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20-MED-04-0527
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AGREEMENT

BETWEEN

**Cuyahoga
Community
College**



CUYAHOGA COMMUNITY COLLEGE

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU) DISTRICT 1199, WV/KY/OH,
THE HEALTH CARE AND SOCIAL UNION,
CHANGE TO WIN (CTW), CANADIAN LABOR COUNCIL
(CLC)**

(PART-TIME EMPLOYEE UNIT)

SERB CASE# 2020-MED-P4-0527

**EFFECTIVE JULY 1, 2020
THROUGH
JUNE 30, 2023**

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ARTICLE 1
PURPOSE

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

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

ARTICLE 2
RECOGNITION

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

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

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

2.2.2. **All Supervisory Employees.** A “supervisor” means any individual who has authority, in the interest of Cuyahoga Community College, to hire, transfer, suspend, layoff,

recall, promote, discharge, assign, reward, or discipline other employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

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

2.2.4. All Professional Employees. A “Professional Employee” means:

- a. any employee engaged in work: (a) predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (b) involving the consistent exercise of discretion and judgment in its performance; (c) of such a character that the output, procedure, or the result cannot be standardized in relation to a given period of time; (d) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or
- b. any employee who (a) has completed the courses of specialized intellectual instruction and study described in paragraph 2.2.4 (a) above and who is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph 2.2.4 (a).

- 2.2.5. All Restricted Fund Employees. A “Restricted Fund Employee” means any individual whose terms and conditions of employment with the College are restricted to purposes specified by grants, contracts, or other similar agreements with governmental agencies (federal, state, or local), foundations, corporations, or individuals donating resources to the College. However, individuals who work pursuant to grants, contracts, or other similar agreements with governmental agencies (federal, state, or local), will be included within the bargaining unit if the grant, contract, or similar agreement, or government regulation governing such, expressly and specifically entitles such individuals to the same collective bargaining benefits, including collective bargaining coverage, as other employees within the bargaining unit performing similar work unless excluded on other grounds consistent with this Article.
- 2.2.6. All part-time support staff employees in the classification of tutor.
- 2.2.7. All who at the time of their hire are regularly scheduled to work less than ten (10) hours per week.
- 2.2.8. All student assistants and College work study employees.
- 2.2.9. All casual and seasonal employees as defined by the State Employment Relations Board.
- 2.2.10. All students as defined by the State Employment Relations Board.
- 2.2.11. All part-time faculty members as defined by the State Employment Relations Board.
- 2.2.12. All employees covered by other collective bargaining agreements to which the College is a party.
- 2.2.13. All temporary employees defined as those hired by the College through temporary employment agencies.

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

ARTICLE 3
CHECKOFF

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

Section 3.2. 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 on the Checkoff Card.

Section 3.3. Upon receipt from the Union of a lawful written, voice, or electronic authorization, authorized 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 a spreadsheet format of the members of the bargaining unit paying such dues by payroll deduction, their job title, employee identification number, work email address, rate of pay, shift differential, department, campus, date of hire, adjusted date of hire, gender and status. The College will also provide a list of SEIU part-time employees that have been terminated, or retired, 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 furnish the name, title, and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the College.

Section 3.5. 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 3.6. 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 a Union New Member Packet provided by the Union, will be distributed to each bargaining unit member at the new employee orientation.

- 3.6.1 The College shall provide one-half (1/2) hour of 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 new employee orientation. If the Union member is scheduled to work during the time for the meeting, the Union member shall not lose pay for attending the meeting.

ARTICLE 4
STATEMENT OF MANAGEMENT RIGHTS AND
RESPONSIBILITIES

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

- 4.1.1. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;
- 4.1.2. To hire, promote, supervise, discipline, suspend, discharge, demote, lay off, transfer permanently or temporarily among College sites or between his/her jobs, assign and schedule employees;

- 4.1.3. To determine the size and composition of the work force, to subcontract work, and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines that the continuation of such work is unnecessary.
- 4.1.4. To determine location of campuses, satellites, and other facilities and equipment of the College;
- 4.1.5. To determine the financial policies and procedures of the College including the exclusive right to allocate and expend all funds of the College;
- 4.1.6. To determine position qualifications consistent with the needs of the job, recruit, and appoint employees;
- 4.1.7. To establish, define, modify, and abolish job classifications;
- 4.1.8. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

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

ARTICLE 5 **UNION REPRESENTATION**

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

- 5.1.1. District / Metropolitan Campus / Hospitality Management Center / Jerry Sue Thornton Center / UTC:
Four (4) Delegates

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

5.1.3. Western Campus / Brunswick:
Two (2) Delegates

5.1.4. Westshore Campus / Corporate College West:
One (1) Delegate

Section 5.2. When possible, each Delegate shall represent only the employees in his or her location as designated above. This right shall not be abused, and if abused, shall be withdrawn from the individual abusing the privilege. The Executive Board Member and the three (3) Chief Delegates will be the last to be laid off within their respective classifications. The Union shall identify the Executive Board Member and Chief Delegates to the Director of Employee and Labor Relations by October 1 of each contract year.

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

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

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

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

Section 5.7. **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 the terms of office. If employees entitled to super seniority (Executive Board Leader, Executive Board Member, and 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 5.8. **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:

- 5.8.1 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;
- 5.8.2 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
- 5.8.3 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 5.8.1 and 5.8.2, 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. The standard College work week commences at 12:01 a.m. Monday and ends at midnight the following Sunday. This paragraph is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours per day or per week. Overtime shall not be paid more than once for the same hours worked. The College retains the right to implement changes in the regular hours of work, the regular starting time, and the regular quitting time of any employee. However, the College shall give at least seven (7) calendar days' notice of such changes.

Section 6.2. Employees who are scheduled and actually work four (4) or more hours in one day are entitled to a fifteen (15) minute break for every four (4) hours of work. Employees who are scheduled and actually work

six (6) or more hours in one day shall be entitled to an unpaid lunch break of at least one-half hour. Breaks and lunch breaks are to be scheduled by an employee's immediate supervisor.

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

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

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

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

ARTICLE 7 **WAGES**

Section 7.1. Wage rates shall remain as set forth in Appendix A-1 through July 1, 2021.

Section 7.2. Effective July 1, 2021, 1% across-the-board wage increases to all members of the bargaining unit. Wage rates are set forth in Appendix A-2.

Section 7.3. Effective July 1, 2022, 2% across-the-board wage increases to all members of the bargaining unit. Wage Rates are set forth in Appendix A-3.

Section 7.4. No step increases shall be given in 2020. Effective July 1, 2021, and each year thereafter of this agreement, employees who have completed two (2) years of service with the College as of July 1 of that year

shall be provided with an additional 2.5% step increase. An employee shall not be entitled to additional step increases until he completes four (4) years of service with the College, but shall receive annual 2.5% step increases thereafter until he reaches the maximum for his pay grade.

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

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

- 7.6.1. If the move is two (2) grades or less, the employee will be paid at the first step in the new grade, which gives the employee a five percent (5%) increase.
- 7.6.2. If the move is three (3) grades, the employee will be paid at the first step, which gives the employee at least a seven and one-half percent (7.5%) 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 four (4) grades or more, the employee will be paid at the first step, which gives the employee at least a ten percent (10%) increase, or at the lowest rate of the new position if the lowest rate is more than ten percent (10%) above the employee's current salary.

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

ARTICLE 8 **VACATION PAY**

Section 8.1. Effective July 1, 2004, part-time employees shall receive vacation pay under the following conditions: (a) if they actually worked at least five hundred (500) hours in the previous fiscal year; or (b) if newly hired after the start of the current fiscal year or in their first full fiscal year of employment, their positions are designated as ten (10) hours or more per

week. Those employees who meet either of these conditions will receive credit for vacation time in accordance with the following table. Vacation is not taken as paid time off, but is made in a lump sum payment to the employee at the end of each fiscal year.

Section 8.2. Seniority Rate of Accrual

Up to 6 years	3.125 hours of vacation pay for each 80 hours of compensation
6 years	3.75 hours of vacation pay for each 80 hours of compensation
7 years	4.06 hours of vacation pay for each 80 hours of compensation
8 years	4.685 hours of vacation pay for each 80 hours of compensation
15 years or more	6.25 hours of vacation pay for each 80 hours of compensation

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

ARTICLE 9
HOLIDAY PAY

Section 9.1. Part-time employees with a date of hire as of July 1, 2016, or thereafter shall be ineligible for holiday pay under this article.

Section 9.2. Effective July 1, 2004, part-time employees shall receive holiday pay under the following conditions: (a) if they actually worked at least five hundred (500) hours in the previous fiscal year; or (b) if newly hired after the start of the current fiscal year or in their first full fiscal year of employment, their positions are designated as ten (10) hours or more per week. An employee’s eligibility for the holiday benefit in subsequent fiscal years will be determined solely by whether they worked at least five hundred (500) hours in the previous fiscal year.

Section 9.3. Eligible employees are entitled to receive four (4) hours of holiday pay if they work any hours during the bi-weekly pay period in which one (1) of the following holidays fall:

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

Section 9.4. An employee who is required to work on a holiday will be paid for both the holiday and the actual hours worked.

Section 9.5. Holiday pay shall be based upon an employee’s regular rate of pay.

ARTICLE 10
LIFE INSURANCE

Section 10.1. The College shall provide five thousand dollars (\$5,000.00) life insurance for all employees who actually worked at least five hundred (500) hours in the previous fiscal year. The employee shall be entitled to the life insurance coverage in the subsequent calendar year.

ARTICLE 11
LEAVES OF ABSENCE

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

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

Section 11.3. 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.

ARTICLE 12
UNPAID LEAVES OF ABSENCE

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

Section 12.2. Employees with at least one (1) year of seniority may apply for and shall be granted a leave of absence without pay for disability. The employee must submit a satisfactory physician's statement prior to being granted the leave, except in cases of emergency. The College reserves the right to require a second opinion by a doctor of the College's choice who has expertise in diagnosis of and treatment of the employee's disability as to the necessity of the requested leave of absence. Such second opinion shall be at the College's expense. If there is a conflict between the doctors' opinions, the selected doctors shall appoint a third doctor acceptable to both whose opinion as to the need for a leave shall control. The expense of the third doctor shall be borne equally by the Union and the College. All such leaves of absence require specific approval and shall not exceed one (1) year.

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

Section 12.4. **Union 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 a 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) day notice. While on Union leave the employee shall have their seniority bridged.

Section 12.5. After an unpaid leave of absence of thirty (30) days or less, the employee shall be returned to his/her former position. Upon return from an unpaid leave of absence of more than thirty (30) days, an attempt will be made to return the employee to the same position; however, where this is not possible or practical, the employee will be offered a comparable position for which the employee is qualified as soon as one is available.

ARTICLE 13
FAMILY AND MEDICAL LEAVE

Section 13.1. **Family and Medical Leave Act (FMLA).** The FMLA does not invalidate any provision of this Agreement. Below are outlined the major points of the FMLA, including the agreements between the College and the Union on any discretionary items in the FMLA.

Section 13.2. **Types of FMLA Leave**

- 13.2.1. Eligible bargaining unit employees so electing shall, upon written request or with verbal notification if written request is not practical, be granted a 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).

Section 13.3. Pursuant to FMLA, the College will grant an eligible employee up to twenty-six (26) work weeks of unpaid leave to care for a spouse, child, parent or next of kin (nearest blood relative) who is:

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

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

- 13.4.1. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- 13.4.2. Continuing treatment by a health care provider which includes:
 - a. A period of incapacity lasting more than three (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., and in-person visit within seven [7] days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
 - b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - c. Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

- d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
- e. Any absences to receive multiple treatments for restorative surgery after accident or other qualifying injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if not treated.

Section 13.5. Request for Leave. Request for such leave must be submitted in writing to the College’s leave administrator at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable. The employee is required to provide.

- 13.5.1. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
- 13.5.2. Appropriate Armed Forces documentation supporting the need for a “qualifying exigency.”
- 13.5.3. Periodic reports, not more often than every thirty (30) days, during FMLA leave regarding the employee’s status and intent to return to work.

Section 13.6. Eligibility. Bargaining unit members who have completed twelve (12) months of service with the College, which need not to be consecutive, and have completed at least one thousand two hundred fifty (1,250) hours of service during the previous twelve (12) month period shall be eligible for FMLA leave. The College shall compute the twelve (12) month period as calculated backward from the date leave commences.

Section 13.7. Intermittent/Reduced Leave Schedule

- 13.7.1. FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:
 - a. to care for a sick family member when medically necessary;

- b. for an employee's own serious illness when medically necessary;
 - c. for a birth or placement of a child for adoption or foster care within twelve (12) months of birth or placement with the approval of the College.
- 13.7.2. "Intermittent Leave" is taken in separate blocks of time due to a single illness or injury (i.e., leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. "Reduced leave schedule" is a leave schedule which reduces the usual number of hours per work week or hours per day worked by the employee.
- 13.7.3. The College may temporarily transfer an employee on intermittent or reduced leave schedule to a vacant bargaining unit position for which the employee qualifies, at the same or different site, and at the equivalent pay and terms and conditions of employment by mutual agreement of the College and Union. Once the intermittent or reduced leave schedule has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position at the same or different site.

Section 13.8. Return to Work

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

Section 13.9. **Certification**

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

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

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

Section 13.10. **FMLA Period**

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

Section 13.11. **Notice of Employee Rights**

- 13.11.1 When an employee gives notice of the need for FMLA leave, the College shall provide the employee with a notice substantially the same as U.S. Department of Labor Form W-H 381 containing at least the following specific information:
 - a. whether the leave requested qualified as FMLA leave, including a statement similar to that

- appearing on Form W-H 381, regarding why leave does not qualify;
- b. that the leave will be counted against the employee's annual FMLA leave entitlement;
 - c. any requirement that the employee provide medical certification;
 - d. that the employee must use applicable substitute accrued paid leave and have it considered FMLA leave;
 - e. whether the employee will be required to make premium payments, and, if so, how the payments must be made;
 - f. whether the employee will be required to present a fitness-for-duty certificate in order to be restored to employment;
 - g. that the employee has the right to be re stored to the same or an equivalent position, at the same or different site, upon return from FMLA leave;
 - h. that the College may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of his/her intent not to return to work, the College's obligations under the FMLA to restore the employee to his/her previous position cease.

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

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

- a. for birth of a son or daughter or to care for the child after birth;
 - b. for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or,
 - c. to care for a parent (but not a parent “in law”) with a serious health condition.
- 13.12.2. In addition, the spouses will be limited to a total of twenty-six (26) work weeks off between the two when leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, leave for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has serious health condition.

Section 13.13. Timesheet.

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

ARTICLE 14
SENIORITY

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

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

- 14.2.1. Retires, quits or resigns;
- 14.2.2. Is discharged for just cause;
- 14.2.3. Is laid off for more than two (2) years;
- 14.2.4. Is absent without notice for three (3) consecutive work

days unless failure to give notice is beyond the reasonable control of the employee;

- 14.2.5. Fails to report for work when recalled from layoff within three (3) work days from the date on which the College delivers the employee notice to such employee's last known address (as shown on the College's records).
- 14.2.6. Does not return to work upon expiration of a leave of absence.

Section 14.3. Probationary Period

- 14.3.1. All new employees shall be considered to be on probation for a period of one hundred eighty (180) consecutive calendar days from the date of hire. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure.
- 14.3.2. The supervisor shall also perform evaluations of the employee during the ninety (90) and one hundred sixty (160) day review period.
- 14.3.3. If the supervisor determines the employee needs to be evaluated beyond the initial one hundred eighty (180) day probationary period, the supervisor may extend the employee's initial one hundred eighty (180) day probationary period up to thirty (30) additional calendar days. During the thirty (30) day probationary period extension, the employee may still be terminated for any reason without appeal through the grievance procedure.
- 14.3.4. If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above provisions.
- 14.3.5. The retention of a probationary employee shall be at the sole discretion of the College. There shall be no responsibility for the re-employment of a probationary person who is laid off or discharged.

Section 14.4. The College shall provide the Union with a seniority list for all employees in the bargaining unit on a yearly basis within thirty (30) days of the start of the fiscal year. The College shall also provide to the Union on a quarterly basis a list of employees newly-hired into the bargaining unit during the preceding three (3) months along with their home addresses as they appear on the College's records.

ARTICLE 15 **LAYOFF & RECALL**

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

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

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

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

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

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

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

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

Section 15.8. The College shall give written notification of layoff to the affected employee and to the Union at least fourteen (14) calendar days in advance of the layoff. At the time of the fourteen (14) day notice, the College shall meet with the Union for the purpose of providing the Union with a current seniority list.

Section 15.9. Any employee who is laid off or forced to exercise his/her bumping rights under this Agreement, shall have recall rights for a period of two (2) years.

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

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

fifty (50) hours of the full number of hours originally allocated to him/her for the fiscal year to reach the end of his/her assignment.

- a. For example, if at the beginning of the fiscal year (July 1) an employee is allocated one thousand forty (1,040) hours of work and he/she works nine hundred forty (940) hours before the end of the fiscal year, he/she has reached his/her “end of assignment” and any subsequent termination will not be considered a layoff. However, if the College desires to reduce by more than one hundred (100) the number of hours allocated to that employee and the reduction results in a termination, the employee shall be afforded the rights under this Article and the termination will be considered a layoff.
- b. For instance, if an employee is initially allocated one thousand forty (1,040) hours on July 1, and later the College modified that allocation of hours to seven hundred eighty (780), when the employee has worked the seven hundred eighty (780) hours, the College shall either allocate more hours for continued employment, or shall lay off the employee. If at the “end of assignment” the College allocates additional hours for the next fiscal year, the employee who was terminated by virtue of the end of assignment will be offered the opportunity to return to work for the College in the same capacity and on the same assignment that he/she previously held before another individual is employed in that capacity.

ARTICLE 16 **DISCIPLINE**

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

Section 16.2. **Just Cause.** The College shall not demote, suspend, discharge, or take any disciplinary action against an employee without

just cause. An employee may appeal a demotion, suspension, discharge or written disciplinary action through the grievance procedure. Copies of any disciplinary notices shall be issued to the employee and the Union.

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

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

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

- 16.5.1. Has the right to representation by their Union representative at each step of the disciplinary procedure.
- 16.5.2. Shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of their rights under the procedure.
- 16.5.3. Has the right to object to disciplinary actions by filing a grievance as provided in this Agreement.
- 16.5.4. Has the right to arrange another date and time to meet if the date and time are not mutually agreeable between their supervisor, the employee and /or Union representative.

Section 16.6. Suspension or Termination

- 16.6.1. When disciplinary action is initiated where suspension or termination is recommended, and prior to invoking a suspension or termination, a notice shall be made in

writing and personally served on the employee who is the subject of the pending discipline, or by registered or certified mail, with return receipt, of the scheduling of a due process hearing.

- 16.6.2. Written notice shall include statement of the charges, proposed disciplinary action, the right to have a Union representative or to decline any such representation, a summary of the evidence being brought against the employee and the date, time and place of the hearing.
- 16.6.3. The hearing shall be scheduled no earlier than ten (10) work days following giving notice to the employee, but may be held sooner if agreed to by both parties. Absent any extenuating circumstances, the employee's failure to appear at the hearing will result in the waiver of the right to this hearing. The employee may also voluntarily waive this hearing by completing the Due Process Hearing Waiver Form. The employee will be paid for the time spent at this hearing if the hearing is conducted during their assigned work hours.
- 16.6.4. An impartial representative shall be appointed by Director of Employee and Labor Relations or designee as hearing officer who is neutral and detached and has not been involved in the incident or investigation giving rise to the discipline.
- 16.6.5. The employee, or their representative, may make a written request for continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably requested nor denied. A continuance may be longer than forty-eight (48) hours if mutually agreed by the parties.
- 16.6.6. Tape recording or the attendance of a court recorder shall not be permitted.
- 16.6.7. The supervisor for the department shall first present the reasons for the proposed disciplinary action. The employee may, but is not required to, give testimony.
- 16.6.8. After having considered all evidence and testimony presented at the hearing, the hearing officer shall, within

ten (10) calendar days of the conclusion of the hearing, submit a written decision to the employee, department director, and Union.

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

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

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

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

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

Section 16.10. A disciplinary matter may be settled at any time. The 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.

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

ARTICLE 17
GRIEVANCE PROCEDURE

Section 17.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the College. The prompt and fair disposition of grievances involves the important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the College or the Union which tend to impair or weaken the Grievance Procedure are improper.

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

- Step 1.** The employee and the employee's supervisor may meet to attempt to work out the grievance on an informal basis.
- Step 2.** If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed within ten (10) working days of the event upon which the grievance is based with the employee's supervisor. Within ten (10) working days after the filing of the grievance, a meeting will be held among the supervisor, the Labor and Employee Relations Representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Following this meeting, the supervisor shall issue a written/electronic answer to the grievance within seven (7) working days.
- Step 3.** If the grievance is not satisfactorily settled in Step 2, the employee and/or Union may appeal the Step 2 answer to the Campus President, appropriate Vice President or designee, within seven (7) working days after receipt of the Step 2 response. Such appeal shall be written/electronic. The Campus President, appropriate Vice President, or designee shall schedule a grievance meeting with the employee(s) and if the member(s) so

elect(s), a representative of the Union, within seven (7) working days after receipt of the appeal and shall issue a written/electronic decision to the aggrieved member within seven (7) working days after the close of the meeting. If the issue could affect other members of the bargaining unit, the Union shall notify the Campus President, appropriate Vice President, or designee of such grievance and Union leadership shall have the right to be present and participate.

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

Step 5A. If the grievance is not resolved at Step 4 response, at the request of the Union, the parties may mutually agree to mediate the dispute using the Federal Mediation and Conciliation Service (FMCS). The fees and expenses of mediation, if any, will be borne equally by the parties. Any resolution of the grievance during mediation shall be reduced to writing and signed at the mediation session. Any grievance which is withdrawn shall also be confirmed in writing or electronically at the mediation session.

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

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

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

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

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

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

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

Section 17.9. 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, Delegates, or the Grievance Chair but shall supplement such representation as deemed appropriate by the Union.

ARTICLE 18
NO STRIKE/NO LOCKOUT

Section 18.1. The College and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the College programs and operations. Therefore, the Union agrees that during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, hand billing, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Further, the Union agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, or any interruption or interference with the normal operations of the College, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

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

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

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

ARTICLE 19
TECHNOLOGICAL CHANGES AND RESTRUCTURING

Section 19.1. The College reserves the right to introduce technological changes into the workplace. However, consistent with this right, it is the present intent of the College, in the event that the College introduces significant technological changes which eliminate positions or classifications, to give the Union written notification of the possibility of such changes sixty (60) calendar days in advance of the proposed effective date. The employee or employees affected and the Union will be given written notice of the actual implementation of such significant technological changes fourteen (14) calendar days in advance of the change. The College will meet with the Union and discuss the effect of such changes on the members of the bargaining unit.

ARTICLE 20
TRAINING AND PROFESSIONAL DEVELOPMENT

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

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

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

Section 20.4. Employees with at least one (1) year of seniority and their dependents shall be permitted to take up to six (6) credit hours each academic semester for which the instructional fee shall be waived. Employees with at least three (3) years of seniority shall be permitted to take eight

(8) hours of credit courses per semester (or the noncredit equivalent). In addition, their dependents may take up to a full time class load of hours each academic semester, not more than eight (8) hours of which can be for non-credit, for which the instructional fee shall be waived. The general fee and any supplemental course or incidental fee must be paid by the employee. Employees are expected to attend such course(s) during their non-working hours. Dependent is defined as someone who lives in the employee's household under the age of twenty-three (23) and who would qualify as an exemption on the employee's federal tax return, except that the employee's spouse shall also be considered a dependent if filing a separate federal tax return.

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

- 20.5.1. Professional Development courses with CEU's, Fire Academy, Police Academy, and Private Security Training will be covered at one hundred percent (100%);
- 20.5.2. Group lessons and summer camps will be covered at a maximum of fifty percent (50%);
- 20.5.3. Private lessons are not covered.
- 20.5.4. Dependent is defined as someone who lives in the employee's household under the age of twenty-three (23) and who would qualify as an exemption on the employee's federal tax return, except that the employee's spouse shall also be considered a dependent if filing a separate federal tax return.

Section 20.6. Training Bank Program

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

- a. Members of the bargaining unit who have completed seven (7) consecutive years of part-time service on or before June 30, 2013, shall be permitted to accrue credit to be applied against the required instructional fee for credit courses at the time of retirement or resignation.
- b. Such credit shall be accrued at the rate of 1.12 hours per month up to a maximum of sixty (60) credit hours.
- c. Accrued credit may only be applied for credit courses. There shall be no credit towards non-credit courses/workshops/seminars that the employee may choose to attend.
- d. Accrued credit shall be maintained in the training bank for a maximum period of five (5) years from the employee's date of retirement or resignation.
- e. The general fee and any supplemental course or incidental fees must be paid by the employee.
- f. The College will allow tuition remission credits to be utilized for non-credit courses offered through the College's Continuing Education program pursuant to Section 20.6.

Section 20.7. Education Fund Money

- 20.7.1. Education fund money will be made available annually to eligible and qualifying bargaining unit employees for use in defraying tuition costs towards job enhancement courses. Ten thousand dollars (\$10,000) shall be made available each year of the Agreement.
- 20.7.2. A Labor-Management Committee, comprised of three (3) Union and three (3) Human Resources representatives shall establish the criteria, conditions and limitations on the receipt of said scholarship dollars, and recommend individual awards. Final discretion will be with the management representatives of the Committee.
- 20.7.3. Applications will be distributed by October 1, and be due back by October 31, of each year. The Committee

will review the applications and history of prior payees in November with award letters sent to recipients during December. Recipient names and award amounts will be published on My Tri-C Space to encourage member participation.

ARTICLE 21
NEW JOB CLASSIFICATION

Section 21.1. The Union will be notified of the creation of any new classifications in grades 1 through 11 of the support personnel salary table. The College and the Union shall meet and discuss the inclusion and/ or exclusion of such classification within the bargaining unit and the appropriate wage rate therefore. In the event the College and the Union are unable to reach agreement on the issue, the College shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union can file a grievance at Step 4 of the Grievance Procedure; and if the matter goes to arbitration, the arbitrator shall have the authority to establish a new rate and classification or to place the job in an existing classification rate which shall be retroactive to the date the College placed the temporary rate into effect. The arbitrator shall be ruled by the criteria set forth in Article 2 on the question of inclusion or exclusion and shall be ruled by pay grades in similar jobs at the College with respect to wage rates.

ARTICLE 22
JOB AUDITS

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

- 22.1.1. At the time of the employee's annual performance evaluation where the employee and supervisor believe the qualifications (refer to 15.1.1) of the position have significantly changed, the supervisor may request a job audit and submit a completed Position Analysis Questionnaire (PAQ) to the Executive Director, Total Rewards, between August 1st and September 15th of the current fiscal year. Both the Supervisor and Executive Director, Total Rewards, will review the request and supporting documentation by October 1 of the current fiscal year.

The PAQ will reflect changes to the position's knowledge, skill, and abilities which exceed the current job description.

- 22.1.2. Should the Supervisor and Executive Director, Total Rewards, find the PAQ does warrant a change in classification or grade, the period of retroactive pay shall go back no further than July 1 of the current fiscal year in which the PAQ was submitted.
- 22.1.3. Should the Supervisor and Executive Director, Total Rewards, find the PAQ does not warrant a change in classification or grade, the PAQ will be submitted to the Labor-Management Job Audit Committee (LMAC) for consideration.
- 22.1.4. A LMAC, consisting of two (2) Labor and two (2) Management members, will review the job audit request for the purpose of determining if the current or new duties are accurately identified in the job description, and the position is appropriately classified. Labor and Management will select its members by October 15th. Committee members will not be directly or personally involved in their own or subordinate's job audit. If the LMAC is unable to make a determination by December 1st regarding an appropriate pay grade by a majority vote, the request shall be automatically forwarded to the Labor-Management Job Audit Appeals Committee (LMAAC).
- 22.1.5. The LMAAC shall consist of a total of three (3) Labor and three (3) Management members, including two (2) Labor and two (2) Management members of the Job Audit Committee. The LMAAC shall render its decision within thirty (30) days of the date it meets and shall notify the employee and the Union of its decision and its rationale. If the LMAAC is unable to reach a decision by a majority vote the request for appeal shall be considered denied.
- 22.1.6. An employee for whom a job audit has been requested and conducted may not submit another request until the next annual job audit period.

- 22.1.7. Should the LMAAC determine that the PAQ does warrant a change in classification or grade, the period of retroactive pay shall go back no further than July 1 of the current fiscal year in which the PAQ was submitted.
- 22.1.8. Should the LMAAC determine that the PAQ does not warrant a change in classification or grade, the PAQ will be denied, and there shall be no appeal.

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

- 22.2.1. The employee’s next level of supervision and Executive Director, Total Rewards, will review the PAQ and supporting documentation and render a decision by October 1. The PAQ will reflect changes to the position’s knowledge, skills and abilities which exceed the current job description.
- 22.2.2. Should the next level of supervision and Executive Director, Total Rewards, find the PAQ does warrant a change in classification or grade, the period of retroactive pay shall go back no further than July 1 of the current fiscal year in which the PAQ was submitted.
- 22.2.3. Should the next level of supervision and Executive Director, Total Rewards, find the PAQ does not warrant a change in classification or grade, the employee may then submit their PAQ to the LMAAC (22.1.5 22.1.8.) for consideration by notifying the Executive Director, Total Rewards within seven (7) calendar days of the decision.

ARTICLE 23
FINANCIAL EXIGENCY

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

Section 23.2. Such good faith determination of crisis financial exigency will be subject to an expedited review through the grievance arbitration

procedure. The administration will endeavor to provide a sixty (60) day notice of its reason to believe that there is a pending crisis financial exigency to the Union and provide that organization with all available information. For the purpose of this section, crisis financial exigency shall be defined as follows:

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

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

ARTICLE 24 **MISCELLANEOUS**

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

Section 24.2. **Non-Discrimination.** Both the College and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of ancestry, race, color, disability, military status, religion, sexual orientation, gender identity and expression, pregnancy, veteran status, marital status, genetic information, creed, national origin, age, sex, union participation or marital status, including the requirement to refrain from sexual harassment. Furthermore, the College will not discriminate on the basis of handicap, provided the handicap does not impair the person’s ability to substantially perform the work, and employing the handicapped person would not significantly increase the occupational hazards affecting either the handicapped person, other employees, the general public or the facilities in which the work is performed.

The College and the Union hereby incorporate by reference as applicable the College policy on affirmative action, equal opportunity, discrimination, and harassment as set forth in College policy 3354:1-42-01.

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

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

Section 24.5. **Job Bidding.** When a regular full-time bargaining unit vacancy occurs, or a new full time bargaining unit job is created, part-time bargaining unit members who make application will be interviewed provided the part-time bargaining unit employee(s) is deemed qualified for the position as covered under Section 24.5.1 and 24.5.2. If the part-time employee applies and is deemed unqualified, Human Resources will notify the applicant.

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

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

Section 24.6. Job Descriptions. The College shall maintain an open central file containing general job descriptions of the work to be performed by employees in the bargaining unit. Upon request, the College shall provide the Union with copies of these descriptions for all job classifications in the bargaining unit. Whenever a significant change occurs in the description of any such job, the College agrees to provide the Union with a copy of the new job description.

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

Section 24.8. Transfer from Part-Time to Full-Time Status. For purposes of vacation accrual only, part-time employees awarded fulltime positions at the College will be given service credit of one-half (1/2) year for all consecutive years of service immediately preceding the fulltime assignment. To get credit for a year of service under this provision, an employee must work a minimum of five hundred (500) hours for each given year of service. A year shall be defined as from July 1 through June 30. Leaving the employment of the College, as defined in 14.2, will negate any prior accumulated years of service.

ARTICLE 25 **HEALTH AND SAFETY**

Section 25.1. The Parties agree to establish a Health and Safety Committee with representation of one (1) member and one (1) alternate appointed by each group from all constituent groups. Release time will be granted for all appointed representatives to participate in the meetings. Meeting dates will be established by the Committee as needed, but not less than one (1) per semester. The Committee will make recommendations to the Vice President of Human Resources or his/her designee.

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

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

Section 25.4. If the indoor temperature or air quality in a College facility or department becomes unbearable or causes an employee to be sick or suffer other significant health problems, the employee may be permitted to leave work without loss of pay or benefits with the approval of the department head, Campus President or designee. Such accommodation can only be granted if it is determined that a physical relocation to resolve the problem is not practical or possible.

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

ARTICLE 26 **DISPATCHERS**

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

Section 26.2. The College will establish a voucher system identifying one (1) approved vendor for Dispatchers to purchase uniform items. Part-time Dispatchers may purchase up to two hundred twenty dollars (\$220.00) of uniform items each fiscal year. Uniform item purchases must be made no later than April 30 of each fiscal year.

- 26.2.1. Upon initial hire, Dispatchers shall receive an initial allotment of uniform items outlined in Appendix B. If the College initiates a change in the uniform allotment items as listed in Appendix B, the College shall furnish the new items at its expense.
- 26.2.2. During the term of this Agreement, Dispatchers may turn in no more than two (2) uniform items damaged in the line-of-duty. A voucher will be subsequently issued to the employee for the cost of item(s) to be replaced. The extent of damage subject to this provision shall be at the judgment of supervision and shall be final and binding and not be subject to the grievance procedure.
- 26.2.3. Normal wear and tear of uniform allotment items are replaced and repaired from the Dispatcher's uniform allowance.

Section 26.3. Training. The College agrees to provide and schedule required training to dispatchers to allow for appropriate certification including, but not necessarily limited to, the following:

L.E.A.D.S. (Law Enforcement Automated Data Systems);
R.E.D.S.S. (Regional Enterprise Data Sharing Systems);
and APCO (Association of Public Safety Communication Officials) training. Ongoing training will be provided by the College as needed to maintain appropriate dispatch functions, as deemed necessary by the College.

Section 26.4. Policy and Procedure Manuals. Manuals are located and available on the Internet at <https://powerdms.com/ui/login.aspx>.

ARTICLE 27 **LABOR MANAGEMENT COMMITTEE**

Section 27.1. A Joint Labor-Management Committee shall be established to meet for a maximum of two (2) hours, on a monthly basis, to discuss matters of mutual concern. All meetings shall be held during normal business hours, and all employees who attend these meetings shall do so without loss of pay or benefits. In order to call a meeting, either party must submit a notice of intent to meet setting forth a written agenda of the matters to be discussed.

ARTICLE 28
PERFORMANCE EVALUATIONS

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

Section 28.2. The completed performance evaluation form will be discussed with the employee. Following a discussion with the supervisor concerning the performance evaluation, the employee will be granted the opportunity to prepare a statement that the employee may have added to the evaluation form. The employee will sign the evaluation, which will indicate only that the evaluation was received by and reviewed with the employee. A copy of the completed annual performance evaluation form will be furnished to the employee at the time the employee signs the form. The employee's signature does not indicate agreement with the content of the evaluation. However, employees have the right to make written objections to their evaluation for inclusion in their personnel files.

Section 28.3. Where the employee requires skill improvement in a job related area, this shall be recorded on the performance evaluation form. The College agrees to provide, based upon department resources, training opportunities aimed at enhancing employee's job related skills. The performance evaluation form will serve as a basis for identifying training needs and opportunities.

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

ARTICLE 29
LEGALITY

Section 29.1. It is the intent of the College and the Union that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not

limited to a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment, shall remain in full force and effect for the duration of this Agreement. In the event any article, section or clause is adjudged to be unlawful, and if the Union so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE 30
BACKGROUND CHECKS

Section 30.1. In addition to background checks that are required by federal and state law the College may perform criminal background checks on employees who are promoted or laterally transferred into the following departments:

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

Section 30.2. Any new or reclassified position that requires an employee to handle significant amounts of money or allows the employee access to confidential financial information of College personnel, or any new or reclassified position involving child care, may be subject to a criminal background check. Notices of background checks as a condition for applying for any vacancy shall be included in the vacancy announcement.

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

Section 30.4. If a background check is performed on an employee, the employee shall sign a release allowing the background check and relieving the College from any liability for performing a background check. If the employee refuses to sign the release this may result in the employee being denied the transfer, new position, or reclassified position. If the background check reveals information that would affect an employee as provided in paragraphs 30.5 and 30.6 below, the employee will be notified of the background check and of their right to request and be provided with a copy of the report. The background check shall be performed by an agency independent of the College. The results of background checks will be kept confidential. The employee maintains the right to grieve the denial of the position.

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

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

ARTICLE 31
SUBCONTRACTING

Section 31.1. In the event the College subcontracts work, the College will first give the Union thirty (30) work days advance notice of an intention to subcontract bargaining unit work during which time the College and the Union will meet to negotiate with regard to the decision and its effects; however, if the College and Union do not reach agreement during this thirty (30) work 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 32
DURATION

Section 32.1. 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

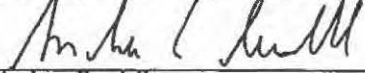
source of any and all rights and/or claims regarding wages, hours, benefits or other terms and conditions of employment. Where this Agreement is silent on a wage, hour, benefit and term or condition of employment, the College may act with discretion consistent with applicable law. Where no applicable law exists, the College reserves the right to act at its discretion.

Section 32.2. This Agreement shall be effective July 1, 2020, to June 30, 2023, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of intent to negotiate on any or all of its provisions.

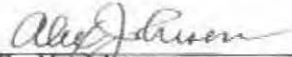
Section 32.3. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged no later than forty-five (45) days prior to the termination date of the Agreement. Nothing in this section shall be deemed to prevent an agreement between the College and the Union to extend the termination date.

SIGNATURE PAGE

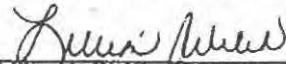
Cuyahoga Community College District



Andrew Randall
Chairperson Board of Trustees

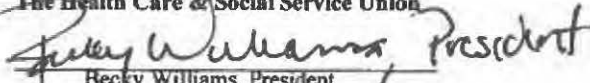


Dr. Alek Johnson
President, Cuyahoga Community College



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

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



Becky Williams, President

APPENDIX A-1
CUYAHOGA COMMUNITY COLLEGE
1199 BARGAINING UNIT SALARY SCHEDULE

Wage Table - SEIU, 1199 Part Time Employees
Effective July 1, 2020 (no change scheduled for 7/1/20)

Step	Grade										
	01	02	03	04	05	06	07	08	09	10	11
12	\$11.78	\$16.07	\$18.63	\$19.64	\$21.15	\$22.70	\$24.52	\$26.38	\$29.21	\$31.31	\$33.74
11	\$11.49	\$15.65	\$18.16	\$19.15	\$20.61	\$22.11	\$23.88	\$25.76	\$28.45	\$30.53	\$32.92
10	\$11.22	\$15.31	\$17.73	\$18.67	\$20.13	\$21.61	\$23.32	\$25.13	\$27.72	\$29.80	\$32.11
9	\$10.94	\$14.94	\$17.29	\$18.23	\$19.66	\$21.07	\$22.74	\$24.50	\$27.08	\$29.07	\$31.33
8	\$10.68	\$14.56	\$16.85	\$17.75	\$19.16	\$20.57	\$22.23	\$23.84	\$26.40	\$28.35	\$30.54
7	\$10.40	\$14.22	\$16.47	\$17.32	\$18.68	\$20.05	\$21.66	\$23.28	\$25.78	\$27.64	\$29.81
6	\$10.17	\$13.83	\$16.05	\$16.89	\$18.24	\$19.58	\$21.14	\$22.71	\$25.15	\$26.95	\$29.07
5	\$9.89	\$13.47	\$15.63	\$16.49	\$17.78	\$19.11	\$20.60	\$22.11	\$24.53	\$26.33	\$28.36
4	\$9.64	\$13.20	\$15.29	\$16.08	\$17.35	\$18.65	\$20.12	\$21.61	\$23.88	\$25.66	\$27.67
3	\$9.40	\$12.86	\$14.92	\$15.67	\$16.91	\$18.17	\$19.64	\$21.07	\$23.32	\$25.02	\$27.03
2	\$9.18	\$12.54	\$14.55	\$15.32	\$16.51	\$17.73	\$19.15	\$20.57	\$22.73	\$24.41	\$26.36
1	\$8.97	\$12.24	\$14.20	\$14.95	\$16.10	\$17.29	\$18.67	\$20.05	\$22.15	\$23.81	\$25.70

*Rates remain the same in FY21.

APPENDIX A-2

**Wage Table - SEIU, 1199 Part Time Employees
Effective July 1, 2021**

Step	Grade										
	01	02	03	04	05	06	07	08	09	10	11
12	\$11.90	\$16.23	\$18.82	\$19.84	\$21.36	\$22.93	\$24.77	\$26.64	\$29.50	\$31.62	\$34.08
11	\$11.60	\$15.81	\$18.34	\$19.34	\$20.82	\$22.33	\$24.12	\$26.02	\$28.73	\$30.84	\$33.25
10	\$11.33	\$15.46	\$17.91	\$18.86	\$20.33	\$21.83	\$23.55	\$25.38	\$28.00	\$30.10	\$32.43
9	\$11.05	\$15.09	\$17.46	\$18.41	\$19.86	\$21.28	\$22.97	\$24.75	\$27.35	\$29.36	\$31.64
8	\$10.79	\$14.71	\$17.02	\$17.93	\$19.35	\$20.78	\$22.45	\$24.08	\$26.66	\$28.63	\$30.85
7	\$10.50	\$14.36	\$16.63	\$17.49	\$18.87	\$20.25	\$21.88	\$23.51	\$26.04	\$27.92	\$30.11
6	\$10.27	\$13.97	\$16.21	\$17.06	\$18.42	\$19.78	\$21.35	\$22.94	\$25.40	\$27.22	\$29.36
5	\$9.99	\$13.60	\$15.79	\$16.65	\$17.96	\$19.30	\$20.81	\$22.33	\$24.78	\$26.59	\$28.64
4	\$9.74	\$13.33	\$15.44	\$16.24	\$17.52	\$18.84	\$20.32	\$21.83	\$24.12	\$25.92	\$27.95
3	\$9.49	\$12.99	\$15.07	\$15.83	\$17.08	\$18.35	\$19.84	\$21.28	\$23.55	\$25.27	\$27.30
2	\$9.27	\$12.67	\$14.70	\$15.47	\$16.68	\$17.91	\$19.34	\$20.78	\$22.96	\$24.65	\$26.62
1	\$9.06	\$12.36	\$14.34	\$15.10	\$16.26	\$17.46	\$18.86	\$20.25	\$22.37	\$24.05	\$25.96

APPENDIX A-3

**Wage Table - SEIU, 1199 Part Time Employees
Effective July 1, 2022**

<u>Step</u>	<u>Grade</u>										
	01	02	03	04	05	06	07	08	09	10	11
12	\$12.14	\$16.55	\$19.20	\$20.24	\$21.79	\$23.39	\$25.27	\$27.17	\$30.09	\$32.25	\$34.76
11	\$11.83	\$16.13	\$18.71	\$19.73	\$21.24	\$22.78	\$24.60	\$26.54	\$29.30	\$31.46	\$33.92
10	\$11.56	\$15.77	\$18.27	\$19.24	\$20.74	\$22.27	\$24.02	\$25.89	\$28.56	\$30.70	\$33.08
9	\$11.27	\$15.39	\$17.81	\$18.78	\$20.26	\$21.71	\$23.43	\$25.25	\$27.90	\$29.95	\$32.27
8	\$11.01	\$15.00	\$17.36	\$18.29	\$19.74	\$21.20	\$22.90	\$24.56	\$27.19	\$29.20	\$31.47
7	\$10.71	\$14.65	16,96	\$17.84	\$19.25	\$20.66	\$22.32	\$23.98	\$26.56	\$28.48	\$30.71
6	\$10.48	\$14.25	\$16.53	\$17.40	\$18.79	\$20.18	\$21.78	\$23.40	\$25.91	\$27.76	\$29.95
5	\$10.19	\$13.87	\$16.11	\$16.98	\$18.32	\$19.69	\$21.23	\$22.78	\$25.28	\$27.12	\$29.21
4	\$9.93	\$13.60	\$15.75	\$16.56	\$17.87	\$19.22	\$20.73	\$22.27	\$24.60	\$26.44	\$28.51
3	\$9.68	\$13.25	\$15.37	\$16.15	\$17.42	\$18.72	\$20.24	\$21.71	\$24.02	\$25.78	\$27.85
2	\$9.46	\$12.92	\$14.99	\$15.78	\$17.01	\$18.27	\$19.73	\$21.20	\$23.42	\$25.14	\$27.15
1	\$9.24	\$12.61	\$14.63	\$15.40	\$16.59	\$17.81	\$19.24	\$20.66	\$22.82	\$24.53	\$26.48

APPENDIX B
LIST OF INITIAL ITEMS DISTRIBUTED TO PART-TIME
DISPATCHERS

- 1 long sleeve shirt
- 1 short sleeve shirt
- 2 pairs of pants or skirts
- 1 name plate
- 1 pair of shoes
- 1 zipper front sweater
- 1 set of collar brass
- 1 tie (i.e., female: cross, male: clip-on)
- 1 tie clip for male
- 1 belt
- 1 badge

APPENDIX C – 1
ALPHABETICAL LIST OF BARGAINING UNIT JOB
CLASSIFICATIONS WITH FULL TIME EQUIVALENTS

Academic Media Production Specialist
Academic Support Services Technician
Accountant 1
Accountant 2
Accounts Payable Specialist
Administrative Secretary
Assistant Manager/Book Center
Associate Buyer
Business Support Specialist 1
Business Support Specialist 2
Business Support Supervisor Buyer
Camera Systems Operator
Campus Service Specialist 1
Campus Service Specialist 2
Career Development Specialist
Clerical Assistant
Community Recreation Coordinator
Computer Lab Technician
Computer Systems Help Desk Advisor
Computer Systems Operator
Computer Systems Repair Technician
Computer Systems Scheduling Coordinator
Computer Systems Support Specialist
Computer-Assisted Learning Specialist
Control Clerk 1
Control Clerk 2
Coordinator
Coordinator, Special Student Services
Curriculum Coordinator
Customer Service Assistant
Customer Service Representative 1
Customer Service Representative 2
Customer Service Specialist
Desktop Support Specialist
Desktop Support Technician
Direct Mail Service Specialist
Dispatcher
Engineering Specialist
Enrollment Specialist

APPENDIX C – 1 (Continued)

Enrollment Support Specialist
Equipment Preparation Technician
Event Services Specialist
Graphics Specialist/Institutional 1
Information Support Specialist 1
Information Support Specialist
Instructional Services Representative
Instructional Specialist
Lab Technician
Lead Theater Technician
Learning Common Support Technician
Library Customer Service Specialist
Library Technical Assistant
Media Systems Technician
Media Technician 1
Media Technician 2
Media Technician 3
Media Technician 4
Media Technician 5
Media Technician 6
Multimedia Lab Technician
Network Video Engineering Specialist
Noncredit Coordinator
Offset Press Operator 1
Offset Press Operator 2
Photographer
Print Finishing Specialist
Printing/Duplicating Specialist
Records Specialist
Recruitment Specialist
Site Based Support Specialist
Stage Technician
Student Activities Assistant
Student Activities Supervisor
Student Advisor
Student Financial Assistance Advisor
Student Support Services Specialist
Student Support Supervisor
TV Graphic Artist
Unit Operations Specialist 1
Unit Operations Specialist 2

APPENDIX C – 1 (Continued)

Unit Operations Specialist 3
Unit Operations Support Specialist 1
Unit Operations Support Specialist 2
Video Systems Technician

SL-1
SIDE LETTER OF AGREEMENT
DENTAL PLAN PARTICIPATION

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

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

SL-2
SIDE LETTER OF AGREEMENT
WINTER LEAVE

The College agrees to make a good faith effort based upon the operational need of the various departments to reschedule hours that would normally be scheduled and worked by an employee during the three (3) day winter closing period. The effort to reschedule hours may occur any time during the fiscal year either prior to or following the winter closing period, however, an effort will be made to schedule such hours during the months of December and January.

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

SL-3
SIDE LETTER OF AGREEMENT ARTICLE 28
PERFORMANCE EVALUATIONS

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

Part-Time 1199

Grade	2	3	4	5	6	7	8	9	10
	Tool Room Attendant	Clerical Assistant Lab Assistant Lab Assistant, Art Gallery	Administrative Secretary Media Arts Tech	Dispatcher Electrical Production Asst Unit Operations Specialist I	Lab Technician	Academic Support Services Tech Instructional Support Specialist Learning Commons Support Technician Physical Education Support Specialist	Enrollment Center Rep	Coordinator, Specials Student Services Lead Theatre Tech	Multimedia Production Specialist

Part-Time Employees

Step	Grade										
	01	02	03	04	05	06	07	08	09	10	11
12	\$12.14	\$16.55	\$19.20	\$20.24	\$21.79	\$23.39	\$25.27	\$27.17	\$30.09	\$32.25	\$34.76
11	\$11.83	\$16.13	\$18.71	\$19.73	\$21.24	\$22.78	\$24.60	\$26.54	\$29.30	\$31.46	\$33.92
10	\$11.56	\$15.77	\$18.27	\$19.24	\$20.74	\$22.27	\$24.02	\$25.89	\$28.56	\$30.70	\$33.08
9	\$11.27	\$15.39	\$17.81	\$18.78	\$20.26	\$21.71	\$23.43	\$25.25	\$27.90	\$29.95	\$32.27
8	\$11.01	\$15.00	\$17.36	\$18.29	\$19.74	\$21.20	\$22.90	\$24.56	\$27.19	\$29.20	\$31.47
7	\$10.71	\$14.65	\$16.96	\$17.84	\$19.25	\$20.66	\$22.32	\$23.98	\$26.56	\$28.48	\$30.71
6	\$10.48	\$14.25	\$16.53	\$17.40	\$18.79	\$20.18	\$21.78	\$23.40	\$25.91	\$27.76	\$29.95
5	\$10.19	\$13.87	\$16.11	\$16.98	\$18.32	\$19.69	\$21.23	\$22.78	\$25.28	\$27.12	\$29.21
4	\$10.10	\$13.60	\$15.75	\$16.56	\$17.87	\$19.22	\$20.73	\$22.27	\$24.60	\$26.44	\$28.51
3	\$10.10	\$13.25	\$15.37	\$16.15	\$17.42	\$18.72	\$20.24	\$21.71	\$24.02	\$25.78	\$27.85
2	\$10.10	\$12.92	\$14.99	\$15.78	\$17.01	\$18.27	\$19.73	\$21.20	\$23.42	\$25.14	\$27.15
1	\$10.10	\$12.61	\$14.63	\$15.40	\$16.59	\$17.81	\$19.24	\$20.66	\$22.82	\$24.53	\$26.48

