Union. A leave of absence does not create a vacancy. In the event the bidder declines the position the College shall automatically award the position to the second most senior qualified bidder. If a position is posted internally and the employee is promoted or transferred to the position and does not successfully complete the probationary period, the College may post the position externally, if there were no other qualified bidders.

Section 3. The posting under this Article shall contain the hours of work, starting and ending times, job description and rate(s) of pay. The College shall post the position on a bulletin boards in a mutually agreed upon location and provide a copy of the posting to the Local Union President.

Section 4. No employee will be awarded more than three (3) bids in any calendar year. Declining an awarded position or positions to take another open bid position will only count as one bid under this section.

Section 5. Employees on an extended leave of absence (twenty (20) or more work days) are not eligible to bid on vacancies. Employees will be allowed a minimum of ten (10) calendar days from the date of the initial posting to provide written notice to the College, and other information required by the job posting, of their intent to bid on the position. Employees simultaneously bidding on more than one position must state their preference on each bid. Notice of job bids will be provided upon request to the Local Union President at the conclusion of the job posting period.

Section 6. A successful bidder who fails to perform satisfactorily in the judgment of the College will be returned to his former position within thirty (30) working days of being assigned to the vacancy. A successful bidder may, at his discretion, notify the College that he wishes to return to the former position, Job Family, shift and wage rate no later than thirty (30) working days after being assigned to the vacancy.

Section 7. The College may extend the probationary period contained in Section 5 of this Article up to an additional thirty (30) working days provided that the College notifies the employee and the Local President or his/her designee of such extension prior to the expiration of the probationary period, and notifies the employee the reason for the extension in writing.

Section 8. "Working days" for purposes of this Article shall be defined in terms of shifts actually worked.

ARTICLE 15

LAYOFF AND RECALL

Section 1. **Layoff Notification.** When the College determines that a layoff is necessary due to lack of funds, lack of work or circumstances beyond the College's control, it will notify the affected employee and the Union at least thirty (30) calendar days in advance, if possible, of the effective date of the layoff. Employees whose positions are reclassified from a full-time position to a reduced appointment position are not laid off. Full-time or reduced appointment employees whose positions are reclassified as a part-time position shall be deemed laid off under this Article.

Section 2. **Layoff and Consideration for Vacancies.** The College shall determine in which job family layoffs will occur and those decisions will be shared with the Union. Layoffs will be made according to seniority within the affected job family with the least senior employee

laid off first. An employee scheduled for layoff may request to be considered for vacancies for which the employee is qualified.

Section 3. Bumping. An employee laid off from a job family may bump an employee with less seniority who works the same number of hours in the same or lower paying job title within the job family provided the employee is immediately qualified to perform the job. Should the bumping employee not be immediately qualified to perform a position of equal hours in the same or lower paying job family, then the bumping employee may displace a bargaining unit employee in the same or lower paying job family who works less hours. An affected employee may not use the bumping procedure to increase pay or hours. If no least senior employee in the job family exists, the employee must bump a less senior employee who works the same or fewer hours in a different job family in a position for which the employee is immediately qualified to perform. Immediately qualified to perform the applicable work is determined from the job description of the position being bumped into, in addition to the employee's ability, aptitude, skill, experience, and qualifications to perform the essential functions of the job. Assessment tests created for the position may be used as part of the evaluation of whether the employee is immediately qualified to perform the applicable work. Any employee who is displaced by the bumping procedure shall immediately exercise his right to bump or to accept layoff. Employees who bump into a position within their job family are presumed immediately qualified to perform it. The Union and the College will meet to discuss options if the College believes the employee is not qualified for a position in the employee's job family. If there is no resolution to the discussion, any disputes shall be resolved through the Grievance and Arbitration Procedure contained herein or any other mutually agreeable dispute resolution procedure.

Section 4. Compensation in the New Position. The bumping employee will be paid his/her existing salary prior to the bump if that salary falls into the pay grade for the position into which the employee bumped, or the highest salary for the position into which the employee bumped, whichever is less.

Section 5. Recall. When employees are laid off, the College shall create a recall list within each job family. The College shall recall employees from layoff as needed. An employee shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff. When the College recalls employees from the list, they shall be recalled to their previous job family in a position of equal or lesser hours at the same or lower rate of pay, if available, but not necessarily to the shift on which they were working when laid off.

Section 6. Recall Notification. Notice of recall shall be sent to the employee by certified mail. An employee on layoff has fourteen (14) days from receipt by certified mail of the notice of recall to return to work unless the College determines a longer period is acceptable or necessary. An employee recalled may request an extension of up to two (2) weeks to return to work provided the employee notifies the College of his intent to return to work within the aforementioned fourteen (14) day period. The College shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee. Employees who are laid off shall remain eligible to bid on vacancies and be recalled for twelve (12) months from the effective date of the layoff. An

employee shall no longer be eligible for recall if he or she waives recall rights in writing or has otherwise lost seniority under this Agreement.

Section 7. **Continuation of Insurance.** The College shall pay its portion of health care insurance until the employee is laid off. Thereafter, employees may continue health insurance under COBRA. A laid off employee may cash out vacation accrued prior to the layoff. An employee does not accumulate paid time off during layoff and sick leave cannot be used during a layoff.

Section 8. **Reduction in Hours.** In order to avoid a layoff, the College, the Union and affected employees in the job family may agree to reduce hours in certain job families.

A. Voluntary Reduction in Hours.

Employees may request to change their employment status from a full-time employee to a reduced appointment employee. Decisions to approve a request to change employment status will be made in the College's sole discretion. Reduced appointment employees are scheduled between 30 to 39 hours per week. No bumping or posting will occur.

Reduced appointment employees:

- Are eligible for the same health and dental benefits the employee was previously receiving as a full-time employee.
- Accrue vacation and sick time.
- Earn years of service credit toward retirement.
- Maintain the same seniority they currently have with the union.

B. College Initiated Reduction in Hours.

The College may reclassify full-time employees to reduced appointment employees. Decisions to reclassify an employee's status to reduced appointment will be made based upon the College's need to efficiently and effectively control and direct its personnel and operational needs. The College will notify the Union and affected employee at least fourteen (14) calendar days prior to the date of change in status. The union member with the least seniority will be reclassified in the job title first. No bumping or posting will occur.

Reduced appointment employees:

- Are eligible for the same health and dental benefits the employee was previously receiving as a full-time employee.
- Accrue vacation and sick time.
- Earn years of service credit toward retirement.
- Maintain the same seniority they currently have with the union.

C. College Initiated Increase in Hours.

The College may reclassify employees whose hours are reduced pursuant to Section 8A or 8B above to full-time appointment employees. Decisions to reclassify an employee's status to full-time appointment will be made based upon the College's need to efficiently and effectively control and direct its personnel and operational needs. The College will meet and discuss the change in status with the Union and the affected employee at least fourteen (14) calendar days prior to the date of change in status. The union member with the most seniority will have the option to be reclassified in the job title first. No bumping or posting will occur.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 1. **Definitions.** The standard College work week begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday for purposes of calculating overtime. Each work day is considered as beginning at 12:00 a.m. and extending for a twenty-four (24) hour period. Except for holidays and inclement weather or emergency closing days, or other paid time off as provided in this Article, "hours worked" means hours actually worked and does not include paid or unpaid time off.

Section 2. **Working Day and Schedules.** The College will establish work schedules for employees including, but not limited to, the following:

(1) All employees shall comply with the assigned work schedule established within their respective work area. All non-exempt employees are expected to have a set schedule.

(2) Once work days and hours have been established, all events that occur on the scheduled work day will be in conjunction with the hours set. The employees will be charged, or paid, the number of hours that would have been worked should vacation, sick leave, holiday, or College closing occur. Department supervisors may adjust the regular weekly work schedules to accommodate the holiday pay so that the total hours will not exceed forty (40) hours per week.

(3) Work schedules for each area shall be determined by the supervisor on the basis of the needs and requirements of each department.

(4) Full-time staff (forty (40) hours per week) usually work five (5) eight (8) hour days each week from 8 a.m. to 5 p.m. Monday through Thursday with a one (1) hour unpaid meal break and from 8 a.m. to 4:30 p.m. on Friday with a 30 minute unpaid meal break. However, unique situations may warrant establishment of schedules that vary from this pattern.

(5) Special rearranged schedules for full-time employees may be approved by Administration for the department.

(6) In the event that a part-time employee is hired to work in two different areas, supervisors shall be notified by the Payroll Department. Total working hours for a part-

time employee hired in more than one area shall not exceed forty (40) hours per week, and shall be coordinated between the supervisors in order to comply with the above-mentioned limits.

(7) If the employee's scheduled shift consists of six (6) or more hours, those employees are required to take a mandatory thirty (30) minute unpaid meal break at the minimum. This meal break should be taken as close to the middle of the employee's shift as possible.

(8) Each employee shall have two (2) paid, interruptible fifteen (15) minute breaks per work day which may be scheduled by the employee's immediate supervisor.

(9) The College may establish and modify regular hours of work and work schedules for any and all employees and methods and means of tracking hours worked. The College will provide reasonable prior notice to the employee and reasonable prior notice to and discussion with the Union in the event of a change in the employee's set schedule. Mandatory meetings called by the College shall be considered hours worked. Noticed meetings are presumed to be mandatory unless otherwise stated. Reasonable prior notice is typically seven (7) calendar days.

Section 3. Work Week and Overtime. The College does not guarantee overtime. The normal work week for full-time employees is forty (40) hours. Hours worked by non-exempt bargaining unit employees in excess of forty (40) per work week shall be paid at the rate of one and one-half times the employee's regular rate. The College may require employees to work overtime and the College shall be the sole judge of the necessity for overtime. Overtime shall not be paid more than once for the same hours worked. All overtime must be requested by the College and must receive prior approval of the employee's supervisor. An employee entitled to overtime pay may elect compensatory time, accrued at the rate of one and one-half hours for each hour of overtime worked, in lieu of overtime pay which may be accumulated up to a maximum of forty (40) hours. All accumulated compensatory time must be used by June 30 of each fiscal year or it will be paid out to the employee.

Section 4. Overtime Rotation. All employees will be offered overtime work in the job title in which they are working, when the College determines overtime is necessary. Overtime work will be distributed by the College on a rotating basis within the job title, among those qualified to perform the work, beginning with the employee with the greatest length of service. If the employee with the greatest length of service refuses the overtime, it is then offered to the employee within the job title with the next greatest length of service. This process will continue through the rotation until an employee voluntarily accepts the overtime or if there is no voluntary acceptance of the authorized overtime, it shall be assigned to the employee with the least length of service.

The next time overtime work is available, the work will be offered first to the second highest senior person within the job title regardless of who volunteered first. If the employee declines the overtime, the overtime rotation will then continue using the above process. If everyone in the job title declines, the overtime is assigned to the employee with the least length of service.

This process of offering overtime work will continue through the list of employees; once it reaches the end of the seniority list, the process will then start over by offering overtime work first to the most senior employee. In any emergency, the supervisor has the authority to assign the necessary overtime work without resorting to the overtime rotation.

Section 5. **Overtime and Sick Time and Vacation.** Employees working over forty (40) hours in a workweek that includes the use of sick or vacation time shall not be charged for the sick or vacation time which would cause the weekly total to exceed forty (40) hours.

Section 6. **Emergency Situations.** "Emergency", for the purposes of this Article, means unforeseen conditions beyond the College's control including, but not limited to: inclement weather, work stoppages, or technological or mechanical malfunctions. In the rare situations where employees are called in for emergencies, overtime or compensatory time may be earned in a week where sick and/or vacation time was used by the employee. This Section does not pertain to unscheduled shifts as defined in Section 8 of this Article.

Section 7. **Emergency Call-In Pay.** Employees in the Service and Maintenance job family will receive a minimum of three (3) hours pay for off-duty call-in when called back by the supervisor or law enforcement personnel. This section does not pertain to time worked at the beginning or end of an employee's regular work day. This minimum pay runs concurrent with and is not added to all other employee hours worked throughout the work week.

Section 8. **Unscheduled Shift.** Regular full-time and part-time employees, who are requested to work at least two (2) hours of an unscheduled shift, either immediately before or immediately following their regular shift, shall be compensated for the hours worked at one and a half times the employee's regular rate. Compensation paid at one and a half times the employee's regular rate for working the unscheduled shift shall not be used to determine the employee's hourly rate for purposes of calculating overtime pay for the work week and may be earned in a week where sick and/or vacation time was used by the employee. This provision will not be applicable when the employee's schedule is changed with twenty-four (24) or more hours' notice.

ARTICLE 17

HOLIDAYS

Section 1. Full-time and reduced appointment employees only are eligible for paid holidays as follows. Full-time employees shall be compensated for the regularly scheduled number of work hours, straight-time pay for the following holidays:

- New Year's Day, January 1st
- Martin Luther King Day (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day, July 4th
- Labor Day (first Monday in September)
- Veteran's Day

- Thanksgiving Day (fourth Thursday in November) and the day before and after Thanksgiving
- Christmas Day, December 25th
- One Floating Holiday (effective January 1, 2011)

Section 2. Reduced Appointment employees shall receive holiday pay for the above holidays based upon the amount of time an employee is scheduled to work on the holiday.

Section 3. Part-time employees may, with approval of the supervisor, modify schedules the week of the holiday to reduce or limit any loss of hours.

Section 4. For each holiday above, the employee will be excused from work at the discretion of the employee's supervisor. If a holiday occurs while an employee is on a paid leave of absence (i.e., vacation), the employee shall receive holiday pay and shall not be charged against the paid leave.

Section 5. A full-time or reduced appointment employee shall receive regular straight-time pay for hours worked on a holiday, in addition to his regular, straight-time holiday pay when scheduled or called in to work.

Section 6. To be eligible for holiday pay, an employee must have worked or been on an approved leave, for the employee's full regularly scheduled work day before and after the holiday.

Section 7. For purposes of this Article, "holiday" shall apply to the shift beginning on the day on which the holiday is celebrated. A recognized holiday that falls on a Saturday will typically be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed the following Monday.

Section 8. The College may establish and modify the holiday schedule (not the number of paid holidays) annually. Changes to holidays will align with the Calendar Year, ensuring that 10 holidays are scheduled. If the College is closed the week between Christmas and New Year's Day, full-time and reduced appointment employees shall be paid their regular rate of pay for the closed days.

Section 9. Holidays are considered "hours worked" for purposes of calculating overtime.

Section 10. If a holiday falls on an employee's normally scheduled day off, the employee will be paid eight (8) hours for the holiday and the employee's schedule will be modified to accommodate the extra paid hours.

Section 11. The floating holiday must be scheduled in advance and approved by the employee's supervisor. The floating holiday must be taken as a full-day. The floating holiday must be taken in the calendar year in which it is received. An unused floating holiday will not be paid out at the end of the year or on termination of employment.

ARTICLE 18

VACATION

Section 1. All full-time and reduced appointment employees shall accrue vacation in accordance with the following schedule:

<u>Years of Continuous Full-Time Service at Terra</u>	<u>Vacation</u>
0 through 4 th year	10 days
5 th year through 9 th year	15 days
At 10 years	20 days

Section 2. All part-time employees shall accrue vacation in accordance with the following schedule:

<u>Years of Continuous Part-Time Service at Terra</u>	<u>Vacation</u>
0 through 4 th year	32 hours
5 th year through 9 th year	40 hours
At 10 years	48 hours

Accrued vacation for all part-time employees may be used on days the College is closed for holidays as long as the employee does not exceed the number of hours as per their regular set schedule.

Section 3. Reduced appointment employees earn vacation pro-rata based upon days worked in the fiscal year and vacation is charged in the amount of time the employee was scheduled to work on the vacation day.

Section 4. Vacation requests shall be made in advance to the employee's immediate supervisor who will approve or disapprove vacation based upon the needs of the College.

Section 5. Employees may carry over accrued but unused vacation time to the following fiscal year but the vacation carryover cannot exceed twice the annual accrual rate.

Section 6. Upon termination of employment, employees will be paid for any accrued but unused vacation accumulated as of the date of termination subject to the limits contained in Section 5 of this Article.

Section 7. Except as otherwise provided in this Agreement, vacation pay is not "hours worked" for purposes of calculating overtime.

Section 8. Vacation must be taken in fifteen (15) minute, hourly, half day or full-day increments of accrued vacation.

Section 9. Employees transferring to positions with different vacation benefits will begin accruing the vacation benefit associated with the new position upon the date of transfer.

Section 10. Vacation is paid based upon the salary or hourly rate in effect at the time the vacation is taken.

ARTICLE 19

SICK TIME

Section 1. **Accrual.** Full-time, non-probationary and reduced appointment employees shall accrue sick leave. Full-time, non-probationary employees accrue fifteen (15) sick days per year (5 hours each semimonthly pay period). Reduced appointment employees accrue sick leave on a pro-rata basis. Unused sick leave may be accumulated up to a total of one hundred eighty (180) days.

Section 2. **Usage.** Eligible employees may use sick leave of no less than thirty (30) minutes (in fifteen (15) minute increments) for personal illness, medical appointments, injury, pregnancy, disability, exposure to contagious disease which could be transmitted to others, and for absence due to illness or injury to a member of the employee's immediate family as defined under the Family & Medical Leave Act. Employees should make every effort to schedule medical and dental appointments during non-working hours. Sick leave runs concurrently with Family and Medical Leave.

Section 3. **Reporting.** Employees wishing to use sick leave must request such leave from his immediate supervisor prior to the start of the employee's workday. E-mail correspondence, direct telephone contact, voice mail, or verifiable text to the supervisor are sufficient notices of a request under this section. If the employee is physically unable to contact the supervisor, notice may be provided by an authorized representative of the employee. All sick time used must be reported on the employee's time records. Reduced appointment employees will be charged sick hours in the amount of time that the employee was actually scheduled to work for that day.

Section 4. **Certification.** A licensed physician's statement which details the nature of the illness and necessity for leave for the entire period requested is required for all sick leave periods five (5) or more consecutive work days. The College may require the employee to be examined by a licensed physician selected and paid for by the College and the College may require further substantiation of the reason for leave. An employee is required to submit a return to work certification prior to returning from a leave of five (5) or more consecutive work days. The College may also require the employee to be examined by a licensed physician selected and paid for by the College to determine fitness for return to work. Failure to submit to the examination shall be grounds for discipline, up to and including discharge. Falsification of any documents or giving false verbal representations relating to grounds for sick leave is grounds for discipline up to and including discharge. The College will consider an employee's failure to return to work upon expiration of sick leave a voluntary resignation of employment.

Section 5. **Donation of Leave and Other Paid Time Off.** Employees may voluntarily donate sick leave to other bargaining unit employees who have exhausted all forms of paid leave and are in critical need of additional leave due to a catastrophic illness or injury to the employee or a member of the employee's immediate family. A catastrophic illness or injury is one that is life threatening and requires an extensive period of recovery. Donated sick leave must be used for future time off and cannot be used for previous time off without pay.

Section 6. **Donation Procedures.** The following procedures apply to donated paid time off:

- A. Employees with less than sixty (60) days of accumulated sick leave shall not be eligible to donate.
- B. Employees may only donate up to seven (7) days per fiscal year.
- C. Once leave is donated, it shall not be returned.
- D. Donated leave shall be taken in full-day increments and be converted in value to the rate of the employee to whom the leave is donated.
- E. All applicable paid leave must first be exhausted before requesting donated days.
- F. An employee may no longer receive donated sick leave if the employee becomes eligible for another leave benefit, including but not limited to, long-term disability, workers' compensation or disability retirement.
- G. A doctor's statement certifying the catastrophic illness or injury and the employee's need to be off work must be submitted with the request. If the employee is incapacitated and unable to complete the necessary paperwork, the employer shall accept the paperwork from the employee's power of attorney.
- H. Employees may receive a maximum sixty (60) days of donated leave per catastrophic injury or illness.
- I. Sick leave donation may be discussed at Labor Management Committee meetings.

ARTICLE 20

UNPAID LEAVE

Section 1. **Eligibility.** Full-time, non-probationary and reduced appointment employees may be granted an unpaid leave of absence upon prior authorization from the College. Unpaid leave is granted in the College's sole discretion and only after all other forms of applicable leave have been exhausted. On a case by case basis, the College will determine whether employees may return to work on a part time basis until complete recovery is achieved.

Section 2. **Insurance.** Employees on approved leaves of absence shall pay to the College the full costs of the employee's health insurance premiums (College and Employee share) during the period of unpaid leave of absence. The amount of the premium owed by the employee shall be prorated in accordance with the number of days the employee is on unpaid leave.

Section 3. **Usage.** Employees are required to use unpaid leave only for the reason such leave was originally requested. Any unauthorized use of unpaid leave may result in discipline, up to and including termination of employment. The College will consider an employee's failure to return to work upon expiration of the leave a voluntary resignation of employment.

ARTICLE 21

FAMILY AND MEDICAL LEAVE

Section 1. The College will comply with the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). Bargaining unit members that meet the eligibility requirements of the College's policy are entitled to twelve (12) weeks of unpaid FMLA leave per rolling twelve (12) month period (measured backward from the date the leave commences). Eligible bargaining unit members will receive FMLA in accordance with the College's FMLA policy, including the requirement that employees exhaust all paid leave, if applicable, prior to using unpaid leave. FMLA runs concurrently with workers' compensation leave. There will be no break in seniority for bargaining unit members during the course of FMLA leave.

ARTICLE 22

BEREAVEMENT LEAVE

Section 1. Full-time and reduced appointment employees shall be granted bereavement leave due to the death of a member of the employee's immediate family. Immediate family, for this purpose, shall be defined as: Grandparent (including grandparent-in-law and step grandparent), parent (including parent-in-law and step-parent), sibling (including sibling-in-law, half-sibling and step-sibling), spouse, child (including step-child, grandchild and children-in-law) and other persons residing in the home of the employee.

Section 2. The employee shall receive pay for bereavement leave in accordance with the number of hours normally worked for the days missed due to the approved bereavement leave. Bereavement leave shall not exceed three (3) working days.

Section 3. Any days of approved bereavement leave require documentation at the request of the College.

Section 4. Additional days which will be charged against an employee's sick time may be taken as a result of the death of an immediate family member if approved by the immediate supervisor.

Section 5. Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. A "*Request for Qualified Paid Leave*" form shall be completed, specifically marked "Bereavement Leave" and the relationship of the deceased to the employee, to document the reason for the employee's absence. Completed forms shall be sent to the Payroll Department.

Section 6. Employees may use sick leave (not to exceed three (3) days) upon a supervisor's approval for funeral attendance when the deceased is someone who is not a member of the immediate family as defined above.

ARTICLE 23

MILITARY LEAVE

Employees will be granted a military leave of absence in compliance with all current federal and state laws.

ARTICLE 24

JURY DUTY AND WITNESS LEAVE

Section 1. The Employer encourages employees to perform their civic responsibilities when called upon for jury duty.

Section 2. The immediate supervisor shall be notified promptly when a jury summons is received.

Section 3. The full rate of compensation shall be allowed for such service provided the check received for the jury service is endorsed and made payable to the College. Payments will be based on the pay rate on record at time of such service. Payments will be made only for time lost from work because of jury duty.

Section 4. An employee requesting pay for jury duty must complete the request for Qualified Paid Leave form and note the hours missed due to jury duty on his/her timesheet before payment may be granted.

Section 5. Time taken off for jury duty shall not be charged to accumulated leave due the employee.

Section 6. Time lost by an employee to give testimony as a witness in court shall not be charged against vacation if such employee is subpoenaed unless the employee is named in the cause of action. The full rate of compensation shall be allowed for such services provided the check received as a witness fee is endorsed and made payable to the College. An employee who is a party to a civil or criminal action will not be paid for the time off for absences related to the action unless the employee requests vacation in accordance with Article 18 of this Agreement.

ARTICLE 25

INCLEMENT WEATHER DAYS

Section 1. **Inclement Weather Determination.** The responsibility and authority to interrupt all or a specific part of the operations of the College due to inclement weather is vested in the President or his/her designee. If an employee does not feel they are able to travel into work due to weather conditions when the College remains open, he/she is to notify their supervisor immediately. The employee will be required to take vacation leave or leave without pay for the time missed.

Section 2. **Delay, Dismissal or Cancellation.** Only on days where the College's operations are interrupted due to inclement weather, the following applies to regular full-time, reduced part-time, and core part-time bargaining unit employees who have a set schedule on file in the Human Resource Office.

Section 3. **Delays.** During inclement weather, the College may delay operations rather than close for the entire day. When such an occasion arises, personnel are expected to report for work at the time normal operations resume and work the remainder of their set schedule for that day. Hours missed due to the delay will be considered as leave with pay.

Section 4. **Early Dismissals.** The College may choose to announce an early dismissal and suspend classes and/or operations in the event of inclement weather. If operations are suspended and employees are asked to leave, the resulting absence for the remainder of that work day will be considered as leave with pay.

Section 5. **Cancellation.** When the College is officially closed because of inclement weather, the resulting absence will be considered as leave with pay.

Section 6. **Extended Work Hours.** Employees who need to work additional hours above their set schedule during the work week due to time lost for inclement weather are required to get prior approval from their supervisor.

Section 7. **Exceptions.** Full-time, non-exempt personnel who are required by their supervisor to work during a period of time that the College is closed for inclement weather, and while the other employees are not required to work, shall receive pay for their normal hours plus receive pay at the rate of time and a half for the hours they actually worked while the College was officially closed.

ARTICLE 26

UNION CONFERENCES AND MEETINGS

Section 1. The statewide annual OAPSE conference is held each May. Two (2) Local Union officers will be eligible for unpaid release time to attend the conference. Vacation may be taken for such time.

Section 2. The annual regional OAPSE meeting is held each Fall. Up to two (2) Union members will be eligible for unpaid release time to attend the meeting. Vacation may be taken for such time.

Section 3. In order to be eligible for Union conference release time, employees must notify their direct supervisor no later than twenty (20) days prior to the start of the conference and whether the employee will be taking vacation time or unpaid release time. Release time for purposes of this Section shall be subject to the same approval process as requests for vacation.

Section 4. **Local Meetings.** The President will provide one week's prior notice for regularly scheduled meetings. However, if an emergency meeting is deemed necessary by the Negotiating Committee or the President, the President will provide 24 hours' notice to the College. Late shift employees will be allowed to attend Local meetings as long as the supervisor agrees that the employee is able to adjust the employee's schedule to make up for time missed either before or after the employee's regular shift hours and the requested time off will not unduly disrupt operations.

ARTICLE 27

PROFESSIONAL DEVELOPMENT

Section 1. **Request.** Employees of the College may request or be asked by the College to attend and participate in professional development programs such as trainings, meetings, workshops, seminars, or conferences. If the program is something other than an onsite in-service training session provided by the College or a department within the College, then the employee will be required to provide an advance written request to his/her supervisor containing the following information:

1. Brief description of the program,
2. Explanation of how the program will benefit both the employee and the College as it pertains to the employee's Job Title, and
3. Itemized list of all expenses associated with attending the program.

Section 2. **Approval.** Approval of the written request is at the sole discretion of the College and will be contingent upon a number of factors including: the financial conditions of the College, relevance to the employee's Job Title, and the College's ability to reallocate work responsibilities and/or staff coverage during the times or days the employee will be absent. All requests must be approved by the employee's direct supervisor, appropriate Vice-President, and, if out-of-state travel is requested, by the College President.

Section 3. **Procedure.** Employees approved to attend and participate in professional development programs will be responsible for completing and submitting required documents in a timely manner. Except in special circumstance when the College has elected to make arrangements for the individual or group of individuals, the employee will be responsible for making any necessary travel arrangements prior to attending the program. If pre-payment is

required to attend the program then the employee must submit the appropriate information to the Financial Services Office at least two weeks prior to the date of the program.

Section 4. **Reimbursement.** Upon returning from the program, it will be the responsibility of the employee to submit documentation and actual receipts for College approved reimbursable items.

ARTICLE 28 **JOB AUDITS**

Section 1. The College may audit bargaining unit positions to determine whether those positions are properly classified as to job title, job family and/or pay grade. If the College determines that the position is improperly classified, the position will be placed into the appropriate Job Title, Job Family and/or pay grade. The Union shall be notified fourteen (14) calendar days prior to the effective date of the change in job title, job family and/or pay grade.

Section 2. If an employee believes his or her job has significantly changed, a request for a job audit may be submitted to the employee's immediate supervisor for consideration. Job audit requests must be submitted by February 1st to be effective for the next fiscal year (beginning July 1st).

Section 3. Upon receipt of a properly completed request for a job audit, the immediate supervisor shall review the request and forward the request to the Vice President, Student and Administrative Affairs. In order to conduct the review, the Director of Human Resources or his designee may use all available information including, but not limited to, applicable job descriptions and interviews of appropriate employees.

Section 4. The Director of Human Resources or his designee will issue a written response to the job audit request by March 31st. The determination by the Director of Human Resources or his designee is final and shall not be grievable by the Union or any employee.

Section 5. If the College determines as a result of the audit that a pay adjustment should be made, the employee shall be reassigned to the new entry level pay for the new pay grade or a 2% pay increase, whichever is greater. If the new pay grade is lower, the employee will be reassigned to the new pay grade without a reduction in pay, but pay for that employee will not increase until such time as the employee's pay falls within the pay range for the new grade. Pay grade adjustments shall not be retroactive.

Section 6. If the College determines as a result of the audit that a new job title or job family should be created, the parties will follow the process outlined in Article 2, except that the new job title will be filled by the audited employee(s) and not be posted as a vacant position.

Section 7. A bargaining unit employee may submit one request for a job audit throughout the term of this Agreement. Additional employee requests for a job audit will not be considered.

ARTICLE 29

SAFETY

Section 1. The College agrees to maintain safe working facilities, vehicles, tools, and equipment and the employees agree to follow all College safety rules and regulations at all times.

Section 2. Employees agree to report in writing any condition or situation that appears to be unsafe and to immediately report all workplace injuries and fill out an incident report for all workplace injuries by the end of the shift in which the injury occurs.

Section 3. The Union shall have the option to have one (1) representative on the College's Safety Committee.

ARTICLE 30

PERSONNEL FILES

The College maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

An employee may inspect his/her personnel file that is maintained by the employer. The employee may have a Union Representative present during such inspection. The employee may obtain a copy(s) of his/her files at a cost of \$0.10 per page. The College is entitled to a reasonable period of time to compile the file and produce it for inspection and may have a College representative present at the inspection.

ARTICLE 31

RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the College. Although advance notice is not required, the College requests at least two (2) weeks' written resignation notice from all employees.

ARTICLE 32

UNIFORMS

The College will provide uniforms to employees in Plant Operations and Custodial Services. Employees will be required to wear the uniforms and will be permitted to provide input into the uniform selection process.

ARTICLE 33

SUBCONTRACTING

The College agrees that subcontracting of work will not result in a reduction of regular hours for a current bargaining unit employee or a layoff of a current bargaining unit employee who, immediately prior to the subcontracting, was performing the same work as the subcontractor.

ARTICLE 34

HEALTH INSURANCE

Section 1. The College will provide group health insurance benefits to full time and reduced appointment bargaining unit employees. Except as limited by this Article, the College retains the right to change carriers, self-insure, institute cost containment programs such as spousal waivers, or otherwise modify its insurance program, including changes to benefit levels and/or cost to the employee, in the same manner and effective on the same date(s) as it may choose to modify group health insurance for all other College union and non-union staff covered by the insurance plan.

Section 2. From the effective date of this Agreement through September 30, 2016, the College will pay eighty-eight percent (88%) and the employees will pay twelve percent (12%) of the health insurance premiums for employees hired before January 1, 2008. The College will pay eighty percent (80%) and employees will pay twenty percent (20%) for all employees hired on or after January 1, 2008.

Section 3. At least one Union member shall be permitted to serve on the College's Benefits Committee. One of the functions of the Benefits Committee shall be to review the College's health insurance issues.

Section 4. Beginning October 1, 2016, the College will join the Stark County Schools Council of Governments (COG) and participate in the COG's program for health benefits. The following language modifies and supersedes any conflicting language contained in this Article beginning October 1, 2016. See COG Health Benefits Plan for COG adopted coverage information. In order to be eligible for insurance, an employee must be contracted for at least full-time or reduced appointment bargaining unit employees and eligible dependents. Employees may not be paid cash in lieu of insurance benefits.

Medical

- A. The College shall pay eighty-eight percent (88%) of the single and family coverage premium for employees hired before January 1, 2008.

The College shall pay eighty percent (80%) of the single and family coverage premium for all employees hired on or after January 1, 2008.

- B. Stark County Schools Council

The College may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The College shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

D. Preferred Provider - Prescription Drugs

The College shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The College shall provide term life and accidental death and dismemberment coverage in the amount of double the member's salary for each employee, rounded to the nearest thousand.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to College paid

coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The College shall provide dental coverage and pay one hundred percent (100%) of the premium for single coverage. The College shall pay the sixty percent (60%) of the coverage for family coverage and the employee shall pay forty percent (40%).

SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

SAME SEX MARRIAGE: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE 35

RETIREMENT SEVERANCE PAY

Section 1. Upon official retirement under Ohio law and under the State Employees' Retirement System ("SERS") and upon completion of ten (10) or more years of employment with Terra Community College, an employee shall be paid at his/her base daily rate for one-fourth (1/4) of any accrued sick leave, up to a maximum of thirty (30) days.

Section 2. The payment of retirement severance will be made within sixty (60) days of the College's receipt of proof of the employee having received a SERS retirement check.

Section 3. Such payment shall be made only once and shall eliminate all sick leave accrued by the employee.

Section 4. Should the College choose to increase the maximum accumulation of sick leave and/or retirement severance pay for non-union staff the increase shall be applicable to staff bargaining unit members.

ARTICLE 36 **WAGES**

Section 1. **Wage Rates.** All employee wages below the new minimum wage rate shall be increased to the minimum wage rate for the applicable grade. A Wage Rate Schedule is attached to this Agreement as Appendix A.

Section 2. **Wages.** Within thirty (30) calendar days of the ratification and approval of this Agreement, all full-time bargaining unit employees shall, with the exception of employees moving from Grade 4 to Grade 5, these employees will be reassigned to the new entry level pay for the new grade or a 2% increase, whichever is greater, shall receive (First Year) \$150 added to base wages (\$75 for part-time employees). All bargaining unit members shall receive 1.5% increase to base wages effective July 1, 2017, and a 1.5% increase to base wages effective July 1, 2018.

ARTICLE 37 **ENTIRE AGREEMENT**

Section 1. **Entire Agreement.** The Parties acknowledge that during the negotiations which resulted in this Agreement, they had the unlimited right and opportunity to make proposals and negotiate over any subject matter not removed by law from collective bargaining and that the understanding and agreements arrived at by the Parties after the exercise of those rights are set forth in this Agreement. College policies in effect at the time of the effective date of this Agreement govern unless specifically superseded by this Agreement.

Section 2. **Conflict Provisions.** In the event there is a conflict between a provision of this Agreement and Ohio Revised Code §4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with Ohio Revised Code §4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 38
DURATION

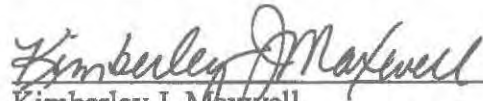
This Agreement shall be effective at 12:00 a.m. on July 1, 2016, and shall continue in full force and effect until midnight, June 30, 2019.


Terra State Community College


Jerome E. Webster, Ph.D.
President


Sandra Berlekamp
Board Chair

Ohio Association of Public School
Employees
("OAPSE"), Local 217 (Support Staff)


Kimberley J. Maxwell
OAPSE Union, President


Pamella J. Aldrich
OAPSE Union, Vice President

Appendix A
Wage Rates and Ranges

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
4	\$9.58	\$14.72
5	\$10.00	\$15.50
6	\$11.32	\$17.13
7	\$12.36	\$19.08
8	\$13.56	\$20.93
9	\$14.96	\$22.60
S9	\$14.96	\$32.04

Ranges may be increased annually by the College after consultation with the Union. Maximum ranges will be increased by 1.5% on July 1, 2017, and 1.5% on July 1, 2018.

Appendix B

Job Title and Job Families

<u>Job Family / Title</u>	<u>Full-Time (FT)</u> <u>Part-Time (PT)</u>	<u>Pav Grade</u>
Financial Support		
• Accounting Specialist.....	FT.....	9
• Accounting Specialist/Payables.....	FT.....	8
• Accounts Receivable Specialist.....	FT.....	8
• Accounts Receivable Specialist.....	PT.....	8
Graphics		
• Junior Graphics Designer.....	PT.....	8
Information Technology		
• Information Technology Technician.....	FT.....	9
• Data Entry Specialist.....	FT.....	7
• Reference Specialist.....	FT.....	7
Marketing Support		
• Admissions Recruiter.....	FT.....	9
• Public Relations and Communications Specialist.....	FT.....	9
Office Clerical		
• Academic Administrative Assistant.....	FT.....	9
• Administrative Assistant – Student Activities & Campus Life.....	FT.....	8
• Administrative Assistant – Conference Center.....	FT.....	8
• Assistant, Kern Center.....	FT.....	8
• Registrar’s Assistant.....	FT.....	8
• Receptionist/Customer Service.....	FT.....	6
• Receptionist/Customer Service.....	PT.....	6
Purchasing		
• Bookstore Specialist-Supplies.....	FT.....	9
• Bookstore Specialist-Textbooks.....	FT.....	9
Service and Maintenance		
• Machine Lab Specialist.....	FT.....	S9
• Maintenance Technician.....	FT.....	9
• Facilities Technician.....	FT.....	9
• Landscape Technician.....	FT.....	8
• Custodian.....	FT.....	5
• Custodian.....	PT.....	5

Dining Services

- Dining Services Specialist
- Dining Service Specialist

FT.....6

PT.....6

Appendix C
Job Families, Inactive Job Titles and Pay Grades

<u>Job Family / Title</u>	<u>Full-Time (FT)</u> <u>Part-Time (PT)</u>	<u>Pay Grade</u>
Financial Support		
• Financial Aid Specialist	FT.....	8
Graphics		
• Graphics Design Specialist	FT.....	S9
Information Technology		
• Communications Specialist	FT.....	8
• Reference Specialist	PT.....	7
• Web Assistant	FT.....	7
• Media Technician	FT.....	7
• Information Technology Software Support Help Desk Technician	FT.....	7
• Information Technology Software Support Help Desk Technician	PT.....	7
Marketing Support		
• Admissions Recruiter	PT	9
• Marketing Assistant	FT.....	8
Office Clerical		
• Academic Administrative Assistant	PT.....	9
• Administrative Assistant	FT.....	8
• Student Activity Center/Athletic Specialist	PT.....	9
• Assistant, Center for Learning Achievement	FT.....	8
• Records Specialist	FT.....	8
• Library Assistant/GED Coordinator	FT.....	7
• Library Assistant-Reference	FT.....	7
• Library Assistant	FT.....	6
• Receptionist/Admissions	FT.....	6
• Payroll Clerk	FT.....	6
• Payroll Clerk	PT.....	6
• Student Activities Assistant	FT.....	6
Purchasing		
• Bookstore Specialist-Supply Buyer	PT.....	9
• Bookstore Specialist-Textbook Buyer	PT.....	9
• Purchasing and Reservation Specialist	FT.....	7
Service and Maintenance		
• Maintenance Worker	FT	7
• Reprographics Technician	FT.....	6

- Shipping/Receiving Clerk.....FT.....6

Truck Drivers

- Driving Instructors.....FT.....7
- Driving Instructors.....PT.....7