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AGREEMENT

BETWEEN

CUYAHOGA COMMUNITY COLLEGE DISTRICT

AND

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

FULL-TIME EMPLOYEE UNIT

Effective January 1, 2020 to December 31, 2022

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ARTICLE 1

PURPOSE

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

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

ARTICLE 2

RECOGNITION

Section 2.1 Pursuant to certification by the American Arbitration Association of the results of a representation election conducted in accordance with the Conditions and Procedures established in the pre-election agreement as approved by the Board of Trustees of the Cuyahoga Community College District on September 23, 1982, the College hereby recognizes Service Employees International Union, District 1199, WV/KY/OH, The Health Care and Social Service Union, CTW, CLC as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members of the bargaining unit described below.

Section 2.2 The members of such bargaining unit are all full-time employees classified in grades two through ten of the support personnel salary schedule.

Section 2.3 The following categories of employees are excluded from the bargaining unit:

2.3.1 All Supervisory Employees. “Supervisor” means any individual who has authority, in the interest of the College, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

2.3.2 All Confidential Employees. “Confidential Employee” means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make

their membership in an employee organization incompatible with their official duties.

2.3.3 All Management Level Employees. “Management Level Employee” means any individual who formulates policy on behalf of the College or who may reasonably be required on behalf of the College to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or who has a major role in personnel administration.

2.3.4 All Professional Employees. “Professional Employee” means:

- A. any employee engaged in work:
 - i. predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
 - ii. involving the consistent exercise of discretion and judgment in its performance;
 - iii. of such a character that the output procedure or the result accomplished cannot be standardized in relation to a given period of time;
 - iv. requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine, mental, manual or physical processes;
or
- B. any employee, who (1) has completed the courses of specialized intellectual instruction and study described in 2.3.4. “A iv”; and (2) is performing related work under the supervision of a professional person to qualify themselves to become a professional employee as defined in “A.”

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

ARTICLE 3 **CHECKOFF**

Section 3.1 The College will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of a lawful written individual authorization card voluntarily authorized in writing or by voice or electronic authorization by the member for that purpose and bearing their signature.

Section 3.2 All employees who are members of the Union may revoke their Union membership by giving written notice to the Union of their desire to withdraw from the Union. Revocation of Union membership does not revoke Union dues authorization. The dues deduction authorization under this Article may only be revoked by the employee in accordance with the language on the dues checkoff card signed by the employee (the “Checkoff Card”), which shall provide an annual revocation period of not less than fifteen (15) days, as set forth in the Checkoff Card.

Section 3.3 Upon receipt from the Union of a lawful written, voice, or electronic authorization, deductions will be made from the members’ pay on a regular monthly basis in the second paycheck of the month. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made. At the same time the College shall provide the Union with a list in spreadsheet format of the members of the bargaining unit paying such dues by payroll deductions, their job title, employee identification number, work email address, gender, rate of pay, shift differential, department, campus, date of hire, adjusted date of hire, and status. The College will also provide a list of SEIU-FT employees that have been terminated, or retired within the previous three (3) months, along with the separation date. Upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 3.4 The Union shall indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 3.5 The College, as an accommodation to the Union, will provide new hires with a copy of the Agreement and a membership form which includes authorizing payroll deduction in accordance with this Article and shall forward the same to the Union upon execution by the employee. A copy of this Agreement, a membership form, along with Union New Member Packet provided by the Union, will be distributed to each bargaining unit member at the new employee orientation.

3.5.1 The College shall provide one-half (1/2) hour of paid time for a Union member to meet with newly hired bargaining unit members for the purpose of introducing the newly hired bargaining unit employees to the collective bargaining unit agreement and to identify the Union leadership. This time may be scheduled at the end of the College's scheduled orientation.

Section 3.6 Voluntary Payroll Deductions. Upon an employee's voluntary written assignment filed at least three (3) weeks in advance, the College agrees to deduct from the employee's wages on a regular basis amounts due and payable to recognized organizations as authorized by the employee. The amounts so deducted shall be mailed or otherwise forwarded to the recognized organization in a timely fashion as required.

Section 3.7 It is expressly understood that the College shall assume no liability in connection with such voluntary deductions. All disputes and adjustments shall be matters to be resolved between the employee involved and the recognized organization.

Section 3.8 The College shall not be held liable for any consequence of either failure to make an authorized deduction or any mistakes in connection therewith.

Section 3.9 The employees agree to indemnify, defend and save the College harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the College in reliance upon the voluntary authorization described in this Section.

Section 3.10 Any deduction described in this Section shall be terminated by the College on the occurrence of one of the following:

3.10.1 the death of the employee;

3.10.2 termination of the employee's employment under this Agreement;

3.10.3 written request of the employee filed at least three (3) weeks in advance of the effective date of termination; in which case, the College will not be required to honor another voluntary assignment filed by the employee for a period of one (1) year from the date of termination.

3.10.4 revocation of the check-off authorization pursuant to Section 3.2.

ARTICLE 4

STATEMENT ON MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

4.1.2 To hire, promote, supervise, discipline, suspend, discharge, demote, lay off, transfer permanently or temporarily among College sites or between the employee's jobs, assign and schedule employees;

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

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

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

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

4.1.7 To establish, define, modify, and abolish job titles;

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

Section 4.2 In addition, unless otherwise restricted by an express term of this Agreement, all management rights are exclusively reserved by the College. Further, the exercise of any enumerated or reserved management rights shall not be subject to negotiation with respect to such decision.

ARTICLE 5
UNION REPRESENTATION

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

<u>Location</u>	<u># Delegates</u>
District Offices/Metropolitan Campus/Hospitality Management Center/Jerry Sue Thornton Center	Four (4)
Eastern Campus/Corporate College East	Two (2)
Western Campus/ /Brunswick	Two (2)
Westshore/Corporate College West	One (1)
MTC /ATTC (Manufacturing Advancement Technology Training Center)	One (1)

Section 5.2 A delegate shall be permitted to attend to the processing of grievances, or to attend to matters having a bearing on discipline and/or conflict resolution, during working hours without loss of pay, provided that a delegate who desires to process grievances or conduct other authorized Union activity on College time shall contact his supervisor to make arrangements for the conduct of the Union activity. Upon obtaining prior approval from the supervisor, the delegate shall be permitted to investigate grievances during

working hours without loss of pay. This right shall not be abused, and if abused, shall be withdrawn from the individual abusing the privilege.

5.2.1 The College shall provide parking passes to no more than two (2) Union Leaders who travel from College site to site.

Section 5.3 The Union will be permitted to use College classrooms and equipment for meetings subject to availability and prior administrative approval.

Section 5.4 The Executive Board Leader, Executive Board Member, and the Grievance Chair may each use up to twenty-two and one-half (22.5) hours per year of personal leave in increments of not less than two (2) hours per occurrence for official Union business. The officer using such time must inform their immediate supervisor no later than one (1) week in advance of the proposed usage of this personal leave time.

Section 5.5 Super Seniority. The Executive Board Leader, Executive Board Member, and the Grievance Chair of the Union shall be deemed the most senior employees in the bargaining unit during their terms of office. If employees entitled to super seniority (Executive Board Leader and Executive Board Member, Grievance Chair) hereunder have the same job title, the order of preference for retention in the event of layoff shall be as follows - Executive Board Leader, Executive Board Member, and the Grievance Chair.

Section 5.6 Bulletin Boards. The College shall provide the Union with one (1) bulletin board at each campus and other College sites where the Union has members, provided that:

5.6.1 Such bulletin boards shall be used only for posting notices bearing the written approval of any elected delegate, or administrative organizer and shall be solely for Union business;

5.6.2 No notice or other writing may contain anything political, controversial or critical of the College or any other institution or of any employee or other person; and

5.6.3 Upon request from the appropriate official of the College or designee, the Union will immediately remove any notice or other writing that the College believes violates sub-paragraphs 5.6.1 and 5.6.2, but the Union shall have the right to grieve such action through the Grievance Procedure to be initiated at Step 4.

ARTICLE 6
HOURS OF WORK AND OVERTIME

Section 6.1 Workweek

6.1.1 The workweek is thirty-seven and one half (37 1/2) hours and normally will consist of five (5) work days of seven and one half (7 1/2) hours each. The workweek commences at 12:01 a.m. Monday and ends at midnight Sunday. This paragraph is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours per day or week.

Section 6.2 Lunch

6.2.1 There shall be a one (1) hour unpaid lunch period.

Section 6.3 Rest Periods

6.3.1 There shall be two (2) fifteen (15) minute paid rest periods on each shift on each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they shall not be scheduled immediately before or after the meal period or at the start or the end of a shift. With the approval of the supervisor, breaks may be scheduled before or after the meal period or at the start or the end of the shift; however, this privilege shall not be abused or exercised on a routine basis.

Section 6.4 Overtime Hours

6.4.1 Overtime shall be paid for nonexempt employees who work more than eight (8) hours in a day. The first half (1/2) hour of additional time shall not qualify for overtime but shall be paid at the regular hourly rate. The time and one half (1 1/2) rate shall begin after eight (8) hours are worked in one (1) day and for all time over forty (40) hours in one (1) week, but overtime will not be paid more than once for the same hours worked.

6.4.2 All paid holiday and vacation hours shall count as hours worked for the purpose of overtime.

6.4.3 Compensatory Time. Effective the first full pay period after July 1, 2021, compensatory time may be granted in lieu of paid overtime in accordance with this section.

- (a) By mutual agreement between the employee and the employee's supervisor, a bargaining unit member may be permitted to receive overtime in the form of compensatory time rather than overtime pay. Compensatory time shall be granted at the rate of one and one-half (1 1/2) hours of compensatory time off for each hour of overtime worked. Compensatory time must be used within the applicable two (2) week payroll period the compensatory time is earned and shall be scheduled with the supervisor's approval. Unused compensatory time at the end of the payroll period will be paid out as overtime.
- (b) The parties acknowledge that the College retains all rights to manage the use of and administration of compensatory time under federal law, including the ability to cash-out compensatory time and schedule compensatory time off.

Section 6.5 Overtime Distribution

6.5.1 The College shall be the sole judge for the necessity of overtime. Overtime opportunities will be distributed as equally as practicable among qualified regular full-time employees in the same department by job title, campus and shift. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the College shall assign the overtime work to regular full-time employees within the department by job title, campus, and shift involved in the reverse order of seniority and such employees must work such overtime when assigned.

Section 6.6 Schedule Changes

6.6.1 If conditions require changes in hours of work, the College will advise the Union no later than two (2) calendar weeks prior to implementation of such changes, except in emergencies. The College will first seek volunteers to cover the changes.

6.6.2 These changes are not to be done to avoid overtime pay. A consultation between the District Director, Employee, and Labor Relations/or designee and the Union's Executive Board Member/or designee can be sought in order to waive this time-line on a case by case basis.

Section 6.7 Shift Premium

6.7.1 All employees who work a majority of their hours, as a part of regular

shift assignment, between the hours of 4:00 p.m. and 6:00 a.m. shall receive a shift premium of five percent (5%) of base salary for all hours worked. Additional straight time and overtime earnings will be based on this increased salary.

Section 6.8 Flex Scheduling

6.8.1 The College retains the right to implement a flexible hours schedule, and if the College exercises that right, the terms and conditions of Section 6.4.1 of this Article are hereby specifically waived, to the extent that the employee's regular weekly compensation is not affected. However, the College will give the Union reasonable notice of its decision to implement a flexible hours schedule and agrees to meet with the Union for the purpose of discussing the details and implementation of such a schedule.

6.8.2 In addition, employees may request a flexible hours schedule in their unit; however, the implementation of such flexible hours schedule remains within the sole discretion of the College.

Section 6.9 Summer Flex Scheduling

6.9.1 The College will consider the implementation of a summer flex schedule during the term of the contract.

Section 6.10 Nontraditional Schedules

6.10.1 Employees may request from their supervisors to work flexible nontraditional schedules for a determined period of time. The unit supervisors are authorized to approve or disapprove such request with cause. Where reasonable, supervisors are encouraged to grant flexible schedules if unit services are not impaired.

6.10.2 Once approved or re-approved, an employee's flexible schedule will be reviewed as needed. An employee's right to work flexible work hours will be eliminated if abused. The terms and conditions of 6.4.1 of this Article are hereby expressly waived, to the extent that the employee's regular weekly compensation is not affected. Approval of flexible hours remains within the sole discretion of the College and the decision shall not be subject to the grievance procedure.

Section 6.11 Call-In

6.11.1 A regular full-time employee who is called into work at a time the

employee is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work (or four [4] hours pay in lieu of thereof) at the applicable rate.

ARTICLE 7

WAGES, STEP INCREASES, TOP OF SCALE AND SERVICE RECOGNITION

Section 7.1 The bargaining unit salary schedule shall be increased effective:

7.1.1 January 1, 2020. Salary Schedules shall be increased by one percent (1%) as shown in Appendices:

- (a) E-2020 Salary Schedule, (Tier One);
- (b) F-2020 Salary Schedule, (Tier Two);
- (c) G-2020 Salary Schedule, (Tier One);
- (d) H-2020 Salary Schedule, (Tier Two);

7.1.2 January 1, 2021. Salary Schedules shall be increased by two percent (2%) as shown in Appendices:

- (a) E-2021 Salary Schedule, (Tier One);
- (b) F-2021 Salary Schedule, (Tier Two);
- (c) G-2021 Salary Schedule, (Tier One);
- (d) H-2021 Salary Schedule, (Tier Two);

7.1.3 January 1, 2022. Salary Schedules shall be increased by one percent (1%) as shown in Appendices:

- (a) E-2022 Salary Schedule, (Tier One);
- (b) F-2022 Salary Schedule, (Tier Two);
- (c) G-2022 Salary Schedule, (Tier One);
- (d) H-2022 Salary Schedule, (Tier Two).

Section 7.2 Tier One Salary Schedule. Covers any bargaining unit member hired prior to October 27, 2011. The Tier One Salary Schedule shall also apply upon:

7.2.1 A full-time bargaining unit member moving to a non-bargaining position and then moving back into a full-time SEIU bargaining unit position whose date of hire is prior to October 27, 2011; or,

7.2.2 A full-time dispatcher moving into another full-time SEIU bargaining unit position whose date of hire is prior to October 27, 2011; or,

7.2.3 A part-time SEIU bargaining unit member moving into a full-time SEIU bargaining unit position whose date of hire is prior to October 27, 2011; or,

7.2.4 Non-bargaining unit members transferring into a full-time SEIU bargaining unit position whose date of hire is prior to October 27, 2011.

7.2.5 Full-time SEIU bargaining unit members who are promoted, transferred, demoted, reclassified, displaced (bumped) and/or moved by other means throughout their employment with the College affecting their step and/or grade shall be subject to this salary schedule.

Section 7.3 Tier Two Salary Schedule. Covers any bargaining unit member hired on or after October 27, 2011.

7.3.1 Such employees who are then promoted, transferred, demoted, reclassified, displaced (bumped) and/or moved by other means throughout their employment with the College affecting their step and/or grade shall be subject to this salary schedule.

Section 7.4 Step Increases

7.4.1 All eligible employees (all bargaining unit employees on the payroll as of March 31 of the same year) shall receive a step increase each July 1 until such time as they reach the top of the scale for their pay grade.

Section 7.5 Top of Scale

7.5.1 In lieu of a step increase, any bargaining unit member who is at the top of the salary schedule as of June 30th shall receive a one thousand two hundred fifty dollars (\$1,250.00) payment each year during the term of this Agreement payable in July.

Section 7.6 Employees who permanently move to a position in a higher salary grade by virtue of promotion, reclassification on or after the date of ratification of this Agreement, or other means, unless otherwise set forth in this Agreement, shall be compensated as follows:

7.6.1 If the move is one (1) grade, the employee will be paid at the first step in the new grade, which gives the employee a five percent (5%) increase.

7.6.2 If the move is two (2) grades, the employee will be paid at the first step which gives the employee at least a seven and one-half percent (7.5%) increase,

or at the lowest rate of the new position if the lowest rate is more than seven and one-half percent (7.5%) above the employee's current salary.

7.6.3 If the move is three (3) grades or more, the employee will be paid at the first step which gives the employee at least a ten percent (10%) increase or at the lowest rate of the new position if the lowest rate is more than ten percent (10%) above the employee's current salary.

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

Section 7.8 Employees may move faster in the wage progression at the discretion of the College.

Section 7.9 Milestone Recognition

7.9.1 Employees who have been in the employ of the College for:

- (a) Five (5) continuous years of full-time service as of June 30 will be paid a one thousand dollar (\$1,000) service recognition bonus.
- (b) Ten (10) continuous years of full-time service as of June 30 will be paid a fifteen hundred dollar (\$1,500) service recognition bonus.
- (c) Fifteen (15) continuous years of full-time service as of June 30 will be paid a two thousand dollar (\$2,000) service recognition bonus.
- (d) Twenty (20) continuous years of full-time service as of June 30 will be paid a two thousand dollar (\$2,000) service recognition bonus.
- (e) Twenty-five (25) continuous years of full-time service as of June 30 will be paid a two thousand two hundred fifty dollar (\$2,250) service recognition bonus.

- (f) Thirty (30) continuous years of full-time service as of June 30 will be paid a two thousand two hundred fifty dollar (\$2,250) service recognition bonus.
- (g) Thirty-five (35) continuous years of full-time service as of June 30 will be paid a two thousand two hundred fifty dollar (\$2,250) recognition bonus.
- (h) Forty (40) continuous years of full-time service as of June 30 will be paid a two thousand two hundred fifty dollar (\$2,250) service recognition bonus.
- (i) Forty-five (45) continuous years of full-time service as of June 30 will be paid a two thousand two hundred fifty dollar (\$2,250) service recognition bonus.
- (j) Fifty (50) continuous years of full-time service as of June 30 will be paid a two thousand two hundred fifty dollar (\$2,250) service recognition bonus.

ARTICLE 8
EMPLOYEE BENEFITS

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

Section 8.1 Group Benefits. The College will provide the Electives Flexible Benefits Program (a Section 125 Program) with a plan year of January 1 through December 31. Each year, the College will conduct an open enrollment that will enable eligible employees to make elections for the next plan year as defined by Section 125 of the Internal Revenue Code. The Electives Program will include the following plans:

8.1.1 Election of Medical Plans. Election of Medical Plans on an “employee only,” “employee +1,” “employee +2 or more” basis to include a Preferred Provider Organization(s) (PPO); a Health Maintenance Organization (HMO). Employees shall have the option to choose between Preferred Provider Organization(s) (PPO) or a Health Maintenance Organization (HMO). A waiver of medical provision option shall be available for an additional one hundred eighty-six (186) credits. Medical plans shall be offered as:

- (a) Employee only

- (b) Employee +1
- (c) Employee +2, or more

8.1.1.1 Effective with the enrollment period beginning November 2014 for calendar years 2015 and beyond, employees not enrolled in the Medical Mutual Professional Plan at the time of open enrollment shall no longer be eligible to elect the Medical Mutual Professional Plan as their medical plan.

8.1.1.2 Spousal/Domestic Partner Coverage. Effective January 1, 2021, spouses or domestic partners of newly hired employees who are eligible for healthcare coverage through their employer will not be eligible to obtain coverage under any college medical plan. Should a spouse or domestic partner of an employee hired on or after January 1, 2021, experience a qualifying event that causes them to lose coverage from their employer, the spouse or domestic partner can be covered by a College medical plan with appropriate documentation. If the College is notified within thirty (30) days of this loss of coverage, the spouse or domestic partner will be eligible for coverage under a College medical plan at the earliest possible date. Should a spouse or domestic partner of an employee hired on or after January 1, 2021, become employed and eligible for medical coverage from their employer, the employee will notify the College within thirty (30) days. The spouse or domestic partner will then become ineligible for coverage under the College's medical plans as of the date their employer's medical coverage is available.

8.1.2 Prescription Drug Plan For PPO Enrollees. Prescription Drug Plan For PPO enrollees: a retail drug card for acute prescriptions and a mail order plan for maintenance medication prescriptions. For HMO enrollees: a co-pay on plan defined by HMO. Refer to Appendix I.

8.1.3 Dental Health Plan. The College will continue to offer a voluntary Dental Plan. Flexible Spending Accounts as defined by Section 125 IRC Employee election of a Medical Flexible Spending Account with a minimum of one hundred thirty dollars (\$130) annually and a maximum, subject to the Patient Protection and Affordable Care Act (PPACA) limit, not to exceed three thousand dollars (\$3,000) annually. Employee election of a Dependent Care Flexible Spending Account with a minimum of one hundred thirty dollars (\$130) annually and maximum of five thousand dollars (\$5,000) annually.

8.1.4 Life Insurance Program. Group Life Insurance with a standard benefit of two and one-half (2 1/2) times base salary to a maximum of one hundred seventy-five thousand dollars (\$175,000); Accidental Death and Dismemberment (AD&D) Insurance with a standard benefit of two and one-half (2 1/2) times base

salary to a maximum of one hundred seventy-five thousand dollars (\$175,000); Option to “buy down” group life insurance and AD&D to one (1) times salary to a maximum of fifty thousand dollars (\$50,000); with the “buy down” providing credits to the employee electing this option.

8.1.5 Retiree Death Benefit. A retiree death benefit of two thousand dollars (\$2,000) for employees retiring after five (5) consecutive full-time years of service immediately prior to retirement.

8.1.6 Disability Income Program. The College will provide to participants in the Ohio Public Employee Retirement System (OPERS) short and long-term disability benefits to a disabled full-time employee in the amount of seventy percent (70%) of monthly earnings to a maximum of three thousand dollars (\$3,000) per month; Option to “buy up” is available for short and long term disability income program to increase monthly maximums from three thousand (\$3,000) to four thousand dollars (\$4,000) or five thousand dollars (\$5,000), based on actual base monthly salary. Benefits are subject to the terms and conditions set forth in the applicable disability plan document or certificate of coverage. Benefits will begin after the expiration of an employee’s paid sick, vacation leave, or sixty (60) days from the last day worked due to the disability, whichever, is longer. Effective January 1, 2009, employees electing to participate in the Alternative Retirement Plan (ARP) will have the option of choosing disability insurance at their own expense. Employees who are approved for long term disability benefits shall be in an inactive pay status and not be eligible for benefits except as provided for in Section 15.5 of this Agreement.

(a) Short-Term Disability. While on short term disability, the College will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement.

(b) Long-Term Disability. Starting with the first day of the month when long-term disability begins, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA.

Section 8.2 Level of Benefits. The College will maintain the level of benefits equivalent to those in effect in the Electives Program as of January 1, 2012, unless the parties mutually agree otherwise. The medical plans and prescription drug plans are set forth in Appendix I.

Section 8.3 Cost Share. The College will pay eighty percent (80%) of the College’s total health care cost. The College will contribute the same amount for identical coverage levels within the available health plans (employee only, employee +1, employee +2, or more).

Section 8.4 Dependent Children. The College will provide benefits for eligible children to the age specified by Federal or State law for the College’s medical program. The College will provide dental benefits for children up to the age of twenty-six (26) years old.

Section 8.5 Right to Insure. The College retains the right to insure or self-insure any of its group plans and the right to select and/or change administrators and providers of such plans.

Section 8.6 College Wide Joint Health Care Committee. The College-wide Joint Health Care Committee shall have two (2) members of the bargaining unit. The Committee will explore alternative health care cost containment possibilities. Union representatives on the Committee need not necessarily be employees of the College but may be Union officials. Committee meetings shall be conducted during working time unless otherwise mutually agreed, and employees serving on the Committee shall not suffer loss in pay or benefits by virtue of service on the Committee.

Section 8.7 Retirement. Employees come under the provisions of the Ohio Public Employees Retirement System (OPERS) or the Alternative Retirement Plan (ARP). The College will continue to provide retirement benefits in accordance with the requirements established under the Ohio Revised Code. At the time of this Agreement, within an employee’s first one hundred twenty (120) days of employment, the employee must elect to enroll in either one (1) of the three (3) OPERS Plans or the Alternative Retirement Plan. The election is final and irrevocable. If an employee elects the OPERS Member-Directed Plan, participants can retire and receive monthly plan benefits at age 55. If an employee elects either the OPERS Traditional Pension Plan or OPERS Combined Plan, participants with five (5) years of total service may retire at age 60, or at age 55 with twenty-five (25) years of total service, or at any age with thirty (30) years of total service. Retirement benefits are subject to the terms and conditions as set forth by OPERS. If a new employee elects the Alternative Retirement Plan, participants can begin to receive monthly plan benefits at any age after termination of contributing employment. Employees who leave the College and wish to have their contributions returned to them may do so by contacting the Ohio Public Retirement System (OPERS), or their Alternative Retirement Plan (ARP) provider. For current OPERS retirement choices, refer to www.OPERS.org.

8.7.1 Eligible full-time employees opting into the ARP will follow the following graduated five-year vesting schedule for the Employer’s contributions. This schedule aligns with the vesting schedule of the defined contribution plans of OPERS and STRS.

Attained Years of Participation**Percentage Vested in Employer Contributions**

Less than 1 year	0%
1 Year	20%
2 Years	40%
3 Years	60%
4 years	80%
5 Years	100%

Section 8.8 Employee Assistance Program. The College shall continue to provide employee assistance program at the expense of the College and shall make it available to all members of the bargaining unit. The College shall have the sole right to change carriers or coverage. The College will publicize the program quarterly.

Section 8.9 Health and Wellness Program. Cuyahoga Community College is committed to providing faculty and staff with integrated and comprehensive health and wellness programs and services to support a healthy and productive workforce and healthy college environment. This will be attained through integrated wellness programs, resources, and incentives that promote the importance of maintaining an optimal quality of life and fostering a culture of health and wellness. The College will offer online resources and campus activities designed to help faculty and staff, and members of their families, to proactively manage and monitor their health. Participants will earn rewards by engaging in healthy activities, team challenges, and completing health risk assessments (HRAs) and achieving health-related milestones.

8.9.1 The Director, Wellness and Benefit Initiatives, will meet with Union leadership twice yearly, ideally at April’s and November’s Labor/Management Committee meetings, to provide updates on College Wellness Program initiatives, incentives, and member participation levels.

ARTICLE 9
VACATIONS

Section 9.1 Vacation Scheduling

9.1.1 The College’s vacation year for employees follows the fiscal year, July 1 through June 30.

9.1.2 Employees accrue vacation from the date of hire but are not entitled to take vacation during the probationary period.

9.1.3 On June 1 and December 1 of each fiscal year, the College shall post a schedule for the purpose of vacation bidding for the six (6) month period beginning July 1 and January 1 respectively. The schedule shall remain posted for two (2) weeks during which time employees may submit their bids for vacation time. Bids shall be granted consistent with what the College determines are its operational needs. In case of conflicting bids of several persons, bids shall be granted on the basis of seniority consistent with what the College determines are its operational needs. If an employee fails to submit a bid during the posting period, that employee will lose seniority rights with respect to their bid compared to those bids which have been granted under the bid system. If an employee wishes to change their vacation from that granted under the bid system, changes in their vacation schedules may be made at the discretion of the College consistent with what the College determines are its operational needs. The College may request that an employee change their previously granted vacation due to operational considerations.

9.1.4 Effective January 1, 2016, unused vacation may be carried forward from one fiscal year to the next up to a total of forty-five (45) vacation days. Any vacation balance up to the cumulative thirty (30) day limit will be paid at the time the employee leaves the employ of the College.

9.1.5 Ten-month employees will receive earned, but unused, vacation pay during the summer break hiatus. The College will continue to pay its share of their health insurance benefits during such period, provided the employee pays his/her share.

9.1.6 Vacation time of four (4) weeks is grandfathered for the Support Staff who were formerly administrators before reorganization.

9.1.7 Vacation entitlement for full-time employees who transition from an exempt status to a non-exempt status will be grandfathered in at their current vacation entitlement unless their length of service allows for advancement.

9.1.8 Accumulated vacation balances are available to bargaining unit employees on My Tri-C Space.

Section 9.2 Vacation Entitlement

9.2.1 Nonexempt. Full-time non-exempt bargaining unit members are entitled to vacation according to the following schedule:

<u>Length of Service as of June 30</u>	<u>Monthly Accrual Rate</u>	<u>Annual Vacation Total</u>
1 month to 5 years	6.25 hours	10 days
6 years	7.50 hours	12 days
7 years	8.12 hours	13 days
8 years	9.37 hours	15 days
15 years	12.50 hours	20 days

9.2.2 Exempt. Full-time exempt bargaining unit members are entitled to vacation according to the following schedule:

<u>Length of Service as of June 30</u>	<u>Monthly Accrual Rate</u>	<u>Annual Vacation Total</u>
1 month to 5 years	9.37 hours	15 days
6 years	10.62 hours	17 days
7 years	11.25 hours	18 days
8 years	12.50 hours	20 days

ARTICLE 10
HOLIDAYS

Section 10.1 Schedule

10.1.1 The College observes eleven (11) holidays per year:

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

10.1.2 Bargaining unit members are eligible to receive holiday pay if they work their last scheduled work day before and their first scheduled work day

after the holiday. An employee absent either the day before or the day after the holiday must provide a signed doctor's excuse or statement upon their return to work in order to be paid for the holiday. An employee will be absolved and suffer no loss of holiday pay one time only if they do not or are unable to provide a signed doctor's excuse or statement upon their return to work.

10.1.3 An employee who is required to work on a holiday will be paid for both the holiday and the actual hours worked. If this brings the total for the week over forty (40) hours, the usual overtime rules apply.

Section 10.2 If any of the holidays specified above occur during an employee's vacation, the holiday(s) will not be treated as a vacation day(s) and an extra day(s) will be granted at the time mutually agreed upon between the employee and their supervisor.

Section 10.3 In the event a holiday falls on a Saturday, the preceding Friday will be granted as a day off with pay for those who work a regular Monday through Friday schedule. In the event a holiday falls on a Sunday, the following Monday will be granted as a day off with pay for those who work a regular Monday through Friday schedule. Those employees who do not work a regular Monday through Friday schedule will receive holiday pay pursuant to Section 10.1 of this Article if the holiday falls on a regularly scheduled workday. If the holiday falls on an employee's scheduled off day, the employee shall be granted, as a day off with pay, either the last scheduled workday before the holiday or the first scheduled workday after the holiday as designated by the College.

ARTICLE 11 **SICK LEAVE**

Section 11.1 An employee will earn sick leave at the rate of one and one-quarter (1 1/4) days per month employed, commencing with the date of employment. Sick leave is cumulative to a maximum of one hundred eighty (180) days.

11.1.1 Sick leave may be used by employees who find it necessary to be absent for reasons of personal illness, personal injury, personal disability, including those caused by or attributed to pregnancy, miscarriage, abortion and childbirth as well as for medical, dental or optical examination or treatment, for the illness of an immediate family member and for the absence for reason of exposure to a contracted disease which could be communicable and spread to others. For purposes of this paragraph, immediate family member is defined as a child, spouse, parent, domestic partner, or any individual for whom the employee has legal guardianship.

11.1.2 Further, an employee who is absent on sick leave may be required to present medical provider documentation stating the cause of the absence, regardless of the length of the absence. The College will not require medical provider documentation in the case of illness or injury of less than five (5) days duration except in the case of employees who frequently take sick leave and only after the employee has been notified in writing. Request for the use of sick leave for pregnancy must be accompanied by a physician's statement.

11.1.3 All employees will receive a statement of their accumulated sick leave.

11.1.4 An employee who has ten (10) years or more of service with the College may elect at the time of resignation from active service to be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave credit up to a maximum of thirty (30) days. Such payment shall be considered to eliminate all sick leave credit accrued at that time. Such payment shall be made only once to any regular full-time employee.

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

11.1.6 In the event of an employee's death, while in service to the College, the employee's estate shall receive the same such cash out as the employee would have received upon retirement.

11.1.7 The College currently offers a Leave Time Donation Program (Program) which allows employees to contribute and receive sick leave hours. The College has sole discretion to determine criteria for participation in the Program and to decide whether to continue, modify, or eliminate the Program. However, the College will provide the Union with sixty (60) days notification prior to implementing any changes to the Program. Decisions by the College to continue, modify, or eliminate the Program is not subject to the grievance process or mediation.

ARTICLE 12
PERSONAL LEAVE DAYS

Section 12.1 Each July 1, employees will be credited with four (4) personal leave days for use throughout the fiscal year as defined in Section 12.3, Application For and Usage of Personal Leave Days. In addition to the above-noted four (4) personal leave days, each July 1, full-time employees will be credited with three (3) personal leave days which will be assigned for Winter Closing as defined in Section 12.4, Winter Closing.

Section 12.2 Should Winter Closing be Discontinued. If Winter Closing is discontinued, the number of personal leave days reverts back to a minimum of six (6) days to be used as defined in Section 12.3, Application For and Usage of Personal Leave Days. The Union reserves the right to bargain over the additional days.

Section 12.3 Application for and Usage of Personal Leave Days

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

12.3.2 Personal leave shall be granted only for such matters as significant religious holidays, death of immediate family members, illness of immediate family members, or personal emergency. Immediate family members shall include: husband, wife, domestic partner, father, step-father, mother, step-mother, children, step-children, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or any other relative living in the employee's home.

12.3.3 Personal leave may not be accumulated and carried over into subsequent fiscal years.

Section 12.4 Winter Closing. In each fiscal year of the Agreement, the College will assign full-time employees three (3) additional personal leave days to be used during Winter Closing.

Winter Closing is defined as the three (3) days that span between the Christmas and New Year Holidays. Should a full-time employee be required to work on one or more of these days, the employee will be credited with an equal number of personal leave days to be

taken at an agreed upon later date prior to the following June 30th. This paid time off shall not be accumulated and carried over into subsequent fiscal years.

Section 12.5 Should an employee be required to work in excess of forty (40) hours in the work week and is “assigned” a personal leave day, the “assigned” personal leave day will be considered as hours worked for the purpose of calculating overtime.

ARTICLE 13
MILITARY LEAVE

Section 13.1 Military Reserve Training. Employees who are members of the Ohio National Guard or members of reserve components of the Armed Forces of the United States are entitled to leave of absence without loss of pay.

Section 13.2 Uniform Services Employment and Reemployment Rights Act (USERRA). Employees may have additional rights under USERRA.

ARTICLE 14
JURY DUTY

Section 14.1 Employees shall not have their regular compensation reduced by virtue of serving as a juror. Employees who work the late shift shall not be required to work their regular scheduled hours after serving on jury duty the same day, provided they are not released before noon.

ARTICLE 15
UNPAID LEAVES OF ABSENCE

Section 15.1 Types of Leaves

Note: For leaves eligible under FMLA, the provisions of Article 16 will apply.

15.1.1 Medical Leave. Employees may request for and shall be granted a Leave of Absence without pay for disability beyond paid sick time accrued. The employee must submit a satisfactory physician’s statement prior to being granted the leave, except in cases of emergency. The College reserves the right to require a second opinion by a doctor of the College’s choice who has expertise in diagnosis of and treatment of the employee’s disability as to the necessity of the requested Leave of Absence. Such second opinion shall be at the College’s expense. If there is a conflict between the doctors’ opinions, the selected doctors shall appoint a third doctor acceptable to both whose opinion as to the need for

a leave shall control. The expenses of the third doctor shall be borne equally by the Union and the College. All such Leaves of Absence require specific approval and shall not exceed one (1) year's duration from the last day of paid leave.

15.1.2 *Parental Leave.* Employees may request for and may be granted an unpaid Parental Leave of Absence for childbirth or a serious illness or long term personal emergency of the employee's child or for the illness of an immediate family member. For purposes of this paragraph, immediate family member is defined as a child, step-child, spouse, domestic partner, parent, step-parent, grandparent, grandchild, or any individual for whom the employee has legal guardianship. All such Leaves of Absence require specific approval and shall not exceed one (1) year's duration from the last day worked.

15.1.3 *Union Office Leave.* Upon four (4) weeks' notice, employees may request for and may be granted an unpaid Leave of Absence for up to two (2) years to serve in an official office of the Union to which they are properly elected or appointed. Permission to take such a Leave of Absence will not be unreasonably withheld; however, there may be no more than two (2) employees on such Leave of Absence at any time. Employees may also request and may be granted a short-term unpaid leave of absence for up to five (5) consecutive days upon a five (5) days' notice.

15.1.4 *Other Leave.* Employees may request for and may be granted a Leave of Absence without pay for such reasons as vacations or other matters not specifically covered by the Agreement. Employees shall give four (4) weeks' written notice of their request for such Leave of Absence, except in cases of emergency. All such Leaves of Absence require specific approval and shall not exceed one (1) year's duration from the last day worked.

Section 15.2 Requesting Leaves. Except as noted in Section 15.1.3, Union Office Leave, all Leaves of Absence and any extension thereof must be applied for one (1) week in advance, except in those cases when circumstances do not allow for advance notice, in which case as soon as possible, and granted in writing on forms to be provided by the College with a copy each to the regular full-time employee, their supervisor, and the Union. Notification of the approval or denial of the requested leave shall be given to the regular full-time employee in writing within two (2) working days after submission of the request. A regular full-time employee may, upon request, return to work prior to the expiration of any Leave of Absence if such early return is agreed to by the College.

Section 15.3 Return to Work. Employees returning from an unpaid Leave of Absence of thirty (30) days or less shall return to their former position, former job title and/or pay

grade, and former rate of pay, plus any wage increases granted to the bargaining unit during the leave period. After an unpaid Leave of Absence exceeding one (1) month duration, an attempt will be made to return the employee to the same position; however, where this is not possible or practical, the employee will be offered another position for which the employee is qualified as soon as one is available.

Section 15.4 Seniority Leave Accrual While on Leave. An unpaid Leave of Absence is not considered a break in seniority. During an approved unpaid Leave of Absence, the employee will not accumulate vacation, sick, or holiday time. An employee may request an extension of any unpaid Leave of Absence in writing to their immediate supervisor, except for a medical leave of absence. In the case of a medical leave of absence, the employee may only submit the request for extension to Human Resources.

Section 15.5 Insurance Benefits While on Leave. While on unpaid leave of absence, the College will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement such that said group coverage is continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA.

ARTICLE 16

FAMILY AND MEDICAL LEAVE

Section 16.1 Family and Medical Leave Act (FMLA). The FMLA does not invalidate any provision of this Agreement. Below are outlined the major points of the FMLA, including the agreements between the College and the Union on any discretionary items in the FMLA.

Section 16.2 Types of FMLA Leave

16.2.1 Eligible bargaining unit employees so electing shall, upon written request or with verbal notification if written request is not practical, be granted an FMLA leave of absence without pay for up to, but no more than, twelve (12) work weeks, for the following reasons:

- (a) birth of a son or daughter and in order to care for such son or daughter within twelve (12) months of birth (birth leave);
- (b) the placement of a son or daughter for adoption or foster care within twelve (12) months of placement (placement leave);

- (c) care of a spouse, son, daughter, or parent, if such individual has a “serious health condition” (family health leave);
- (d) the employee’s own “serious health condition” which makes the employee unable to perform the functions of his/her position (employee health leave).
- (e) a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation (military leave).

16.2.2 Pursuant to FMLA, the College will grant an eligible employee up to twenty-six (26) work weeks of unpaid leave, to care for a spouse, child, parent or next of kin (nearest blood relative) who is:

- (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or
- (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (Military Caregiver Leave).
- (c) An eligible employee is entitled to a combined maximum of twenty-six (26) work weeks of FMLA leave in a single twelve (12) month period.

Section 16.3 Definition of “Serious Health Condition.” Under FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

16.3.1 Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability

to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or

16.3.2 Continuing treatment by a health care provider which includes:

- (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - i. Treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven [7] days and both within thirty [30] days of the first day of incapacity); or
 - ii. One (1) treatment by a health care provider (i.e., an in-person visit within seven [7] days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
- (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
- (c) Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
- (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
- (e) Any absences to receive multiple treatments for restorative surgery after accident or other qualifying injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if not treated.

Section 16.4 Request for Leave. Request for such leave must be submitted in writing to the College's designated administrator at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable. The employee is required to provide:

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

16.4.2 Appropriate Armed Forces documentation supporting the need for a “qualifying exigency.”

16.4.3 Periodic reports, not more often than every thirty (30) days, during FMLA leave regarding the employee’s status and intent to return to work.

Section 16.5 Eligibility. Bargaining unit members who have completed twelve (12) months of service with the College, which need not be consecutive, and have completed at least one thousand two hundred fifty (1,250) hours of service during the previous twelve (12) month period, shall be eligible for FMLA leave.

Section 16.6 Designating FMLA Leave

16.6.1 Employees shall be required to take all paid time accruals, i.e., sick, vacation and/or personal day(s), commencing after five (5) consecutive work days from when their FMLA leave begins. All paid time off shall run concurrently with an employee’s eligible FMLA entitlement. This also applies to an FMLA leave that is taken either intermittently or through a reduced work schedule. In no event may an employee take any portion of their FMLA leave as unpaid until all available accrued paid time has been exhausted. The accrued paid benefits will be deducted from the FMLA twelve (12) week entitlement. Only applicable sick leave of more than five (5) consecutive work days will be deducted from the twelve (12) week FMLA entitlement except in the case of an intermittent/reduced FMLA leave schedule. The unpaid FMLA leave will only become effective after all applicable paid benefits have been exhausted.

Section 16.7 Intermittent/Reduced Leave Schedule

16.7.1 FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

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

16.7.2 “Intermittent leave” is taken in separate blocks of time due to a single illness or injury (i.e., leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. “Reduced leave schedule” is a leave schedule which reduces the usual number of hours per work week or hours per day worked by the employee.

16.7.3 The College may temporarily transfer an employee on intermittent or reduced leave schedule to a vacant bargaining unit position for which the employee qualifies and at the equivalent pay, benefits, and terms and conditions of employment by mutual agreement of the College and Union. Once the intermittent or reduced leave schedule has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position.

Section 16.8. Return to Work

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

Section 16.9 Insurance

16.9.1 For an employee on FMLA leave, the College will continue to pay its portion of the costs of health and life insurance benefits and the employee will continue to pay her/ his portion. Arrangements will be made for the employee to pay his/her share of health insurance premiums while on leave.

16.9.2 After the expiration of the approved FMLA leave, if the employee remains on leave, which is unpaid and does not qualify under short term disability (STD) or other College approved sick leave, the employee is required to pay the full amount of the costs for continued coverage including the employee’s share and the employer’s share of the cost.

16.9.3 The College may recover premiums it paid during an employee’s unpaid FMLA leave to maintain health coverage for an employee who fails to return from FMLA leave, unless:

- (a) the employee provides certification that he/she failed to return because of an occurrence that, but for the expiration of the employee's FMLA leave, would qualify for unpaid leave under FMLA; or
- (b) the employee failed to return due to circumstances beyond his/her control.

Section 16.10 Certification

16.10.1 The College will require written certification, on a form substantially the same as the applicable U.S. Department of Labor Forms, by a health care provider of the need and purpose of the leave for a FMLA family or employee health care leave.

16.10.2 The College has the right to require the employee to obtain the opinion of a second health care provider designated or approved by the College in the event the College has reason to doubt the validity of the written certification provided by the employee. The College will pay the costs associated with obtaining the second opinion.

16.10.3 In a case in which the second opinion differs from the opinion in the original written certification, the College has the right to require that the employee obtain the opinion of a third health care provider mutually designated or approved by the College and the employee. The College will pay the costs associated with obtaining the third opinion. In that case, the opinion of the third health care provider shall be considered final and binding.

Section 16.11 FMLA Period

16.11.1 An employee is entitled to twelve (12) work weeks of FMLA in a twelve (12) month period based on a rolling calendar year. The College shall compute the twelve (12) month period as calculated backward from the date the leave commences.

Section 16.12 Notice of Employee Rights

16.12.1 When an employee gives notice of the need for FMLA leave, the College shall provide the employee with a notice substantially the same as U.S. Department of Labor Form W-H 381 containing at least the following specific information:

- (a) whether the leave requested qualified as FMLA leave, including a statement similar to that appearing on Form W-H 381, regarding why leave does not qualify;
- (b) that the leave will be counted against the employee's annual FMLA leave entitlement;
- (c) any requirement that the employee provide medical certification;
- (d) that the employee must use applicable substitute accrued paid leave and have it considered FMLA leave;
- (e) whether the employee will be required to make premium payments, and, if so, how the payments must be made;
- (f) whether the employee will be required to present a fitness-for-duty certificate in order to be restored to employment;
- (g) that the employee has the right to be restored to the same or an equivalent position upon return from FMLA leave;
- (h) the employee's potential liability for the payment of health premiums paid during the employee's FMLA leave if the employee does not return to work after taking FMLA leave; and
- (i) that the College may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of his/her intent not to return to work, the College's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee to his/her previous position cease.

Section 16.13 Restrictions on Leave Where Spouses Are Employed by the College

16.13.1 A husband and wife who are eligible for FMLA leave and are employed by the College are permitted to take only a combined total of twelve (12) work weeks of leave during any twelve (12) month period if the leave is taken:

- (a) for birth of a son or daughter or to care for the child after birth;
- (b) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or

(c) to care for a parent (but not a parent “in-law”) with a serious health condition.

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

Section 16.14 Timesheet

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

ARTICLE 17
SENIORITY

Section 17.1 Seniority for a regular full-time employee (including academic year employees) shall be that employee’s uninterrupted length of continuous full-time service with the College. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 17.2 Seniority shall be broken when an employee:

17.2.1 Quits or resigns;

17.2.2 Is discharged for just cause;

17.2.3 Is laid off more than two (2) years;

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

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

Section 17.3 Probationary Period

17.3.1 All new employees shall be considered to be on probation for a period of

ninety (90) calendar days from the date of hire. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. If an employee is discharged or quits while on probation and is later rehired, they shall be considered a new employee and subject to the above provisions. The retention of a probationary person shall be at the sole discretion of the College. There shall be no responsibility for the reemployment of a probationary person who is laid off or discharged.

Section 17.4 Seniority Lists

17.4.1 The College shall provide to the Union on a quarterly basis a list of all bargaining unit employees covered by this Agreement during the preceding three (3) months along with their home address, home phone number, if available, and College email address as they appear on the College's records.

Section 17.5 The College shall not replace full-time employees with part-time employees, work study or student assistants, or utilize part time employees for the sole purpose of avoiding its obligations and responsibilities to the Union and this Agreement.

ARTICLE 18

PERMANENT PROMOTIONS AND VACANCIES

JOB BIDDING, BACKGROUND CHECK,

LATERAL TRANSFERS

Section 18.1 Vacancies

18.1.1 When a job vacancy occurs or a new job is created, and the College desires to fill that position, the College shall post a notice of the opening(s). The notice will be posted on the designated posting day and shall remain posted for two (2) consecutive calendar weeks. The notice shall contain the job title, salary, pay grade, department, shift and brief job description, including qualifications. The job postings shall accurately reflect the expected qualifications for the position. The job postings shall also be consistent with the job title and job duties. A job description and a position vacancy announcement will be available on the College's website for examination by interested regular full-time employees, and notification of vacancies will be made available to the Union Delegates and the Union's Administrative Organizer. Bargaining unit members will be considered first for the vacant positions.

18.1.2 All job postings shall state "Full-time (1199/SEIU) bargaining unit employees at Cuyahoga Community College will be considered first for vacant positions."

18.1.3 Regular full-time employees who wish to be considered for the posted job must file with the Office of Human Resources the appropriate documentation in accordance with the job posting before the end of the posting period.

18.1.4 All required documentation timely filed will be reviewed by the Office of Human Resources. The Office of Human Resources shall pre-screen all bargaining unit applicants. The Office of Human Resources pre-screening shall include confirmation that:

- (a) the applicant is a bargaining unit member;
- (b) the employee has met the seventy-six (76) day eligibility requirement in Article 18.1.16.

18.1.5 The Union will be allowed input into the structure and content of any proposed change to the current application form.

18.1.6 After completing its pre-screening process, the Office of Human Resources shall submit the names and applicant materials of all pre-screened bargaining unit candidates meeting the criteria to the Hiring Department/Manager, and for review and recommendation to the Staffing Advisory Committee, if applicable. All candidates submitted to the Staffing Advisory Committee shall have access to the job description via the College's website and are encouraged to review the description prior to the interview. If the Office of Human Resources determines that no bargaining unit candidates meet the pre-screening criteria as stated in Section 18.1.4, external candidates may be considered. All applicants that apply beyond the initial two (2) week period will be considered concurrently.

18.1.7 Each bargaining unit candidate submitted by the Office of Human Resources who meets the following criteria shall be interviewed:

- (a) the employee has met the education/certification requirements of the job posting; and
- (b) the employee has met the required experience level of the job posting.

18.1.8 A Staffing Advisory Committee may be formed at the discretion of the Office of Human Resources for positions that are Grade 4 and below. The composition of the Staffing Advisory Committee members may vary depending on the applicable vacancy, but the number of members shall be no fewer than two

(2) people nor more than three (3), one of which is the Hiring Manager. Once the committee is established to review and interview candidates for a posted position, the composition of the individuals on the committee and the number of people on the committee shall remain constant for all candidates considered for the position. If the committee membership drops below the two (2) person minimum for reasons beyond the College's control, the Office of Human Resources and the Union shall consult about a resolution of that problem and the procedure to be followed.

18.1.9 A list of standardized questions to be used to interview each of the candidates will be formulated. Follow up questions based on the standardized questions or other questions naturally flowing from the standardized questions may be asked. The intent is to standardize the structure of the interview so that no one candidate is given an advantage or interviewed within a significantly different context.

18.1.10 In determining whether an applicant is qualified, the College will use the following definition:

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

18.1.11 The position vacancy notice will be consistent with the job duties and responsibilities of the job.

18.1.12 The Office of Human Resources also shall coordinate any skill level testing required for the vacancy. All assessment vehicles shall be fair and reasonable and related to the position.

18.1.13 If one (1) or more employees covered by this Agreement applies for a new or vacant bargaining unit position as described above and one (1) or more of the employee applicants is or are qualified for the new or vacant position, that position will be awarded on the basis of qualifications as defined in the position vacancy notice, job description and seniority, with emphasis on qualifications. The parties to this Agreement recognize the necessity to place the most qualified applicant, but in those cases where applicants have substantially equal

qualifications, the job will be awarded based on seniority. Qualified shall be defined as possessing the necessary prerequisite skills and abilities as contained in the job description and position vacancy notice to satisfactorily perform the required work.

18.1.14 A regular full-time bargaining unit employee awarded a job under these provisions will be provided with an existing job description. The employee also shall be provided consistent and appropriate training during the probationary period with clearly stated goals and objectives. The qualifying period shall be twenty-two (22) calendar days actually worked. This means that any of the employee's absences on a work day are not counted toward their probation.

18.1.15 The employee will be considered to have qualified on the new job when the employee satisfactorily performs the required duties with no more supervision than is required by other qualified regular full-time employees on the same or similar jobs and when the employee record as to quality and quantity of work meets the standards applicable to the job. If the employee fails to qualify, the employee shall be returned to their former job and, to the extent necessary, those who followed in the advance also shall be set back. In addition, an employee may elect to return to their former position within such qualifying period upon mutual agreement between the College and the Union.

An employee who is reassigned or elects to return to the employee's former position will be paid at their former regular rate of pay plus any regular step and/or wage increases that would have been received by such employee in the former position during the time the employee was in the new or vacant position.

18.1.16 Newly hired employees or employees who are appointed to vacancies or who are promoted and/or transferred must remain in their current position for seventy-six (76) days to be eligible to apply for a posted position.

Section 18.2 Lateral Transfer

18.2.1 A lateral transfer is defined as a transfer from one job title to the same job title.

18.2.2 All laterally transferring employees must make their application for transfer known to the respective Human Resources Representative at the campus/facility where the vacancy originates, in writing, prior to the end of the posting period in order to be considered for a vacant position.

18.2.3 If a vacancy exists in any job title the most senior employee having the same job title will be awarded the vacant position as a lateral transfer unless a more senior person with a different job title is found to be qualified. There will be no interview of the employee claiming a position having the same job title as a lateral transfer.

18.2.4 To be considered for a lateral transfer into a Lab Technician or Instructional Specialist position, the employee must hold the same job title and be working in the same department where the vacancy exists.

Section 18.3 Background Checks

18.3.1 In addition to background checks that are required by federal and state law, the College may perform criminal background checks on employees who are promoted or laterally transferred into the following positions:

- (a) Accounts Payable Specialist
- (b) Accountant 1
- (c) Accountant 2
- (d) Associate Buyer
- (e) Business Services Specialist
- (f) Buyer
- (g) Computer Systems Operator
- (h) Customer Service Specialist 2
- (i) Dispatcher 1
- (j) Dispatcher 2
- (k) Enrollment Center Representative
- (l) Scheduling Specialist

18.3.2 Any new or reclassified position that requires an employee to handle significant amounts of money or allows the employee access to confidential financial information of College personnel, or any new or reclassified position involving child care, may be subject to a criminal background check.

18.3.3 Involuntary transfers shall not be subject to the background check outlined under this section unless required by law.

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

18.3.5 If a background check is performed on an employee, the employee will be notified of the background check and his or her right to request and be provided a copy of the report. The background check shall be performed by an agency independent of the College. The results of background checks will be kept confidential.

18.3.6 If the employee's background check reveals a felony conviction that has a nexus to the job for which the employee is applying for a promotion or lateral transfer, the employee shall be disqualified from the job and shall remain in their current position. If the felony conviction has a nexus to the employee's current position, the College will transfer the employee into another position at the same rate of pay that is vacant and for which the employee is qualified.

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

Section 18.4 A notice announcing the applicant selected for the promotion or transfer will continue to be posted on My Tri-C Space which shall be made available to all employees.

ARTICLE 19

LAYOFF – BUMPING – RECALL

Section 19.1 Layoff

19.1.1 Where possible, the College will give written notification of the possibility of layoff to the Union seventy-five (75) calendar days in advance of the contemplated effective date. The College shall meet and confer with the Union to discuss alternatives to layoffs prior to the sixty (60) day notice, defined in Section 19.3 of this Article. The College shall provide the Union with a seniority list and any other relevant information prior to the meeting. The employee or employees affected and the Union will be given written notice of an actual layoff not less than sixty (60) calendar days in advance of the effective date. In the event of a layoff or job abolishment the College shall employ the following procedures:

19.1.2 When the College determines that a reduction in the bargaining unit becomes necessary, the College shall first lay off temporary, probationary and part-time employees, where feasible. If further reductions are required, layoffs shall be in inverse order of an employee's seniority, provided that the remaining

employees have the ability and qualifications to perform the required work satisfactorily and effectively. Student assistants or work study students shall not be used in a regular (more than sixty (60) calendar days) full-time basis, either individually or in conjunction with other student assistants or work study students to predominantly do work previously performed by a full-time bargaining unit employee who is laid off.

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

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

Section 19.2 Definitions

19.2.1 *Vacancy.* A vacancy is defined as a job opening in a bargaining unit position, and newly hired probationary position, including positions that become open as a result of retirements and resignations, that the College has posted and intends to fill.

19.2.2 *Department.* For purposes of this Article, all departments listed below are considered on a College-wide basis:

- (a) Developmental Education
- (b) Student Financial Aid & Scholarships
- (c) Enrollment Center/Office of the Registrar/College Information Center/
Counseling
- (d) LRC/TLC/Library
- (e) Finance and Business Services
- (f) Information Technology Services
- (g) Telecom & Education/TV Production
- (h) Campus Police & Security Services
- (i) Student Life/Athletics & Recreation
- (j) Academic Unit Support:
 - i. Health Careers and Sciences
 - ii. Liberal Arts/Social Science

- iii. Business & Information Technology/Math & Applied Technology
- iv. Hospitality Management
- v. Adjunct Services
- vi. Creative Arts
- vii. Nursing
- viii. Engineering

19.2.3 *Job Title.* The name the College gives to a specific position.

19.2.4 *Seniority.* Seniority is defined as uninterrupted continuous full-time service with the College.

19.2.5 *Less Senior.* An employee with less uninterrupted continuous full-time service with the College than the employee bumping him/her.

19.2.6 *Least Senior.* An employee with the least amount of uninterrupted continuous full-time service with the College at the applicable step of the bumping process.

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

19.2.8 *Pay Grade.* The range of monetary compensation the College gives to a specific job title.

Section 19.3 Bumping: General Requirements (Occupied & Vacant Positions).

19.3.1 A meeting shall be held to provide sixty (60) days written notice of layoff to the affected employee and the Union (notification period) consistent with Section 19.1 of this Article. A certified mailing of the sixty (60) day written notice will be mailed to the affected employee who, for known reasons prior to this meeting, is unable to attend. A certified mailing of a written notice of layoff will be mailed within two (2) business days following the notification meeting to the affected employee who, for reasons beyond their control, is unable to attend. Copies of the certified mail shall also be sent to the Union.

19.3.2 Within five (5) days after the layoff notification meeting with the employee and the Union, all affected employees and potentially affected employees will be invited to a general meeting for a discussion of the College's plan regarding the layoff and implementation of the bumping process. The affected employee must make a decision at this general meeting whether to exercise their right to bump or be laid off. Any employee who has received notification of layoff from his job that declines to exercise his right to bump, or who is unable to do so, shall be laid off.

19.3.3 All assessment, training and orientation for an employee bumping, being recalled, or reinstated into a position, shall be for at least forty-five (45) days.

19.3.4 If an employee elects to bump into a vacant position, any action taken by the College to fill the vacancy shall be put on hold for the duration of the sixty (60) day notification period.

19.3.5 If the employee bumps into a position that is three (3) or more successive lower pay grades than the employee's current position, the employee shall be paid the lesser of: (1) the employee's existing salary prior to the bump; or (2) the top step of the salary grade two (2) levels below the employee's salary prior to the bump. If the employee voluntarily bypasses the bumping sequence of pay grades for positions for which the employee is qualified, or voluntarily accepts a bargaining unit vacancy with a top rate less than the employee's existing rate prior to the bump, the employee shall be paid the lesser of: (1) his rate prior to the bump (or layoff); or, (2) the top step of the pay grade for the employee's new position.

19.3.6 For all bumping purposes, the employee retains seniority rights for two (2) years from the date of the bump.

19.3.7 Any employee successfully bumping into a vacancy or position must keep the job bumped into until reinstated in accordance with Section 19.5 of this Article to their previous job title or grade, transferred, promoted to another job by bid or otherwise, or is laid off in a further reduction in the work force.

19.3.8 Any employee who is displaced by the bumping procedure shall immediately exercise his right to bump or to accept layoff. Any employee who is required to change shifts due to reduction in the work force must do so without access to the bumping process.

19.3.9 The parties recognize that the Instructional Specialist must demonstrate that they are qualified in the appropriate academic area when bumping another Instructional Specialist with less seniority.

Section 19.4 Bumping into an Occupied Position

19.4.1 An employee bumping into an occupied position may elect to bump into the same or lower pay grade level position.

19.4.2 They must be qualified under this Article's definition, Section 19.2.7. The most current assessment tests created for the position may be used as part of the evaluation of whether the employee is qualified to perform the applicable work.

19.4.3 The bumping employee will be paid his existing salary prior to the bump if that salary falls into the range of salaries for the position into which the employee bumped, or the highest salary for the position into which the employee bumped, whichever is less.

Section 19.5 Bumping Into/Being Reinstated/Recalled To a Vacancy

19.5.1 An employee subject to bumping, or being recalled from layoff, or reinstated from the internal displacement list, may elect to bump into a vacancy at a higher, lower, or same pay grade from which they were laid off or bumped from.

19.5.2 They must be qualified under this Article's definition, Section 19.2.7. The most current assessment tests created for the position may be used as part of the evaluation of whether the employee is qualified to perform the applicable work.

19.5.3 An employee bumping into the same or lower pay grade will be paid his existing salary prior to the bump if that salary falls into the range of salaries for the position into which the employee bumped, or the highest salary for the position into which the employee bumped, whichever is less.

19.5.4 Employees who move to a position in a higher salary grade shall be compensated in accordance with Article 7, Wages.

Section 19.6 Bumping Sequence

19.6.1 A regular full-time employee scheduled to be laid off from their present job due to lack of work or as a result of a bump may exercise his bumping rights as follows:

(a) Vacancies

- i. An employee may bump into a vacancy at a higher, lower, or same pay grade for which the employee is qualified.
- ii. Employees are not required to bump into vacancies as the first step of the bumping process. Their decision to bump into a vacancy is at their discretion.
- iii. Employees who bump into vacancies shall be considered for the position using the same standards as outlined in Section 19.2.7. of the Agreement. They shall not be held to any higher standards for the position than any other outside candidate.

(b) Inside Department, Same Title

- i. If an employee does not bump into a vacancy, the employee must bump a less senior person in their job title in their College-wide department (refer to Section 19.2.2 for list of College-wide departments).

(c) Outside Department, Same Title

- i. If there is no least senior person in their job title inside their department, the employee must bump the least senior employee with the same job title outside their department.

(d) Inside Department, Less Senior

- i. If there is no least senior employee with the same job title outside their department, the employee must bump a less senior employee inside their department.

- (e) Outside Department, Less Senior
 - i. If there is no less senior employee in the department, the employee must bump a less senior employee outside their department.

- (f) Part Time Non-Bargaining Vacancies
 - i. If no less senior employee outside the employee's department exists, the employee may bump into an available part-time non-bargaining vacant position for which the employee is qualified as defined in Section 19.2.7.

Section 19.7 LayOff Review Committee

19.7.1 If the Human Resources Manager initially determines the employee is not qualified to fill a position, a LayOff Review Committee (LORC) shall be established.

19.7.2 Its jurisdiction is invoked only upon the College's notice to the employee and the Union that a bumping, recalled, or reinstated employee is not qualified to fill the position.

19.7.3 The LORC's jurisdiction is to determine whether a bumping, recalled, or reinstated employee is qualified to fill a position.

19.7.4 The LORC's voting members shall consist of the Executive Director, Total Rewards; District Director, Employee and Labor Relations; and Campus HR Representative; in addition to the bumping employee's prospective immediate supervisor and a non-voting District 1199 representative. Decisions by the LORC are done by a majority of the eligible voting members of the Committee. The LORC shall render one of the following determinations:

- (a) The employee is qualified for the position.

- (b) The employee is provisionally qualified for the position with specified training.

- (c) The employee is unqualified for the position.

19.7.5 Qualified for the Position

- (a) If the LORC determines the employee is qualified for the position, the employee shall be appointed to the position, orientated, trained and evaluated for a forty- five (45) day qualifying period.
- (b) The employee's immediate supervisor will confer with the HR Representative in the monitoring and evaluation of the employee's orientation, training, and performance during the forty-five (45) day qualification period. If after a period of time, and before the end of the forty-five (45) day period, the bumping employee, with evidence of having been provided sufficient orientation, training and evaluation, fails to satisfactorily perform the essential duties of the job, HR will consult with the Union to consider other options. At the end of the forty- five (45) day period, the HR Representative will make a recommendation to the LORC that:
 - i. The LORC find the employee is qualified and appointed to the position permanently and treated and evaluated as any other incumbent in the position; or,
 - ii. The LORC find the employee is not qualified to perform the essential duties of the job then the employee shall be laid off. Recalled and reinstated employees who fail to successfully perform the essential duties of the job will return to their previous status.

19.7.6 Provisionally Qualified for the Position

- (a) If the LORC determines the employee is provisionally qualified to fill the position with specified training, orientation and evaluation, then the employee will be permitted to bump into the position for a period of forty-five (45) days in an attempt to demonstrate that the employee is qualified to performing the essential functions of the job.
- (b) The employee's immediate supervisor will confer with the HR Representative in the monitoring and evaluation of the employee's orientation, training, and performance during the forty-five (45) day qualification period. If after a period of time, and before the end of the forty-five (45) day period, the bumping employee, with evidence of having been provided sufficient orientation, training and evaluation,

fails to satisfactorily perform the essential duties of the job, HR will consult with the Union to consider other options. At the end of the forty- five (45) day period the HR Representative will make a recommendation to the LORC that:

- i. The LORC finds the employee is qualified and appointed to the position permanently and treated and evaluated as any other incumbent in the position; or;
- ii. The LORC finds the employee is not qualified to perform the essential duties of the job then the employee shall be laid off. Recall and reinstated employees who fail to successfully perform the essential duties of the job will return to their previous status.

19.7.7 Unqualified for the Position

- (a) If the LORC determines the employee is not qualified for the position, then the employee shall not be allowed to fill the position and shall be laid off or returned to their previous status.

19.7.8 Right of Appeal

- (a) The bumping, recalled, or reinstated employee has the right to appeal the LORC's decision to mediation or an expedited arbitration. The employee's appeal must be filed in writing with the Union within two (2) business days of the LORC's decision not to appoint him to the position.
- (b) By mutual agreement between the College and Union, the decision of the LORC may be appealed to mediation. If the Union decides to mediate the employee's appeal, it shall file a Step 5A grievance with the Vice President for Human Resources or their designate within four (4) business days of the LORC's decision not to appoint the employee. In the event mediation is selected, timelines for arbitration will be temporarily suspended.
- (c) The Mediator will be mutually selected by the College and Union on a case-by-case basis. Mediator selection will be from FMCS mediation services. The dates, times, and places of mediation sessions will be determined by mutual agreement of the parties. Fees and expenses for

mediation shall be shared equally by the parties. The decision of the Mediator is non-binding on either party.

- (d) If mutual agreement is not reached by the College and Union to mediate, or after the non-binding decision of the mediator is rendered, the Union shall retain the right to give notice to the College of filing a Step 5B grievance for an expedited arbitration.
- (e) An expedited arbitration will occur and a final and binding decision shall be rendered as soon as possible after the Union's grievance is filed, but no later than the end of the notification period when possible. The College has the burden to demonstrate by a preponderance of the evidence that the employee is not qualified for the position. The College shall pay all of the costs of the expedited arbitration.
- (f) The expedited arbitration procedure outlined in this section is the employee's only remedy, after the optional mediation, for appealing the College's decision not to appoint him to a position through the bumping, recall or reinstatement process.
- (g) The expedited arbitrator shall be a rotation panel agreed upon by both parties as outlined in the Grievance Article, Section 22.11, at the beginning of the lay-off process.

Section 19.8 Informational Meeting

19.8.1 Once it is determined that a bumping, recalled, or reinstated employee is qualified, or provisionally qualified, the Human Resources Representative will facilitate an information sharing meeting to include the recalled/reinstated/bumping employee, the hiring manager, and a Union Delegate.

19.8.2 The purpose of this facilitated information sharing will be to discuss and provide the employee with:

- a. Job Description.
- b. The required qualifications needed to successfully perform the job.
- c. The essential functions, objectives, technology, and expectations of the position.

- d. Documented training and educational support.
- e. Clarify start date.
- f. Response to questions.

19.8.3 Refer to side letter for this Article’s continuing improvement process, SL-2. Section 19.9 Recall – Reinstatement.

Section 19.9 Recall -- Reinstatement

19.9.1 Whenever, in the judgment of the College, it is necessary to increase the work force, as defined in this Article following a layoff, employees will be recalled or reinstated in order of seniority provided that the laid off or internally displaced employee is qualified to perform the essential functions of the available work.

19.9.2 The College shall maintain a “Recall List” consisting of employees laid off as a result of this Article. The recall list will include date of layoff, seniority date, site, pay grade, job title and initial job held prior to the layoff. An employee who is laid off as a result of procedures in this Article will be deemed to be on the recall list. An employee on the recall list will retain recall rights for two (2) years from the date of layoff.

19.9.3 The College shall maintain an “Internal Displacement List” consisting of employees placed in a different job title in the same or lower salary grade or in a position with fewer hours than that held by the employee prior to the job reduction in accordance with this Article. The list shall include the employee’s date of last bump, salary grade, site, and initial job title held prior to the job abolishment or last bump. Employees on the internal displacement list retain reinstatement rights to the grade/position held prior to the initial bump or involuntary reduction in hours for two (2) years as set forth in this Article.

19.9.4 The College shall provide the Executive Board Leader and Administrative Organizer with a Recall/Internal Displacement list and copies of all notices of recall/reinstatement. The Union will be notified of all recall/reinstatement responses. A laid off employee is responsible for keeping the College informed of the employee’s current address, even if the employee will be out of town for a short period. Notices of recall will be sent by certified mail.

19.9.5 College authorized new or vacant positions shall first be offered, in seniority order, to the most senior bargaining unit incumbent on the Internal Displacement List, Recall List or who has received notification of layoff, provided the employee is qualified to perform the available work. Recall or reinstatement will continue in order of seniority.

19.9.6 The position will be awarded to the most senior employee who indicates their acceptance of recall or reinstatement. The employee has seventy-two (72) hours from receipt by certified mail of notice of recall to return to work, unless the College determines a longer period is acceptable or necessary.

19.9.7 Employees may choose to remain on the recall or reinstatement list rather than accept recall to a position in a lower grade or at a different site. An employee who is offered a position in their former job title at the same site and who refuses the offer shall not be entitled to further recall or reinstatement rights under this Article.

19.9.8 No new employees shall be hired in a job title until all employees on the recall or internal displacement list who are qualified for that job title and desire to return to work have been offered recall or reinstatement.

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

19.9.10 While employees remain on the recall list, an employee returning from an unpaid leave of absence granted under Article 15 shall be placed on the list in accordance with the employee's seniority.

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

ARTICLE 20

INVOLUNTARY TRANSFERS

Section 20.1 The College retains the right to involuntarily transfer employees, whether permanently or temporarily, as modified only by the terms set forth in this Article.

Section 20.2 All temporary transfers from one job title and/or grade to another job title and/or grade, or the same job title and/or grade, shall not exceed forty-five (45) work days except:

20.2.1 To fill a vacancy caused by an employee being on sick or other approved Leave of Absence;

20.2.2 To provide vacation relief scheduling; or

20.2.3 To fill a vacancy during the period pending the permanent filling of such vacancy.

20.2.4 If the College temporarily transfers an employee to another job title and/or grade, the employee shall:

(a) Receive their regular rate of pay if the rate of pay for such other job title and/or grade is lower than their regular rate of pay.

(b) Receive the higher rate of pay for the job title and/or grade if such rate is higher than their regular rate of pay provided the employee works five (5) full work days or more in the high-rated title and/or grade. Payment at the higher rate shall be retroactive to and include the first full day of such work.

The higher rate shall be that rate the transferred individual would be entitled to if the employee were permanently promoted into the position.

Section 20.3 If necessary, an involuntary transfer between sites, whether permanent or temporary, shall be effectuated by transferring, where reasonably practical and feasible, the least senior employee in the transferring department in the same job title. The College, except in case of an emergency, will undertake reasonable efforts through a written posting for five (5) days in the transferring department to seek volunteers to transfer between sites before resorting to involuntary transfers between sites.

Section 20.4 The College's right to transfer does not extend to transfer a person to a vacancy that is subject to the bidding procedure, except where there is no qualified bidder for said vacancy, or during the period pending the filling of the vacancy.

ARTICLE 21
DISCIPLINE

Section 21.1 This Article shall apply to all non-probationary employees covered by this Agreement.

Section 21.2 The College shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees subject to discipline, starting with verbal write-up to and including discharge, shall receive a Notice of Discipline of the intent to impose disciplinary actions. All employees shall have the right to attach a written rebuttal to all written disciplinary documents.

Section 21.3 Disciplinary action will be based on an evaluation of the incident(s) comprising the nature and/or the extent of the violation, previous related infractions and possible extenuating circumstances. The College will apply discipline in a progressive manner, verbal warning; written warning; suspension/probation; and termination, unless the nature of the offense(s) reasonably dictate greater or lesser discipline.

Section 21.4 The specific acts for which discipline is being imposed and the discipline proposed shall be specified in the Notice of Discipline and served to the employee containing a reference to dates, times and places, if possible. The Notice of Discipline shall be accompanied by a written statement that states:

21.4.1 An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure;

21.4.2 The employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of their rights under this procedure; and

21.4.3 The employee has the right to object to disciplinary actions by filing a grievance as provided in this Agreement.

21.4.4 If the date and time are not mutually agreeable, the supervisor and the employee and/or Union Representative shall arrange another date and time to meet.

Section 21.5 All disciplinary actions, including verbal warnings, shall be reduced to writing with copies given to the employee and the Union, with a copy sent to Human Resources for placement in the employee's personnel file.

Section 21.6 When disciplinary action is initiated where suspension or termination is recommended and prior to invoking a suspension or termination, a notice shall be made in writing and personally served on the employee who is the subject of the pending discipline, or by certified mail, with return receipt, of the scheduling of a due process hearing.

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

21.6.2 The hearing shall be scheduled no earlier than five (5) work days following giving notice to the employee. Absent any extenuating circumstances, the employee's failure to appear at the hearing will result in the waiver of their right to this hearing. The employee may also voluntarily waive this hearing by completing the Due Process Hearing waiver form. The employee will be paid for the time spent at this hearing if the hearing is conducted during their assigned work hours.

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

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

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

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

21.6.7 After having considered all evidence and testimony presented at the hearing, the hearing officer shall, within three (3) work days of the conclusion of the hearing, submit a written decision to the employee, department director, and Union.

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

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

Section 21.7 All verbal warnings and written warnings shall cease to have force and effect after twelve (12) months from their date of issuance. Suspensions shall cease to have force and effect after twenty-four (24) months from their date of issuance if there is no other discipline for related infractions imposed during that period.

Section 21.8 Disciplinary actions that no longer have force and effect shall not be used to determine any subsequent disciplinary action against the employee. All disciplinary actions shall be permanently retained in the employee's personnel file.

Section 21.9 Verbal and written warnings may only be grieved through Step 4 of the grievance procedure of this Agreement.

Section 21.10 A disciplinary matter may be settled at any time. The terms of the proposed settlement shall be reduced to writing with copies forwarded to the Union. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. An employee who declines representation shall do so in writing. The Union shall be notified of all potential and final settlements. A settlement entered into by an employee shall be final and binding on all parties.

ARTICLE 22 **GRIEVANCE PROCEDURE**

Section 22.1 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the College. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the College or the Union which tend to impair or weaken the Grievance Procedure are improper.

Section 22.2 The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the College and the Union and/or between the

College and an employee(s) and by this procedure the Union waives the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the College shall be final, conclusive and binding on the College, the Union and the employees. A grievance may be withdrawn by the Union at any time.

Section 22.3 Any grievance in Steps 1 through 4 which is not answered in a timely manner by the College shall be deemed to have been appealed to the next step. The College and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

Section 22.4 In matters of contract interpretation or discharge, or with regard to decisions made at the district level, a grievance may be initiated at Step 5 A hereof.

Section 22.5 There shall be no retaliation or adverse action taken against an employee who files a grievance, regardless of the outcome of the grievance.

Section 22.6 The Campus President/Vice President will be notified of all grievances.

Section 22.7 A grievance is a dispute or difference between the College and the Union, or between the College and an employee(s), concerning the wages, hours and working conditions set forth in this Agreement, the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions. When any such grievances arise the procedure in Section 22.10 will be observed.

Section 22.8 Grievances submitted which address issues affecting more than the individual who submitted the grievance shall give Union leadership the right to be present and participate.

Section 22.9 Human Resources shall notify the Union of any and all grievances submitted on the employee's own behalf, i.e., grievances not submitted through Union Executive Leadership, by sending a copy of the grievance to the SEIU Member Resource Center.

Section 22.10 The following procedure shall be observed:

Step 1:

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

Step 2:

If the grievance is not resolved under the informal method set forth in Step 1, a

written grievance must be filed within ten (10) working days of the event upon which the grievance is based with the employee's unit head. Within ten (10) working days after the filing of the grievance, a meeting will be held among the unit head, the respective campus Human Resources Manager, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Following this meeting, the unit head shall issue a written/electronic decision to the grievance within seven (7) working days. A copy of the written/electronic decision will simultaneously be provided to the Union Executive Board Leader and Grievance Chair.

Step 3:

If the grievance is not satisfactorily settled in Step 2, the employee and/or the Union may appeal the Step 2 answer to the appropriate College Vice President or designee, within seven (7) working days after receipt of the Step 2 response. Such appeal shall be in writing. The appropriate College Vice President or designee, shall schedule a grievance meeting with the employee(s) and if the member(s) so elect(s), a representative of the Union, within seven (7) working days after receipt of the appeal and shall issue a written/electronic decision to the aggrieved member within seven (7) working days after the close of the meeting. A copy of the written/electronic decision will simultaneously be provided to the Union Executive Board Leader and Grievance Chair.

Step 4:

If the grievance is not satisfactorily settled in Step 3, the aggrieved member(s) and/or the Union may file an appeal with the Vice President of Human Resources for the College or designee within seven (7) working days after the receipt of the Step 3 decision. Such appeal shall be in writing. The Vice President of Human Resources or designee shall schedule a grievance meeting with the aggrieved member(s) and/or the representative of the Union as outlined above within seven (7) working days after the receipt of the appeal and shall render a written/electronic decision within seven (7) working days after the close of the meeting. A copy of the written/electronic decision will simultaneously be provided to the Union Executive Board Leader, the Grievance Chair, and the SEIU Member Resource Center.

Step 5 A:

If the grievance is not resolved in Step 4, the Union may appeal the grievance to mediation through FMCS. Grievance mediation sessions will be scheduled monthly, or at some other regular interval by mutual agreement of the parties, for the purposes of settling every unresolved grievance which has been elevated to the mediation step since the last mediation session. The fees and expenses of

mediation, if any, will be borne equally by the parties for a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation session. Any grievance which is withdrawn shall also be confirmed in writing or electronically at the mediation session. A copy of the written/electronic decision will simultaneously be provided to the Union Executive Board Leader, the Grievance Chair, and the SEIU Member Resource Center.

Step 5 B:

If the Union is dissatisfied with the Step 4 response, the Union may refer the matter to binding arbitration within ten (10) working days after the next regularly scheduled Executive Council meeting, but no later than forty-five (45) days following receipt of the Step Four (4) decision, or by agreement of the parties, relatively uncomplicated grievances may be submitted to expedited or streamlined arbitration pursuant to the Rules of the American Arbitration Association.

Section 22.11 The Union shall notify the College of its intent to appeal the grievance to arbitration. Upon written/electronic notice of the Union's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of seven (7) arbitrators from Northeast Ohio to each party. The arbitrator will be chosen by the Parties alternatively striking names from the panel and the matter shall proceed in accordance with the Association's then applicable rules and regulations. The Parties expressly agree that they prefer Northeast Ohio arbitrators. The fees and expenses of the arbitrators shall be borne equally by the parties.

Section 22.12 In the event a matter proceeds to arbitration, the arbitrator shall have jurisdiction only over the matter(s) submitted. The arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

Section 22.13 The College agrees to recognize a representative from the SEIU Member Resource Center as an authorized representative of the Union at all steps of the grievance procedure. If a member of either party requests such, the representative may participate in any step of the grievance procedure in person, via conference call, or via video conferencing. Such representative is not intended to replace the Executive Committee or the Grievance Chair but shall supplement such representation as deemed appropriate by the Union.

ARTICLE 23

NO STRIKE/NO LOCKOUT

Section 23.1 The College and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate

means without any interruption of the College programs and operations.

Therefore, the Union agrees that during the term of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, hand billing, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College.

Further, the Union agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, hand billing, sympathy strike, slowdown, work stoppage or any interruption or interference with the normal operations of the College, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

Section 23.2 In addition, no member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, hand billing, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Violations of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a bargaining unit member has engaged in any conduct prohibited by this provision is reviewable through the grievance and arbitration process.

Section 23.3 In the event any violation of this provision occurs, upon notice from the College, the Union shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, hand billing, sympathy strike, slowdown, work stoppage or other interference with normal College operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately advise members of the bargaining unit to return to their duties at once.

ARTICLE 24

TECHNOLOGICAL CHANGES AND REORGANIZATION

Section 24.1 The College reserves the right to introduce technological changes into the workplace. However, consistent with this right, it is the intent of the College, in the event that the College introduces significant technological changes which eliminate positions or job titles to give the Union written notification of the possibility of such changes sixty (60) days in advance of the proposed effective date.

The employee or employees affected and the Union will be given written notice of the actual implementation of such significant technological changes fourteen (14) calendar days in

advance of the change. The College will meet and discuss with the Union concerning the effect of such changes on the members of the bargaining unit.

Section 24.2 In the event the College introduces significant new automated equipment or technological changes which eliminate an employee's position while creating other new positions, the new positions will be filled in accordance with the bidding procedure contained in this collective bargaining agreement. Employees whose positions are eliminated and who do not successfully bid on any newly created positions shall be entitled to resort to the remedies under the layoff procedures contained within this collective bargaining agreement.

Section 24.3 In the event the College introduces significant new automated equipment or technological change to an existing position or job title, the College shall provide appropriate training for the incumbent(s) in order that they can properly use the equipment required by the specific job title.

Section 24.4 The College retains the right to reorganize departments and work units. In the event that the College reorganizes a department or work unit which results in the elimination of existing positions or the involuntary transfer of employee(s), the College will eliminate said positions in accordance with Article 19, and involuntary transfer employee(s) in accordance with Article 20.

ARTICLE 25

TRAINING AND PROFESSIONAL DEVELOPMENT

Section 25.1 The College agrees to provide opportunities that promote continuing education, training and upgrading of employees. These opportunities will enable employees to increase knowledge and skill and advance career goals.

Section 25.2 The Union may advise and consult with the Office of Human Resources on the possible development, content, and format of career advancement programs, courses, and workshops to be made available to the bargaining unit employees.

Section 25.3 Professional Development. The College will continue to pay the registration fee, travel, per diem and release time for professional development conferences, seminars, etc. pertaining to an employee's job. Attendance at such functions may be required by the College, and in any event, must be approved by the College. Whether or not an employee attends such functions is a decision within the sole discretion of the College. However, where the College requires a bargaining unit employee to attend such a function during what are normally non-working hours, then that employee will be given compensatory time or overtime, whichever is appropriate, for the time during which the employee

actually attends said function. Employees may request specific training through their performance evaluation, and supervisors are encouraged to consider employees' training needs throughout the year.

Section 25.4 Education Fund. The College will establish an educational fund of \$25,000.00. This \$25,000.00 will be made available annually to eligible and qualifying bargaining unit employees for use in defraying tuition costs toward obtaining a degree above the Associate Degree. The scholarship dollars will be awarded in 2020, 2021, and 2022. The Labor Management Committee shall establish the criteria, conditions and limitations on the receipt of said scholarship dollars and recommend individual awards.

Section 25.5 Supplemental Training

25.5.1 Notwithstanding the limits in Section 25.6.2 below, a \$15,000 pool of money (\$5,000 per year) will be set aside to be used for credit, non-credit, or non-traditional training during the term of the contract. This pool of money is above what is already paid for by the College to the Education Fund or through tuition remission. This means that the money can only be used to cover expenses not otherwise covered under the terms of Sections 25.4 and 25.6 of this Article.

25.5.2 In order to qualify for such funds, the training or coursework must contribute to the employee's work skills and prior approval must be received from Human Resources in consultation with the employee's supervisor. If the bargaining unit employee uses the training funds and leaves the College voluntarily within one (1) year after the employee's training, the employee shall pay back the money used for training. If the employee is involuntarily separated from the College, no reimbursement is necessary.

Section 25.6 Tuition Remission

25.6.1 Members of the bargaining unit shall be permitted to take up to eight (8) hours of credit, audit, or non-credit courses each academic semester for which the instructional fee shall be waived. The general fee and any supplemental course or incidental fee must be paid by the employee.

25.6.2 In order to attend non-credit/workshops/seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic semester up to a maximum dollar value equal to eight (8) credit hours of in-county tuition.

25.6.3 Members of the bargaining unit are expected to attend course(s) during their non-working hours. However, the College recognizes the desirability of planned individual development which may necessitate taking a course that meets during the employee's established working hours. When this necessity occurs, the employee may register for one (1) course which meets during the employee's working hours each semester if all of the following criteria are met:

- (a) the course is not scheduled during non-working hours; and
- (b) the course is a requirement of a degree program in which the employee is officially enrolled or the course directly contributes, in the opinion of the immediate supervisor, to the employee's work skills; and,
- (c) the employee makes arrangements satisfactory to the immediate supervisor to make up the time lost to attend class either before or after regular work hours. Make up time may not include rest breaks or more than a half hour of the employee's lunch period; and
- (d) the employee has the approval of the immediate supervisor, the director or other appropriate officer and that of the appropriate vice president or designee.

25.6.4 Dependents of members of the bargaining unit shall be permitted to take credit, audit, or non-credit courses up to an amount considered to be the equivalent of a full-time student for which the instructional fee shall be waived. The general fee and any supplemental course or incidental fee, and an additional fee of five dollars (\$5.00) per semester, shall be paid by the student.

25.6.5 For purposes of this Section, dependent shall mean spouse or any dependent eligible for insurance under the College's flexible benefits program up to age twenty-three (23).

25.6.6 The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased employees who, at the time of their death, were members of the bargaining unit. The right to such benefit shall terminate upon the expiration of three (3) academic years following the academic year in which the employee died.

ARTICLE 26
NEW JOB TITLE

Section 26.1 The Union's Executive Board Leader and Executive Board Member and Staff Representative from SEIU 1199 will be notified by Human Resources from the College of the creation of any new job title in the support personnel salary schedule. Three (3) members from the College and three (3) members appointed from the Union (one of which shall come from the chapter's executive board) shall meet and discuss the inclusion and/or exclusion of such job title within the bargaining unit and the appropriate wage rate therefore. In the event the College and the Union are unable to reach agreement on the issue, the College shall establish a temporary rate and job title and will promptly notify the Union in writing. Thereafter, the Union can file a grievance to Step 4 of the grievance procedure; and if the matter goes to arbitration the Arbitrator shall have the authority to establish a new rate and job title or to place the job in an existing wage rate which shall be retroactive to the date the College placed the temporary rate into effect. The Arbitrator shall be ruled by the criterion set forth in Article 2 on the question of inclusion or exclusion and shall be ruled by pay grades in similar jobs at the College with respect to wage rates.

ARTICLE 27
JOB AUDITS

Section 27.1 Annual Job Audit Process

27.1.1 During an employee's annual performance evaluation, if the employee and/or supervisor believe the employee's job has or will significantly change, a request for a job audit and a complete Position Analysis Questionnaire shall be submitted to the attention of the Executive Director, Total Rewards, District Human Resources Department, for consideration.

27.1.2 A request for a job audit may be submitted to the employee's immediate supervisor and to the attention of the Executive Director, Total Rewards, District Human Resources Department, by the employee and/or the Union, also known as a Party.

27.1.3 The job audit request must be submitted between August 1st and September 15th and shall include a Position Analysis Questionnaire that identifies the additional significant changes and/or increased responsibilities that have been added to the employee's job description, along with any additional rationale to support the audit.

27.1.4 The Supervisor will review the request and supporting documentation with the Office of Human Resources by October 15th. The request shall be

signed by the employee's supervisor indicating it has been reviewed. If the supervisor refuses to sign, the employee may forward the request to Human Resources noting that the supervisor refused to sign. Copies of all requests and supporting documentation shall be provided to the Executive Board Leader and Executive Board Member and to the Executive Director, Total Rewards, District Human Resources Department, by October 30th.

27.1.5 The College will consider equity issues on a case-by-case basis based upon the determination that a counterpart is doing the same work. Job audit filing deadlines may be waived by extenuating circumstances.

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

27.1.7 The job audit process shall include an evaluation of job content including, but not limited to, a review of the incumbent's completed Position Analysis Questionnaire, supporting documentation, interviews with the employee and the supervisor, if necessary.

For example, changes in job duties, increases in job responsibilities and the restructuring of a position's duties shall be examined to decide if a position is properly classified.

27.1.8 The Labor-Management Job Audit Committee will issue a written decision on the request by December 15th, including a rationale for the decision. If the party who submits the request does not agree with the decision, the Party may appeal in writing to the Labor-Management Job Audit Appeals Committee. The written appeal shall be sent to the Executive Director, Total Rewards and Union's Executive Board Leader within thirty (30) days of the date the determination was issued along with any additional supporting documentation. The Executive Director, Total Rewards will submit the employee's appeal to the Labor-Management Job Audit Appeals Committee.

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

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

Section 27.2 Special Job Audit Process

27.2.1 A Party, as defined in 27.1.2 above, may request a special job audit in situations without the requirement of the Position Analysis Questionnaire, where an employee's job has or will significantly change.

27.2.2 Requests for such special job audit based on a significant change in a job must be done in writing to the Office of Human Resources. In the request, the Party shall explain in detail what significant changes have occurred in the job since the last request for a job audit/Position Analysis Questionnaire for the position. Upon receiving the request for job audit, the Office of Human Resources will investigate and provide a written reply to the employee and the Union within sixty (60) working days.

Section 27.3 Job Descriptions

27.3.1 Upon request, the College shall provide the Union with copies of job descriptions for all job titles in the bargaining unit as they are developed and/or revised. Whenever a significant change occurs in the description of any such job, the College agrees to provide the Union with a copy of the updated job description.

27.3.2 The Office of Human Resources shall provide training and appropriate materials for employees and supervisors on the job audit process.

27.3.3 If, as a result of a job audit, a position is reclassified because of job duty changes that have occurred since the last job audit period, the employee will receive retroactive pay from the date the new duties were assumed. Any pay increase arising from reclassification as a result of the performance evaluation process shall be effective at the start of the next calendar year. If the applicant is

assigned the additional duties prior to the reclassification decision, appropriate retro-activity will be paid to the applicant to the date the additional duties were assigned.

ARTICLE 28 **GOVERNANCE**

Section 28.1 The College recognizes the importance of a college governance system that seeks and encourages employee input. Therefore, the College agrees to continue a governance system in a manner consistent with current practice as outlined in Appendix J, and agrees that, where relevant, the Union will be permitted to recommend the appointment or reappointment of a proportionate number of bargaining unit employees to serve on relevant governance committees. The recommendation shall be considered in good faith by the College. The Union will be advised of the creation of any relevant new committees under the governance system.

ARTICLE 29 **PERSONNEL FILES**

Section 29.1 Personnel Files

29.1.1 Employees will have access to their complete personnel file upon making a written request to the District Director of Employee and Labor Relations, or designee, three (3) workdays in advance of the time they wish to inspect the file.

29.1.2 Letters of recommendation solicited with respect to initial employment or other letters of recommendation subsequently solicited with the consent of the employee will be excluded. However, commendations, awards or certificates obtained by the employee during his employment with the College shall be included in his personnel file.

29.1.3 The College reserves the right to file these documents electronically.

29.1.4 If any material is adverse, the employee will be given the opportunity to place an appropriate response in the file.

29.1.5 Employees may make a copy of material placed in the file other than from excluded material, return references, or letters of recommendation.

29.1.6 Employees may periodically update their personnel files.

ARTICLE 30

PARKING

Section 30.1 Comparable parking will continue to be provided by the College at the prevailing College rates.

30.1.1 Fees may be paid through payroll deduction.

30.1.2 The College will provide the Union with sixty (60) days notification prior to implementing any changes to parking rates.

ARTICLE 31

SNOW DAYS – SEVERE WEATHER & EMERGENCY CLOSING

Section 31.1 Emergency Notification. Employees will be notified by the College's emergency notification through phone or text message or media and are encouraged to maintain current emergency contact information in My Tri-C Space.

Section 31.2 Level 1 Closings. An announcement indicating that Cuyahoga Community College is closed means only that classes are canceled and is considered a Level 1 closing. All employees are expected to report to work during Level 1 closings.

Section 31.3 Level 2 Closings. If conditions are so severe that the College, a campus, or building, are closed and employees are not expected to report to work, this will be considered a Level 2 closing. Under these circumstances employees will be paid for their scheduled hours they would have otherwise worked and those hours not charged against the employee's accumulated or accrued sick, vacation, or personal leave.

31.3.1 If employees are expected to report to work, or remain at work during a Level 2 closing, these employees will receive their wages plus an amount of time off equal to the amount of time worked during the scheduled shift while the College was closed. Said time off shall be provided to employees at a mutually agreed upon later date.

ARTICLE 32

JOINT LABOR-MANAGEMENT COMMITTEE

Section 32.1 A Joint Labor-Management Committee shall be established to meet for a maximum of two (2) hours, on a monthly basis, to discuss matters of mutual concern. The Committee shall consist of three (3) representatives from each side. All meetings shall be held during normal business hours, and all employees who attend these meetings shall do so without loss of pay or benefits. In order to call a meeting, either party must submit a

notice of intent to meet setting forth a written agenda of the matters to be discussed. In the event the Committee reaches a majority decision, it shall make recommendation(s) to the Vice President of Human Resources or designee. The College and the Union will request that the Federal Mediation and Conciliation Service train the Committee in utilizing a problem-solving approach in Labor-Management Committee meetings.

ARTICLE 33

NON-DISCRIMINATION AND WORKPLACE POLICIES

Section 33.1 Both the College and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, ancestry, color, disability, military status, national origin, race, religion, sex, sexual orientation, gender identity and expression, pregnancy, veteran status, creed, marital status, genetic information, or union participation, including the requirement to refrain from harassment. Furthermore, the College will not discriminate on the basis of disability, provided the disability does not impair the person's ability to substantially perform the work, and employing a disabled person would not significantly increase the occupational hazards affecting either the disabled person, other employees, the general public, or the facilities in which the work is performed. Moreover, the College will make reasonable accommodations whenever legally required to do so. Reasonable accommodations will be handled on an individual, case-by-case basis and will be non-precedent setting. The College will notify the Union prior to any accommodation which impacts on the Agreement.

Section 33.2 The College and the Union hereby incorporate by reference as applicable the College policy effective July 8, 2011, on affirmative action, equal opportunity, discrimination, and harassment as set forth at College policy 3354:1-42-01.

ARTICLE 34

PERFORMANCE EVALUATION

Section 34.1 Performance evaluations shall be completed on an annual basis. The performance evaluation form (SL-4) shall be filled out by the supervisor, and after being discussed with the employee, signed by both the supervisor and employee. In addition, any meritorious service or awards received by the employee during his evaluation period shall be noted on their performance evaluation.

Section 34.2 The completed performance evaluation form will be discussed with the employee. Following a discussion with the supervisor concerning the performance

evaluation, the employee will be granted the opportunity to prepare a statement that the employee may have added to the evaluation form. The employee will sign the evaluation which will indicate only that the evaluation was received by and reviewed with the employee.

A copy of the completed annual performance evaluation form will be furnished to the employee at the time the employee signs the form. The employee's signature does not indicate agreement with the content of the evaluation. However, employees have the right to make written objections to their evaluation for inclusion in their personnel files.

ARTICLE 35
FINANCIAL EXIGENCY

Section 35.1 The College shall have the right to reopen the contract on all economic subject matters based on the Board of Trustees good-faith determination of the existence of a "crisis" financial exigency. Such good-faith determination of crisis financial exigency will be subject to an expedited review through the grievance arbitration procedure. The administration will endeavor to provide a sixty (60) day notice of its reason to believe that there is a pending crisis financial exigency to the Union and provide that organization with all available information. For the purpose of this section, crisis financial exigency shall be defined as follows: that current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College. During the pendency of such "crisis" financial exigency, Article 23, No Strike/No Lockout, shall be suspended.

ARTICLE 36
LEGALITY

Section 36.1 It is the intent of the College and the Union that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section or clause is adjudged to be unlawful, and if the Union so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE 37
HEALTH AND SAFETY

Section 37.1 The parties agree to establish a Health and Safety Committee with representation of one (1) member and one (1) alternate appointed by each group from all constituent groups. Release time will be granted for all appointed representatives to participate in the meetings. Meeting dates will be established by the Committee as needed, but not less than one (1) per semester. The Committee will make recommendations to the Executive Vice President for Administration or designee.

Section 37.2 The College will discuss with the Union any complaint or recommendation concerning safety and health.

Section 37.3 The College agrees to provide a safe working environment in full compliance with all applicable federal, state and local regulations. Employees who feel they are exposed to hazardous or unsafe working conditions should report their concerns to their immediate supervisor and if further assistance is needed, contact should be made with the Office of Environmental Services, Plant Operations or Human Resources. Concerns of a general nature may be brought to the attention of the Committee for consideration as necessary.

Section 37.4 If the indoor temperature or air quality in a College facility or department becomes unbearable or causes an employee to be sick or suffer other significant health problems, the employee may be permitted to leave work without loss of pay or benefits with the approval of the Dean, Campus President/Vice President or designee. Such accommodation can only be granted if it is determined that a physical relocation to resolve the problem is not practical or possible.

Section 37.5 If an employee incurs medical expenses or loses work time as a result of a work-related injury or occupational disease and wishes to file a workers' compensation claim, the employee should contact the Office of Human Resources to obtain the appropriate claim form(s).

The employee should then submit the completed form to the Office of Human Resources. The Union may assist an employee in completing the claim form and upon request of the employee, a copy of the completed claim form will be provided to the Union.

Section 37.6 Asbestos Removal

37.6.1 The College agrees to provide the Union and its affected members with written notification of its intent to remove asbestos. Such written notification shall occur at least five (5) working days before the asbestos is scheduled to be removed.

37.6.2 The College shall also provide the Executive Board Leader and Union Representative with copies of the air quality tests conducted prior to and immediately after any asbestos abatement in any area upon request, if such tests or reports are available to the College.

ARTICLE 38
DISPATCHERS

Section 38.1 The following language is intended to be construed as a supplement to the current collective bargaining language.

Section 38.2 Hours of Work and Overtime

38.2.1 The work week commences at 12:01 a.m. Monday and ends at midnight Sunday.

38.2.2 The College and the Union agree on the need to provide continuous coverage for dispatching in Public Safety on a twenty-four (24) hour per day, seven (7) days per week basis. The work week for Dispatchers is forty (40) hours and normally will consist of five (5) eight (8) hour days. Dispatchers shall receive regular straight time for eight (8) hours each shift.

38.2.3 There shall be a thirty (30) minute paid lunch period and two (2) fifteen (15) minute breaks each shift as assigned by the supervisor. The lunch and break periods will be taken at the work station unless otherwise approved.

38.2.4 Overtime shall be paid for Dispatchers who work more than eight (8) hours in a day. The time and one-half (1 1/2) rate shall begin after eight (8) hours are worked in one (1) day and for all time over forty (40) hours in one (1) week, but overtime will not be paid more than once for the same hours worked.

38.2.5 All paid vacation and holiday hours shall count as hours worked for the purpose of overtime. This paragraph is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours per day or week.

Section 38.3 Call Off. The need to provide continuous coverage in Central Dispatch is critical to the safety and security of the College. When dispatchers anticipate being absent from, or late for, their scheduled shifts they are required to call the appropriate supervisor or designee at least four (4) hours prior to the start of the scheduled shift. Full-time dispatchers who call off will be replaced with full-time dispatchers, whenever possible, by

the assignment of the supervisor. The least senior dispatcher on duty will be required to remain on duty until relieved.

Section 38.4 Uniform Allocation

38.4.1 The College will establish a voucher system identifying up to three (3) approved vendors for Dispatchers to purchase uniform items. Full-time Dispatchers may purchase up to five hundred thirty-five dollars (\$535.00) of uniforms each fiscal year. Uniform item purchases must be made no later than April 30th of each fiscal year.

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

38.4.3 If a Dispatcher is hired on or after January 1st in any fiscal year, the Dispatcher shall receive an allotment, but not uniform allowance money, until the following fiscal year. If a Dispatcher is hired on or before December 31st of a fiscal year, the Dispatcher receives an allotment, plus a prorated portion of the uniform allowance money. For example, if a Dispatcher is hired in November, he shall receive his respective uniform allotment and receive eight-twelfths (8/12) of his respective uniform allowance money.

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

Section 38.5 Training. The College agrees to provide and schedule required training to Dispatchers to allow for appropriate certification including, but not necessarily limited to, the following: L.E.A.D.S., C.R.I.S., CPR, and Emergency Medical Dispatch. Ongoing training will be provided by the College as needed to maintain appropriate dispatch functions as deemed necessary by the College.

Section 38.6 Policy and Procedure Manuals. The College will provide each Dispatcher with copies of appropriate departmental policy and procedure manuals, including the Dispatcher Policy and Procedure Manual. Current job duties and responsibilities will be included in the Dispatcher Policy and Procedure Manual. An additional copy of all appropriate manuals shall be available in the Central Dispatch Area.

ARTICLE 39
SUBCONTRACTING

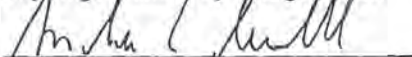
Section 39.1 In the event the College subcontracts work, the College will first give the Union thirty (30) days advance notice of an intention to subcontract bargaining unit work during which time the College and the Union will meet to negotiate with regard to the decision and its effects; however, if the College and the Union do not reach agreement during this thirty (30) day period, the College retains the sole and unrestricted right to unilaterally implement its decision to subcontract bargaining unit work; however, upon such implementation, the Union retains the right to strike pursuant to all applicable laws, the no-strike provision of this contract notwithstanding.

ARTICLE 40
DURATION

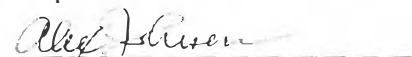
Section 40.1 The parties recognize that this Agreement totally supersedes and integrates all wages, hours, benefits and terms and conditions of employment existing between the parties. Furthermore, the parties acknowledge that each had ample opportunity to submit proposals and bargain over all negotiable matters and that this Agreement shall be the sole source of any and all rights and/or claims regarding wages, hours, benefits or other terms and conditions of employment. Where this Agreement is silent on a wage, hour, benefit and term or condition of employment, the College may act with discretion consistent with applicable law. Where no applicable law exists, the College reserves the right to act at its' discretion.

Section 40.2 The Agreement will be in effect from January 1, 2020, through midnight on December 31, 2022, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.

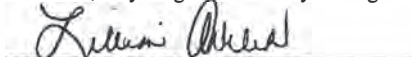
Cuyahoga Community College District



Andrew Randall
Chairperson Board of Trustees



Dr. Alex Johnson,
President, Cuyahoga Community College



Lillian A. Welch, CBP, GBA
Vice President, Human Resource

SEIU District 1199 Wv/Ky/Oh
The Health Care & Social Service Union



By: Becky Williams, President

APPENDIX A
ALPHABETICAL LIST – JOB TITLES

The parties agree to meet in Labor Management Committee to review and agree on final changes to Appendix to reflect any changes that took place through the term of the prior agreement.

APPENDIX B
JOB TITLES BY PAY GRADE

The parties agree to meet in Labor Management Committee to review and agree on final changes to Appendix B to reflect any changes that took place through the term of the prior agreement.

APPENDIX C
INACTIVE JOB TITLES

The parties agree to meet in Labor Management Committee to review and agree on final changes to Appendix C to reflect any changes that took place through the term of the prior agreement.

APPENDIX D

JOB TITLES EXCLUDED FROM THE BARGAINING UNIT

The parties agree to meet in Labor Management Committee to review and agree on final changes to Appendix D to reflect any changes that took place through the term of the prior agreement.

APPENDIX E

CUYAHOGA COMMUNITY COLLEGE / 1199 BARGAINING UNIT
TIER ONE NON-DISPATCHER POSITIONS SALARY SCHEDULE

Wage Table - SEIU, 1199 Full Time Employees - Tier 1
Effective January 1, 2020

	Grade								
Step	02	03	04	05	06	07	08	09	10
90	\$45,190	\$47,476	\$51,133	\$55,062	\$59,297	\$63,853	\$70,482	\$75,908	\$81,736
85	\$44,094	\$46,324	\$49,885	\$53,714	\$57,849	\$62,296	\$68,766	\$74,056	\$79,748
80	\$43,012	\$45,190	\$48,663	\$52,412	\$56,434	\$60,776	\$67,082	\$72,251	\$77,798
75	\$41,969	\$44,094	\$47,476	\$51,133	\$55,062	\$59,297	\$65,455	\$70,482	\$75,908
70	\$40,934	\$43,012	\$46,324	\$49,885	\$53,714	\$57,849	\$63,853	\$68,766	\$74,056
65	\$39,940	\$41,969	\$45,190	\$48,663	\$52,412	\$56,434	\$62,296	\$67,082	\$72,251
60	\$38,969	\$40,934	\$44,094	\$47,476	\$51,133	\$55,062	\$60,776	\$65,455	\$70,482
55	\$38,013	\$39,940	\$43,012	\$46,324	\$49,885	\$53,714	\$59,297	\$63,853	\$68,766
50	\$37,090	\$38,969	\$41,969	\$45,190	\$48,663	\$52,412	\$57,849	\$62,296	\$67,082
45	\$36,178	\$38,013	\$40,934	\$44,094	\$47,476	\$51,133	\$56,434	\$60,776	\$65,455
40	\$35,298	\$37,090	\$39,940	\$43,012	\$46,324	\$49,885	\$55,062	\$59,297	\$63,853
35	\$34,441	\$36,178	\$38,969	\$41,969	\$45,190	\$48,663	\$53,714	\$57,849	\$62,296
30	\$33,602	\$35,298	\$38,013	\$40,934	\$44,094	\$47,476	\$52,412	\$56,434	\$60,776
25	\$32,784	\$34,441	\$37,090	\$39,940	\$43,012	\$46,324	\$51,133	\$55,062	\$59,297
20	\$31,979	\$33,602	\$36,178	\$38,969	\$41,969	\$45,190	\$49,885	\$53,714	\$57,849
15	\$31,210	\$32,784	\$35,298	\$38,013	\$40,934	\$44,094	\$48,663	\$52,412	\$56,434
10	\$30,442	\$31,979	\$34,441	\$37,090	\$39,940	\$43,012	\$47,476	\$51,133	\$55,062

Wage Table - SEIU, 1199 Full Time Employees - Tier 1
Effective January 1, 2021

	Grade								
Step	02	03	04	05	06	07	08	09	10
90	\$46,094	\$48,426	\$52,156	\$56,163	\$60,483	\$65,130	\$71,892	\$77,426	\$83,371
85	\$44,976	\$47,250	\$50,883	\$54,788	\$59,006	\$63,542	\$70,141	\$75,537	\$81,343
80	\$43,872	\$46,094	\$49,636	\$53,460	\$57,563	\$61,992	\$68,424	\$73,696	\$79,354
75	\$42,808	\$44,976	\$48,426	\$52,156	\$56,163	\$60,483	\$66,764	\$71,892	\$77,426
70	\$41,753	\$43,872	\$47,250	\$50,883	\$54,788	\$59,006	\$65,130	\$70,141	\$75,537
65	\$40,739	\$42,808	\$46,094	\$49,636	\$53,460	\$57,563	\$63,542	\$68,424	\$73,696
60	\$39,748	\$41,753	\$44,976	\$48,426	\$52,156	\$56,163	\$61,992	\$66,764	\$71,892
55	\$38,773	\$40,739	\$43,872	\$47,250	\$50,883	\$54,788	\$60,483	\$65,130	\$70,141
50	\$37,832	\$39,748	\$42,808	\$46,094	\$49,636	\$53,460	\$59,006	\$63,542	\$68,424
45	\$36,902	\$38,773	\$41,753	\$44,976	\$48,426	\$52,156	\$57,563	\$61,992	\$66,764
40	\$36,004	\$37,832	\$40,739	\$43,872	\$47,250	\$50,883	\$56,163	\$60,483	\$65,130
35	\$35,130	\$36,902	\$39,748	\$42,808	\$46,094	\$49,636	\$54,788	\$59,006	\$63,542
30	\$34,274	\$36,004	\$38,773	\$41,753	\$44,976	\$48,426	\$53,460	\$57,563	\$61,992
25	\$33,440	\$35,130	\$37,832	\$40,739	\$43,872	\$47,250	\$52,156	\$56,163	\$60,483
20	\$32,619	\$34,274	\$36,902	\$39,748	\$42,808	\$46,094	\$50,883	\$54,788	\$59,006
15	\$31,834	\$33,440	\$36,004	\$38,773	\$41,753	\$44,976	\$49,636	\$53,460	\$57,563
10	\$31,051	\$32,619	\$35,130	\$37,832	\$40,739	\$43,872	\$48,426	\$52,156	\$56,163

Wage Table - SEIU, 1199 Full Time Employees - Tier 1
Effective January 1, 2022

	Grade								
Step	02	03	04	05	06	07	08	09	10
90	\$46,555	\$48,910	\$52,678	\$56,725	\$61,088	\$65,781	\$72,611	\$78,200	\$84,205
85	\$45,426	\$47,723	\$51,392	\$55,336	\$59,596	\$64,177	\$70,842	\$76,292	\$82,156
80	\$44,311	\$46,555	\$50,132	\$53,995	\$58,139	\$62,612	\$69,108	\$74,433	\$80,148
75	\$43,236	\$45,426	\$48,910	\$52,678	\$56,725	\$61,088	\$67,432	\$72,611	\$78,200
70	\$42,171	\$44,311	\$47,723	\$51,392	\$55,336	\$59,596	\$65,781	\$70,842	\$76,292
65	\$41,146	\$43,236	\$46,555	\$50,132	\$53,995	\$58,139	\$64,177	\$69,108	\$74,433
60	\$40,145	\$42,171	\$45,426	\$48,910	\$52,678	\$56,725	\$62,612	\$67,432	\$72,611
55	\$39,161	\$41,146	\$44,311	\$47,723	\$51,392	\$55,336	\$61,088	\$65,781	\$70,842
50	\$38,210	\$40,145	\$43,236	\$46,555	\$50,132	\$53,995	\$59,596	\$64,177	\$69,108
45	\$37,271	\$39,161	\$42,171	\$45,426	\$48,910	\$52,678	\$58,139	\$62,612	\$67,432
40	\$36,364	\$38,210	\$41,146	\$44,311	\$47,723	\$51,392	\$56,725	\$61,088	\$65,781
35	\$35,481	\$37,271	\$40,145	\$43,236	\$46,555	\$50,132	\$55,336	\$59,596	\$64,177
30	\$34,617	\$36,364	\$39,161	\$42,171	\$45,426	\$48,910	\$53,995	\$58,139	\$62,612
25	\$33,774	\$35,481	\$38,210	\$41,146	\$44,311	\$47,723	\$52,678	\$56,725	\$61,088
20	\$32,945	\$34,617	\$37,271	\$40,145	\$43,236	\$46,555	\$51,392	\$55,336	\$59,596
15	\$32,152	\$33,774	\$36,364	\$39,161	\$42,171	\$45,426	\$50,132	\$53,995	\$58,139
10	\$31,362	\$32,945	\$35,481	\$38,210	\$41,146	\$44,311	\$48,910	\$52,678	\$56,725

APPENDIX F
CUYAHOGA COMMUNITY COLLEGE / 1199 BARGAINING UNIT
TIER TWO NON-DISPATCHER POSITIONS SALARY SCHEDULE

Wage Table - SEIU, 1199 Full Time Employees - Tier 2
Effective January 1, 2020
(Applies to all employees hired on or after October 27, 2011)

	Grade								
Step	02	03	04	05	06	07	08	09	10
100	\$38,969	\$40,934	\$44,094	\$47,476	\$51,133	\$55,062	\$60,776	\$65,455	\$70,482
90	\$38,013	\$39,940	\$43,012	\$46,324	\$49,885	\$53,714	\$59,297	\$63,853	\$68,766
80	\$37,090	\$38,969	\$41,969	\$45,190	\$48,663	\$52,412	\$57,849	\$62,296	\$67,082
70	\$36,178	\$38,013	\$40,934	\$44,094	\$47,476	\$51,133	\$56,434	\$60,776	\$65,455
60	\$35,298	\$37,090	\$39,940	\$43,012	\$46,324	\$49,885	\$55,062	\$59,297	\$63,853
50	\$34,441	\$36,178	\$38,969	\$41,969	\$45,190	\$48,663	\$53,714	\$57,849	\$62,296
40	\$33,602	\$35,298	\$38,013	\$40,934	\$44,094	\$47,476	\$52,412	\$56,434	\$60,776
30	\$32,784	\$34,441	\$37,090	\$39,940	\$43,012	\$46,324	\$51,133	\$55,062	\$59,297
20	\$31,979	\$33,602	\$36,178	\$38,969	\$41,969	\$45,190	\$49,885	\$53,714	\$57,849
10	\$31,210	\$32,784	\$35,298	\$38,013	\$40,934	\$44,094	\$48,663	\$52,412	\$56,434

Wage Table - SEIU, 1199 Full Time Employees - Tier 2
Effective January 1, 2021
(Applies to all employees hired on or after October 27, 2011)

	<u>Grade</u>								
<u>Step</u>	02	03	04	05	06	07	08	09	10
100	\$39,748	\$41,753	\$44,976	\$48,426	\$52,156	\$56,163	\$61,992	\$66,764	\$71,892
90	\$38,773	\$40,739	\$43,872	\$47,250	\$50,883	\$54,788	\$60,483	\$65,130	\$70,141
80	\$37,832	\$39,748	\$42,808	\$46,094	\$49,636	\$53,460	\$59,006	\$63,542	\$68,424
70	\$36,902	\$38,773	\$41,753	\$44,976	\$48,426	\$52,156	\$57,563	\$61,992	\$66,764
60	\$36,004	\$37,832	\$40,739	\$43,872	\$47,250	\$50,883	\$56,163	\$60,483	\$65,130
50	\$35,130	\$36,902	\$39,748	\$42,808	\$46,094	\$49,636	\$54,788	\$59,006	\$63,542
40	\$34,274	\$36,004	\$38,773	\$41,753	\$44,976	\$48,426	\$53,460	\$57,563	\$61,992
30	\$33,440	\$35,130	\$37,832	\$40,739	\$43,872	\$47,250	\$52,156	\$56,163	\$60,483
20	\$32,619	\$34,274	\$36,902	\$39,748	\$42,808	\$46,094	\$50,883	\$54,788	\$59,006
10	\$31,834	\$33,440	\$36,004	\$38,773	\$41,753	\$44,976	\$49,636	\$53,460	\$57,563

Wage Table - SEIU, 1199 Full Time Employees - Tier 2
Effective January 1, 2022
(Applies to all employees hired on or after October 27, 2011)

	<u>Grade</u>								
<u>Step</u>	02	03	04	05	06	07	08	09	10
100	\$40,145	\$42,171	\$45,426	\$48,910	\$52,678	\$56,725	\$62,612	\$67,432	\$72,611
90	\$39,161	\$41,146	\$44,311	\$47,723	\$51,392	\$55,336	\$61,088	\$65,781	\$70,842
80	\$38,210	\$40,145	\$43,236	\$46,555	\$50,132	\$53,995	\$59,596	\$64,177	\$69,108
70	\$37,271	\$39,161	\$42,171	\$45,426	\$48,910	\$52,678	\$58,139	\$62,612	\$67,432
60	\$36,364	\$38,210	\$41,146	\$44,311	\$47,723	\$51,392	\$56,725	\$61,088	\$65,781
50	\$35,481	\$37,271	\$40,145	\$43,236	\$46,555	\$50,132	\$55,336	\$59,596	\$64,177
40	\$34,617	\$36,364	\$39,161	\$42,171	\$45,426	\$48,910	\$53,995	\$58,139	\$62,612
30	\$33,774	\$35,481	\$38,210	\$41,146	\$44,311	\$47,723	\$52,678	\$56,725	\$61,088
20	\$32,945	\$34,617	\$37,271	\$40,145	\$43,236	\$46,555	\$51,392	\$55,336	\$59,596
10	\$32,152	\$33,774	\$36,364	\$39,161	\$42,171	\$45,426	\$50,132	\$53,995	\$58,139

APPENDIX G

**CUYAHOGA COMMUNITY COLLEGE / 1199 BARGAINING UNIT
TIER ONE FULL TIME DISPATCHER POSITION SALARY SCHEDULE**

**Wage Table - SEIU, 1199
Dispatchers - Full Time - Tier 1
Effective January 1, 2020**

**Wage Table – SEIU, 1199
Dispatchers – Full Time – Tier 1
Effective January 1, 2021**

Step	Grade		
	04	05	07
90	\$54,539	\$58,730	\$68,108
85	\$53,209	\$57,294	\$66,450
80	\$51,908	\$55,905	\$64,827
75	\$50,639	\$54,540	\$63,252
70	\$49,412	\$53,210	\$61,706
65	\$48,206	\$51,907	\$60,195
60	\$47,033	\$50,641	\$58,732
55	\$45,882	\$49,412	\$57,295
50	\$44,764	\$48,206	\$55,905
45	\$43,663	\$47,033	\$54,541
40	\$42,602	\$45,882	\$53,210
35	\$41,565	\$44,765	\$51,908
30	\$40,548	\$43,663	\$50,643
25	\$39,563	\$42,602	\$49,413
20	\$38,593	\$41,565	\$48,205
15	\$37,654	\$40,548	\$47,034
10	\$36,737	\$39,564	\$45,882

Step	Grade		
	04	05	07
90	\$55,630	\$59,905	\$69,470
85	\$54,273	\$58,440	\$67,779
80	\$52,946	\$57,023	\$66,124
75	\$51,652	\$55,631	\$64,517
70	\$50,400	\$54,274	\$62,940
65	\$49,170	\$52,945	\$61,399
60	\$47,974	\$51,654	\$59,907
55	\$46,800	\$50,400	\$58,441
50	\$45,659	\$49,170	\$57,023
45	\$44,536	\$47,974	\$55,632
40	\$43,454	\$46,800	\$54,274
35	\$42,396	\$45,660	\$52,946
30	\$41,359	\$44,536	\$51,656
25	\$40,354	\$43,454	\$50,401
20	\$39,365	\$42,396	\$49,169
15	\$38,407	\$41,359	\$47,975
10	\$37,472	\$40,355	\$46,800

**Wage Table - SEIU, 1199
Dispatchers - Full Time - Tier 1
Effective January 1, 2022**

<u>Step</u>	<u>Grade</u>		
	04	05	07
90	\$56,186	\$60,504	\$70,165
85	\$54,816	\$59,024	\$68,457
80	\$53,475	\$57,593	\$66,785
75	\$52,169	\$56,187	\$65,162
70	\$50,904	\$54,817	\$63,569
65	\$49,662	\$53,474	\$62,013
60	\$48,454	\$52,171	\$60,506
55	\$47,268	\$50,904	\$59,025
50	\$46,116	\$49,662	\$57,593
45	\$44,981	\$48,454	\$56,188
40	\$43,889	\$47,268	\$54,817
35	\$42,820	\$46,117	\$53,475
30	\$41,773	\$44,981	\$52,173
25	\$40,758	\$43,889	\$50,905
20	\$39,759	\$42,820	\$49,661
15	\$38,791	\$41,773	\$48,455
10	\$37,847	\$40,759	\$47,268

APPENDIX H

CUYAHOGA COMMUNITY COLLEGE / 1199 BARGAINING UNIT
TIER TWO FULL TIME DISPATCHER SALARY SCHEDULE

Wage Table - SEIU, 1199
Dispatchers - Full Time - Tier 2
Effective January 1, 2020
(Applies to all employees hired on or after
October 27, 2011)

Wage Table – SEIU, 1199
Dispatchers – Full Time – Tier 2
Effective January 1, 2021
(Applies to all employees hired on or
after October 27, 2011)

<u>Step</u>	<u>Grade</u>			<u>Step</u>	<u>Grade</u>		
	04	05	07		04	05	07
100	\$47,033	\$50,641	\$58,732	100	\$47,974	\$51,654	\$59,907
90	\$45,882	\$49,412	\$57,295	90	\$46,800	\$50,400	\$58,441
80	\$44,764	\$48,206	\$55,905	80	\$45,659	\$49,170	\$57,023
70	\$43,663	\$47,033	\$54,541	70	\$44,536	\$47,974	\$55,632
60	\$42,602	\$45,882	\$53,210	60	\$43,454	\$46,800	\$54,274
50	\$41,565	\$44,765	\$51,908	50	\$42,396	\$45,660	\$52,946
40	\$40,548	\$43,663	\$50,643	40	\$41,359	\$44,536	\$51,656
30	\$39,563	\$42,602	\$49,413	30	\$40,354	\$43,454	\$50,401
20	\$38,593	\$41,565	\$48,205	20	\$39,365	\$42,396	\$49,169
10	\$37,654	\$40,548	\$47,034	10	\$38,407	\$41,359	\$47,975

Wage Table - SEIU, 1199
Dispatchers - Full Time - Tier 2
Effective January 1, 2022
(Applies to all employees hired on or after October 27, 2011)

<u>Step</u>	<u>Grade</u>		
	04	05	07
100	\$48,454	\$52,171	\$60,506
90	\$47,268	\$50,904	\$59,025
80	\$46,116	\$49,662	\$57,593
70	\$44,981	\$48,454	\$56,188
60	\$43,889	\$47,268	\$54,817
50	\$42,820	\$46,117	\$53,475
40	\$41,773	\$44,981	\$52,173
30	\$40,758	\$43,889	\$50,905
20	\$39,759	\$42,820	\$49,661
10	\$38,791	\$41,773	\$48,455

APPENDIX I
HEALTH CARE – ELECTIVES PROGRAM

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
Plan Year	1/1 – 12/31	1/1 – 12/31	1/1 – 12/31
Deductible (Individual/Family)	None	\$250/\$500	\$500/1,000
Coinsurance	None	90%/10% ²	70%/30% (subject to deductible)
Max out-of-pocket (Individual/Family)	Not applicable	\$2,000/\$4,000 ³	\$3,000/\$6,000 (includes deductible)
Lifetime Max	Unlimited	Unlimited	Unlimited
Inpatient Hospital			
• S/P Room & Board ¹	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Medications	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Radiation & Chemo	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Hemodialysis	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Internal Prosthetics	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Physician Services	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Surgeon's Services	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Operating & Recovery Room ¹	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Rehab Therapy	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
Outpatient Charges			
• Facility	\$20 copay	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Surgeon's Services	\$20 copay	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Treatments like radiation and chemo.	\$20 copay	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Prof. Fees (Anesthesia, co-surgeons, Interpretations)	\$20 copay	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• X-ray & Lab Services	No charge	100% in doctor's office or dedicated facility in hospital or outpatient surgical facility	Deductible and 70%/30% of R&C
Second Surgical Opinion	\$20 copay	\$20 PCP/\$40 specialist copay	Deductible and 70%/30% of R&C
Emergency Care			
• Doctor's Office	• \$20 copay	• \$20 PCP/\$40 specialist copay	• Deductible and 70%/30% of R&C
• Hospital	• \$75 copay	• Deductible and 90%/10%	• Deductible and 90%/10%
• Urgent Care Facility	• \$35 copay	• \$20 PCP/\$40 specialist copay	• Deductible and 70%/30% of R&C
• Ambulance	• \$50 Per Trip	• Deductible and 90%/10%	• Deductible and 90%/10%
Specialty Services			
• Home Healthcare	No Charge	Deductible and 90%/10% 40 visits per plan year combined in and out of network.	Deductible and 70%/30% of R&C; 40 visits per plan year combined in and out of network.
• Skilled nursing, Extended Care	No charge; 100 days/calendar year when arranged by a Plan physician	Deductible and 90%/10% 60 days max per plan year combined in and out of network	Deductible and 70%/30% of R&C; 60 days max per plan year combined in and out of network
• Hospice	No charge	Deductible and 90%/10% 60 days max per plan year combined in and out of network	Deductible and 70%/30% of R&C; 60 days max per plan year combined in and out of network

¹ Inpatient hospital benefits for Medical Mutual Professional are 90%/10% after deductible for in-network and out-of-network.

² Subject to deductible

³ Includes deductible

APPENDIX I
HEALTH CARE – ELECTIVES PROGRAM
(Continued)

Service Provided	HMO	PPO	
		IN NETWORK	OUT OF NETWORK
• Vasectomy	\$20 copay	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Tubal Ligation	No Charge 30% of Total Charges (See "B" Below)	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Infertility Service		For testing & diagnosis only	For testing & diagnosis only
• Office Visit		\$20 PCP/\$40 specialist copay	Deductible and 70%/30% of R&C
• Surgery		Deductible and 90%/10%	Deductible and 70%/30% of R&C
Medical Supplies & Equipment			
• Durable Medical Equipment	No Charge	No Charge ²	Deductible and 70%/30% of R&C
• External Prosthetics	No Charge	No Charge ²	Deductible and 70%/30% of R&C
Mental Health			
• Inpatient	No Charge	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Outpatient	\$20 copay	\$20 copay	Deductible and 70%/30% of R&C
• Group Therapy	\$20 copay	\$20 copay	Deductible and 70%/30% of R&C
Substance Abuse			
• Inpatient	No Charge– General Hospital No charge for one detoxification admission per year in a specialized facility.	Deductible and 90%/10%	Deductible and 70%/30% of R&C
• Outpatient	\$20 copay	\$20 copay	Deductible and 70%/30% of R&C
Primary Care Services			
• Allergy Treatment	\$0 copay	\$0 copay	Not covered
• Preventative exam	No charge	100%	Deductible and 70%/30% of R&C
• Immunizations/ Injections	\$0 copay	\$0 copay	Not covered
• Well Child Care	\$20 copay	\$20 PCP/\$40 specialist copay	Deductible and 70%/30% of R&C if due to illness or injury
• Office Visit (Illness or Injury)	No charge	\$20 PCP/\$40 specialist copay	Deductible and 70%/30% of R&C

¹ Inpatient hospital benefits for Medical Mutual Professional plan are 90%/10% after deductible for in-network & out-of-network

² Subject to deductible

³ Includes deductible

APPENDIX I
HEALTH CARE – ELECTIVES PROGRAM
(Continued)

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

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

APPENDIX I
HEALTH CARE – ELECTIVES PROGRAM
(Continued)

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

Acute Prescription

Retail Card Plan In-Network

20% Copay

- Minimum of \$20 for Non-Preferred Brand
- Minimum of \$10 for Preferred Brand
- Minimum of \$5 for Generic
- Mandatory Generic Provision
- No claim forms to file
- No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

Out-of-Network

- 50% reimbursement of covered expenses
- Must file a claim form with prescription plan for reimbursement
- No reimbursement from Medical Plan; reimbursement only from FSA account, if elected

Maintenance Prescriptions

Mail Order

Copay for 90 day supply:

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

APPENDIX I
HEALTH CARE – ELECTIVES PROGRAM
(Continued)

Mandatory Generic Provision

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

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

- A. Implement Specialty Guideline Management (SGM) program. The SGM Program coordinates, between and among physicians, pharmacists and patients, the evaluation of appropriate drug therapies for specialty medications. The Program is designed to ensure patient safety, efficacy and optimal therapeutic benefit and enables optimization of the most cost effective use of specialty medications.
- B. Walgreens shall be removed from the Caremark plan.
- C. The following cost control programs offered by the Pharmacy Benefits Manager shall be implemented:
 - 1. Cosmetic products will no longer be covered.
 - 2. Erectile dysfunction medications will be covered in the following specific quantities: no more than 6 pills every 30 days and no more than 18 pills every 90 days.
 - 3. Acne medications will be covered only for patients age 25 or younger.
 - 4. Diet medications will be subject to coverage with appropriate physician prescriptions and prior authorization by the carrier.
 - 5. Influenza medications will be covered without prior authorization once every six months. Great frequency of doses will require prior authorization.
 - 6. Maximum dosage limits will be implemented for migraine medications in accordance with American Neurological Association and manufacturers' prescribing guidelines.

APPENDIX J

GOVERNANCE

I. PURPOSE

The special competence and special interests of each constituency in contributing to governance are recognized and provided for in the structure and processes of the system, with the understanding that specific constituency interests are subordinated to common, single college interests.

The essence of participatory governance is the collective action of governance committees in gathering relevant information, deliberating issues in the light of the information, and reaching reasoned recommendations.

Participatory governance requires the engagement of all constituent groups. It also excludes specific matters covered in contracts with bargaining agents of classes of employees. While the system is included by reference in such contracts, it should exist independently of these contracts. No particular contract should include governance procedures that are specific to any single constituent body.

Committees of governance function in an environment of mutual respect, good faith and commitment to the common interests of the single college. Through the president, they advise the administration which remains responsible and accountable for implementation. Committee development and focus will fluctuate based on a consensus of the current college needs to be addressed.

II. THE GOVERNANCE SYSTEM

A. General Structure

1. Board of Trustees

The governance system recognizes the role and authority of the Board of Trustees to prescribe rules or policies regarding the effective management of the college, which policies shall guide the president of the college, who is responsible for establishing the regulations and procedures to carry out such policies. Recommendations for components for Board policy are sent to one of the three standing committees of the Board through the Office of the President. The Board standing committees – Academic and Student Affairs, Management, and Community Affairs – recommend policy actions to the full Board whose ratification is mandatory before college policy is adopted.

APPENDIX J
GOVERNANCE
(Continued)

2. Office of the President

The governance system recognizes the role and authority of the president of the college as being the chief executive officer of Cuyahoga Community College and directly responsible to the Board of Trustees for the educational leadership and efficient management of the college's human, physical and fiscal resources. The president's chief executive role includes:

- a. Representation of, and primary spokesman for, the college to various external organizations and agencies whose activities directly or indirectly affect the welfare of the college. Among these are federal, state and local government, national and regional educational associations, other higher education institutions, and various community associations.
- b. Articulation of education philosophy for the college within which its educational objectives are developed and implemented.
- c. Formulation of strategic long and short-range plans for the college.
- d. Provision of direction and guidance to the college's major operating units and to the individuals who report to the Office of the President.
- e. Maintenance of the climate in the college conducive to productive learning and effective teaching.

3. Constituent Groups

- a. AAUP
- b. Administration
- c. AFSCME
- d. Joint Faculty Senate Council
- e. Joint Student Council
- f. 1199/SEIU
- g. Professional/Technical
- h. TS & CE

APPENDIX J
GOVERNANCE
(Continued)

B. Committees of Governance

“Committees of Governance” includes the full committees outlined below and any *ad hoc* or subcommittees established by the full committees.

1. Committee on Curriculum and Degree Requirements Purpose

- a. To review and recommend new academic programs and additions and deletions to existing programs;
- b. To recommend new courses and changes in course numbers, titles, descriptions, credit hours, and prerequisites;
- c. To review and recommend new academic programs and additions and deletions to existing programs;
- d. To participate in a review of all courses in the college’s master file and recommend to each affected academic division courses that should be considered for possible elimination from the course master file because of duplication with similar courses or because they are seldom offered; and
- e. To establish appropriate subcommittees and/or other working groups to accommodate these operational tasks.

Membership:	This Committee shall have
Faculty:	17 members. Three from each campus. Faculty chairs the committee and serves as secretary
Administration:	Four
Staff:	One from TS & CE and 1199 combined
P/T:	One
JSC:	One
Administrative Officer:	designated Academic Dean

2. Committee on Enrollment Management Purpose

This Committee will review and recommend plans and policies designed to strengthen enrollment at the college. Recruitment and retention issues and processes will be included in its review. Program development and service delivery issues will also be included.

APPENDIX J
GOVERNANCE
(Continued)

Membership Faculty:	Three
Administration:	Three, including one from student services
Staff:	One each from 1199, AFSCME, TS & CE
P/T:	One
JSC:	Three, one from each campus
Administrative Officer:	Assistant VP, Academic and Student Affairs or AVP, Telecommunications and Planning Outreach.

3. Committee on Technology Purpose

This Committee will review and recommend policies and procedures related to the deployment of administrative and academic technology. It will review the College's plans for such deployment and advise on improvements.

Membership Faculty:	Three faculty
Administration:	One from A/SA, one from HR/BFS
Staff:	One each from 1199, AFSCME, and TS & CE
P/T:	Two
JSC:	One
Administrative Officer:	Assistant VP, OSCS

4. Committee on Planning and Institutional Effectiveness Purpose

The Committee will review and recommend policies and procedures related to assessing the quality of the college's programs and services.

Function

This Committee will conduct its business through two sub-committees consisting of members of the parent Committee.

- a. Sub-Committee on Learning and Student Success
- b. Sub-Committee on Communications and Organizational Effectiveness

APPENDIX J
GOVERNANCE
(Continued)

Membership Faculty:	Three
Administration:	Three
Staff:	One each from 1199, AFSCME, and TS & CE
P/T:	One
JSC:	One
Administrative Officer:	Director, Planning and Evaluation or Internal Auditor

5. Committee on Human Resources and Policy Purpose

Purpose

The Committee will review and recommend policies and procedures related to rights and responsibilities, affirmative action, and due process.

Function

This Committee may conduct its business through three sub-committees consisting of members of the parent Committee, each sub-committee addressing one of the topics cited above.

Membership Faculty:	Three
Administration:	Three
Staff:	One each from 1199, AFSCME, and TS & CE
P/T:	One
JSC:	One
Administrative Officer:	Vice President of Human Resources

6. Committee on Governance Monitoring Purpose

The Committee shall monitor and evaluate the effectiveness of the operations of the College-wide Governance System and make recommendations, as needed, with respect to the improvement thereof. Its recommendations shall be forwarded to the Executive Vice President for Academic and Student Affairs, the elected leadership of each constituency group, and the members of the College Forum.

Function

This Committee may conduct its business through sub-committees as deemed appropriate by the majority of the Parent Committee.

APPENDIX J
GOVERNANCE
(Continued)

Membership Faculty:	Three
Administration:	Three
Staff:	One each from 1199, AFSCME, and TS & CE
P/T:	One
JSC:	One
Administrative Officer:	Executive Vice President, Academic and Student Affairs

7. Safety Committee

Purpose

The Committee will review and recommend policies and procedures related to College safety issues that have an impact on the College's campuses. Each Campus will have an active Safety Committee consisting of all constituency groups (e.g. AFSCME, SEIU District 1199, AAUP, etc.) to work on and communicate safety issues on their Campus. A College-wide Campus Safety Committee will be drawn, where feasible, from members of the four Campus Safety Committees. The College-wide Safety Committee may conduct its business through four sub-committees, each sub-committee addressing the safety issues on their specific Campus.

Membership Faculty:	One from each campus
Administration:	Three including representatives from Public Safety and Security, and Plant Operations.
Staff:	One each from SEIU District 1199, AFSCME, and TS & CE
P/T:	One
JSC:	One
Administrative Officer:	Executive Director, Business Continuity

APPENDIX J
GOVERNANCE
(Continued)

C. General Functioning of the Governance System

1. Each Committee will elect its own Chair and Secretary and will function as a committee for two years.
2. Committees shall receive their charges for the year from the college president. Committees may also develop their own charges, subject to the approval of the president. Committees may receive special charges from the president related to particular issues that need immediate and timely attention.
3. Annual charges shall be received by committees by the end of the first week of September each year.
4. Recommendations may be made to the president at any time.
5. Committees shall receive responses to recommendations within three weeks of receipt. Responses can include acceptance, modification, request for further analysis or clarity, or denial. Committees shall receive reasons for each response.
6. Committees shall complete their work in a timely fashion. On occasion, the president may request special attention to particular issues that need immediate action by certain deadlines. Committees will adjust their work to meet such priorities.
7. All committee reports will be made to the president of the college.
8. Committees shall receive timely notification of the enactment of new policies and procedures resulting from their work. This shall be received within two weeks of the posting of the new policy or procedure.
9. Each Committee will present an annual report of activities to the president by the end of the second week of May each year.

APPENDIX J
GOVERNANCE
(Continued)

10. A maximum of 69 ESU's per academic year will be available to compensate faculty members who participate on governance committees, to be apportioned as agreed on by the College and CCC-AAUP.

III. IMPROVEMENTS

Improvements to the system will adapt the governance advisory committees so that they address the issues of current importance of the college and engage the special competencies of each constituent group fully and appropriately in all areas.

Improvements will continue to assure constituent engagement in an advisory capacity with the development of and continual improvement to policies and procedures affecting the implementation of the college's mission.

APPENDIX K
DISPATCHER UNIFORM LIST

List of initial items distributed to full time Dispatchers:

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

SIDE LETTER OF AGREEMENT – SL-1
VACATIONS (TEN-MONTH EMPLOYEES)

This Side Letter is intended to memorialize language found in the January 1, 2014 to December 31, 2016 Labor Agreement under Section 9.1.5. which affords “ten-month” employees certain vacation and benefit rights. Expressly written, those rights provide “*Ten-month employees will receive earned, but unused, vacation pay during the summer break hiatus. The College will continue to pay its share of their health insurance benefits during such period, provided the employee pays his/her share*”.

Whereas the Parties jointly acknowledge there were no employees within the bargaining unit who were classified as “ten-month” employees at the time this Agreement was effectuated, it is the Union’s desire to retain these rights in the event the College would at some future date again use the “ten-month” employee classification.

Therefore, the Parties agree to remove Section 9.1.5. from the January 1, 2017 to December 31, 2019 Labor Agreement with the caveat that should the College again use the “ten-month” classification then this Side Letter of Agreement shall be cause for all terms and conditions previously articulated in 9.1.5. to remain in full force and effect for employees so classified.

SIDE LETTER OF AGREEMENT – SL-2
ARTICLE 19 LAYOFF – BUMPING – RECALL

Section 19.8 – Informational Meeting
Continuing Improvement Process

This Side Letter of Agreement has been prepared between the Parties for the purpose of meeting and conferring over unanticipated issues which may emerge in relation to the utilization and treatment of the *Informational Meeting*, found under Section 19.8.

Section 19.8 adds language providing for a process to familiarize the recalled/reinstated/bumping employee with the job, needed qualifications/essential functions, training and educational support, start date, and answers to questions which pave the way for the employee to be successful and productive in their new position.

Yet with the inclusion of this new language there may be differences in its interpretation and utilization.

Therefore, it is the intention of both Parties that this Side Letter of Agreement represents a means to reconcile differences and fine-tune the interpretation and application of Section 19.8, as a result of its initial inclusion in the 2011-2013 Agreement.

SIDE LETTER OF AGREEMENT – SL-3
TAX SHELTERED ANNUITY

The College agrees to provide information on a periodic basis through work email and/or mailings regarding an employee's ability to complete a salary reduction agreement for a pay period in which annual lump sum payment(s) (i.e. top of pay grade, milestone recognition) are provided.

Additionally, the notification correspondence to separating employees will advise employees regarding the ability to complete a salary reduction agreement for a final payment.

SIDE LETTER OF AGREEMENT – SL-4
PERFORMANCE EVALUATION

During the course of the collective bargaining process the College and the Tri-C Full-Time District 1199, SEIU have agreed to establish a task force consisting of three (3) representatives from the SEIU and three (3) administrators. At least two (2) members from each side will come from the negotiating teams. This task force will be charged with reviewing the performance evaluation form and process and making a recommendation to the negotiating team for implementation during the life of the contract.

The task force is charged with developing a new evaluation form and process.

The recommendations of the task force must be approved by the negotiating teams. Once approved, the negotiating teams will finalize the recommendations for implementation during the life of the contract. If the negotiating teams are unable to come to mutual agreement on a new form and process, the current form and process will continue to be used.

As a reference, the task force will be provided with a copy of the teams' mutual interests and suggested options.

SIDE LETTER OF AGREEMENT – SL-5
LACTATION ROOMS

The College and SEIU District 1199 are committed to ensuring that lactation rooms are available to employees in accordance with the federal law. For those reasons, the College agrees to work to ensure that lactation rooms are accessible, private, and clean.

SIDE LETTER OF AGREEMENT – SL-6
ALTERNATIVE RETIREMENT PLAN VESTING

The parties agree that the following employees that have elected to participate in the Alternative Retirement Plan shall continue to be vested one hundred percent (100%) in Employer contributions after one (1) year of service.

Aaron Booher	Joseph Febus	Robert Mattaline
Amy Chan	Astrid Jobe	HerBrina Shepherd

In addition, any eligible employees opting into the ARP between January 1, 2020, and December 31, 2020, shall be vested at one hundred percent (100%) after one (1) year of service.

SIDE AGREEMENT
LUMP SUM PAYMENT

The parties agree that a one-time lump sum payment in the amount of seven hundred fifty dollars (\$750.00) shall be paid to each member of the bargaining unit no later than thirty (30) days after ratification of the agreement by the Union and approval by the College Board of Trustees. Said payment shall be made to all bargaining unit members employed by the College at the time of the payment.

**SEIU DISTRICT 1199
MEMBERSHIP FORM**



SEIU District 1199 WV/KY/OH

The Healthcare & Social Service Union, CTW, CLC
1395 Dublin Road, Columbus, Ohio 43215

MEMBERSHIP FORM

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ City County State ZIP Code

Home Phone: _____ Personal Email: _____

Hire Date: _____ Cell Phone*: _____ Gender: _____

Name of Employer: _____ Worksite: _____

Do you work Full Time or Part Time? FT PT PRN
 Job Title: _____

I hereby accept membership in SEIU/District 1199 WV/KY/OH, CTW, the Healthcare and Social Service Union, and designate said union to act for me as a collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and By Laws of SEIU/District 1199 WV/KY/OH, CTW, the Healthcare and Social Service Union. *By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

Signature: _____ Date: _____

CHECK-OFF AUTHORIZATION

Name of Employer: _____ Date: _____

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as established by SEIU/District 1199 WV/KY/OH, CTW, and in addition thereto, to deduct an amount equal to regular dues from my wages or salary; and to remit all such deductions so made to SEIU/District 1199 WV/KY/OH, CTW, no later than the tenth day of each month immediately following the date of deduction or as otherwise provided in the collective bargaining agreement for such remittances. This authorization shall be irrevocable irrespective of my membership in the union for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and shall, however, irrevocably renew itself under the same terms from year to year unless I give written notice of revocation addressed to SEIU/District 1199 WV/KY/OH, CTW, 1395 Dublin Road, Columbus, Ohio 43215, during the fifteen (15) days prior to the applicable anniversary date of this authorization or during the fifteen (15) days prior to the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

Contributions or gifts to SEIU District 1199 are not tax deductible as charitable contributions. However, they may be tax deductions as ordinary and necessary business expenses.

Printed Name: _____ Signature: _____

**HELPING WORKING FAMILIES GAIN A STRONGER VOICE
Contribute to the SEIU Committee on Political Education (COPE)**



I am volunteering to contribute to the SEIU Committee on Political Education (COPE) to help make elected officials stand up for working people. I authorize my local union to file this voluntary deduction of \$5, \$10 or \$15 per pay period with my employer and for my employer to forward that amount specified to SEIU COPE.

Full Name: _____ Name of Employer: _____

Signature: _____ Date: _____

Contributions to or gifts SEIU District 1199 COPE are not tax deductible as charitable contributions. I understand that: 1) I am not required to sign this form to make COPE contributions as a condition of my employment by my employer or membership in the union; 2) I may refuse to contribute without any reprisal; 3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; 4) The amount on this form is merely a suggestion, and I may contribute another amount by this or some other means without fear of favor or disadvantage from the union or my employer; 5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections. This authorization shall remain in effect until revoked in writing by me submitted to the union.