



# NOTICE

## FROM THE STATE EMPLOYMENT RELATIONS BOARD

PUBLICATION DATE: February 27, 2019

CASE NO(S). 2018-MED-08-0626

In the Matter of

International Union of Operating Engineers, Local 20

AND

Cincinnati State Technical and Community College

The attached report of the fact-finding panel has been acted on as follows:

Cincinnati State Technical and Community College - REJECTED  
(Engineering, Maintenance and Grounds)

Pursuant to Chapter 4117.14 of the Ohio Revised Code, this notice and attachment serves as publication of the findings of fact and recommendations of the fact-finding panel. On the publication date, the original notice of rejection of the fact-finding report was sent to a daily newspaper which serves the vicinity where the governmental entity is located. A copy of the notice has been posted in the Clerk's Office of the State Employment Relations Board.

Individuals may contact the above named parties to determine if copies of the report are available or contact the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215.



## State Employment Relations Board

Mike DeWine, Governor

65 East State Street, 12th Floor  
Columbus, OH 43215-4213

<http://serb.ohio.gov>  
Tel: (614) 644-8573 Fax: (614) 466-3074

W. Craig Zimpher, Chair  
Aaron A. Schmidt, Vice Chair  
J. Richard Lumpe, Board Member

Christine A. Dietsch, Executive Director

February 27, 2019

Richard J. Gerrein  
1150 West 8th Street, Suite 205  
Cincinnati, OH 45203

Christopher E. Hogan, Esq.  
Newhouse, Prophater, Kilman & Hogan, LLC  
5025 Arlington Centre Boulevard, Suite 400  
Columbus, OH 43220

RE: Case No(s). 2018-MED-08-0626  
International Union of Operating Engineers, Local 20 (Engineering, Maintenance and Grounds) and Cincinnati State Technical and Community College

Dear Messrs. Gerrein and Hogan:

Please find enclosed a Notice and the fact-finding report to be posted. This Notice with the attached copy of the report should be posted immediately, where it can be viewed by employees and the public. In accordance with Ohio Administrative Code Rule 4117-9-05(P), the notice of rejection is to be posted for a period of thirty days or until settlement occurs, whichever is earlier.

Sincerely,

Donald M. Collins  
General Counsel  
DMC: mel  
Enclosures

**Fact Finding Report**  
**State of Ohio**  
**State Employment Relations Board**

February 20, 2019

In the Matter of:

**International Union of  
Operating Engineers, Local 20**

and

**Case #: 2018-MED-08-0626**

**Cincinnati State Technical  
& Community College**

**Report and Recommendation of Fact Finder**  
**John F. Buettner**

**Appearances**

**For the Union:**

Richard Gerrein, Business Manager

Robert Mitchell, Attorney

Bargaining Committee Members

**For the Employer:**

Christopher E. Hogan, Attorney

Lawra J Baumann, Vice President  
of Administration

Bargaining Committee Members

## **INTRODUCTION**

The Employer, Cincinnati State Technical Community College, has its main campus in Clifton with satellite campuses in Middleton, Harrison, and Evendale. It is one of 23 technical and community colleges in Ohio. The College was chartered by the Ohio Board of Regents in 1969. It offers over 75 associate degree programs and majors and over 40 certificate programs. As of July 1, 2018, the College employs approximately 468 full-time employees plus several hundred adjunct and part-time employees. The student population is around 9,000.

The Union, International Union of Operating Engineers, Local 20, represents a bargaining unit of approximately thirteen (13) employees in the following categories: Lead Technicians, HVAC Technicians, Facilities Technicians 1, and Facilities Technicians 2. These members perform engineering, maintenance, and grounds functions at the College. The IOUE, Local 20, is one of six (6) bargaining units within the college.

## **FACTUAL BACKGROUND**

The undersigned was duly appointed by SERB by letter dated December 12, 2018 and the Joint Agreed Extension filed on December 18, 2018 to serve as Fact Finder in the matter of International Union of Operating Engineers, Local 20, (hereinafter referred to as "Union") and the Cincinnati State Technical and Community College (hereinafter referred to as "Management") pursuant to OAC 4117-9-5(D).

As a result of phone conversations and email exchanges, the parties agreed to a fact-finding hearing set for Monday, February 4, 2018. The hearing was held in the library conference room of Cincinnati State Technical and Community College. The Hearing began at approximately 9:30 AM with all parties present. The Union was represented by Mr. Robert Mitchell, Law Office of Robert Mitchell. The Employer was represented by Mr. Christopher E. Hogan of Newhouse, Prophater, Kolman, and Hogan, LLC.

The parties agreed to waive service of the Fact Finder's report via overnight delivery and agreed upon service via email.

The Parties are bargaining for a successor agreement to the Collective Bargaining Agreement (CBA) that expired on October 11, 2018. The Parties had multiple negotiation sessions and one day of mediation prior to the fact-finding. Both Parties advised the Fact Finder that further mediation was not likely to be beneficial and

suggested proceeding to fact-finding. The Parties met prior to the official opening of the fact-finding hearing to review the open issues. As a result of this meeting, the Parties stated that there were four (4) issues which need to be addressed.

Article 8: Compensation

Article 9: Hours of Work, Overtime and Work Assignments

Article 10: Benefits

Article 29: Duration and Amendment

All tentative agreements made between the parties, with the exception of the above-mentioned articles, are deemed to have been incorporated herein and are adopted as part of the Fact-finder's recommendation. Those items are:

Article 1: Recognition **T/A 10/29/18**

Article 2: Non-discrimination **CCL**

Article 3: Joint Responsibilities and Employees' Rights **CCL**

Article 4: Management's Rights **CCL**

Article 5: Union Security and Check-Off **T/A 10/29/18**

Article 6: Grievance Procedure **T/A 10/29/18**

Article 7: Employment Outside the College **CCL**

Article 11: Family and medical Leave Act **CCL**

Article 12: Discipline **T/A 10/29/18**

Article 13: Layoff and Recall **CCL**

Article 14: Jury Duty and Other Court-related Appearances **CCL**

Article 15: Lead Technicians **CCL**

Article 16: Medical Limitations **CCL**

Article 17: Health and Safety **CCL**

Article 18: Tools **CCL**

Article 19: Probationary Period **CCL**

Article 20: Seniority **CCL**

Article 21: Labor/Management Committee **CCL**

Article 22: No Strikes or Lockouts **CCL**

Article 23: Supervisors Working **CCL**

Article 24: Subcontracting **CCL**

Article 25: Legal and Legislative Change Clause **CCL**

Article 26: Entirety **T/A 10/29/18**

Article 27: Waiver **CCL**

Article 28: Training and Certification **T/A 10/29/18**

Appendix 1: Memorandum of Understanding, Job Descriptions **T/A 10/29/18**

~~Appendix 2: Same Sex Domestic Partner Definition **T/A 10/29/18** (deleted)~~

Appendix 3: Memorandum of Understanding- Market Survey **T/A 10/29/18**

This Fact Finder must take into consideration the following, pursuant to the Ohio Revised Code, Section 4117.14 (C)(4)(e), which establishes the criteria that is to be used by a Fact-Finder in making a recommendation. The criteria are:

- Past collectively bargained agreements, if any, between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
- The lawful authority of the public employer;
- Any stipulations of the parties;
- Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

## UNRESOLVED ISSUES

### Article 8: Compensation

#### Union's Position:

##### ~~A. Wages~~

~~Effective October 12, 2015, members of the bargaining unit shall receive a \$500 non-base lump sum increase in pay.~~

~~Effective October 12, 2016, members of the bargaining unit shall receive a \$500 non-base lump sum increase in pay.~~

~~Effective October 12, 2017, members of the bargaining unit shall receive a \$750 non-base lump sum increase in pay.~~

##### A. Longevity Pay

All 1.U.O.E. bargaining unit members shall be eligible for a longevity pay increment beginning on the first day of the pay period within which the employee completes seven years of total service with the College. All eligible bargaining unit members shall receive an hourly longevity increment, applied to base pay, according to the table below. Such increments are the total amounts applicable to each service level and are not cumulative.

7 years of service - \$.1875 per hour  
10 years of service - \$.375 per hour  
15 years of service - \$.50 per hour  
20 years of service - \$.75 per hour  
25 years of service - \$.90 per hour

##### B. Shift Differential

Shift differential rates shall be paid to bargaining unit members as follows:

2nd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts at or after 1:30 PM will be paid a shift differential of seventy-five cents (\$.75) per hour for all hours, including overtime.

3rd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts after 10:00PM will be paid a shift differential of one dollar (\$1.00) per hour for all hours, including overtime.

**C. Minimum and Hiring Rates**

~~Throughout the course of the agreement, the minimum base rate for non-probationary employees in the unit classifications shall be as follows:~~

	<u>Hiring Rate</u>
HVAC Tech	<del>\$23.04</del> <b>\$24.94/hr</b>
Maintenance Tech/Facilities Technician 1	\$23.04/hr
Landscape & Grounds Tech/Facilities Technician 2	\$19.64/hr

Should the College implement any wage or salary increase for any group of employees, on the effective date of such increase, the wage rates will be as follows:

	<u>Rate</u>
HVAC Tech	<b>\$29.10</b>
Maintenance Tech/Facilities Technician 1	<b>\$25.50</b>
Landscape & Grounds Tech/Facilities Technician 2	<b>\$23.04</b>

**Management's Position:**

A. Wages

Effective October 12, 2018 , wages shall remain unchanged. ~~members of the bargaining unit shall receive a \$500 non base lump sum increase in pay.~~

~~Effective October 12, 2016, members of the bargaining unit shall receive a \$500 non base lump sum increase in pay.~~

~~Effective October 12, 2017, members of the bargaining unit shall receive a \$750 non base lump sum increase in pay.~~

The Union or the College may reopen Article 8 for the purpose of negotiating basic hourly rates to be effective on October 12, 2019. This Article will be reopened for such purpose only if either party notifies the other in writing at least sixty (60) calendar days prior to October 12, 2019 that it desires to reopen the Article. Failing receipt by either party of such written notice prior to said sixty days, this Article shall continue in full force and effect until its expiration date.

B. Longevity Pay

All IUOE bargaining unit members shall be eligible for a longevity pay increment beginning on the first day of the pay period within which the employee completes seven years of total service with the College. All eligible bargaining unit members shall receive an hourly longevity increment, applied to base pay, according to the table below. Such increments are the total amounts applicable to each service level and are not cumulative.

7 years of service - \$.1875 per hour

10 years of service - \$.375 per hour

15 years of service - \$.50 per hour

20 years of service - \$.75 per hour

25 years of service - \$.90 per hour

C. Shift Differential

Shift differential rates shall be paid for all regularly scheduled hours to bargaining unit members as follows:

2nd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts at or after 1:30PM will be paid a shift differential of seventy-five cents (\$.75) per hour for all hours, including overtime.

3rd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts after 10:00 PM will be paid a shift differential of one dollar (\$1.00) per hour for all hours, including overtime.

C. Minimum and Hiring Rates

Throughout the course of the agreement, the minimum base rate for non-probationary employees in the unit classifications shall be as follows:

Eff. 10/12/10 — Eff. 10/12/17

Effective October 12<sup>th</sup>, 2018:

HVAC Tech	\$23.04
Facilities Maintenance Tech 1	\$23.04
Facilities Landscape & Grounds Tech 2	\$19.64

If during the term of this Agreement, the College voluntarily implements any salary increase for another bargaining unit or broad class of non-bargaining employees, then the same increase amount/percentage would be implemented for the bargaining unit members. This does not include any previously negotiated increases contained in current CBA's covered by other union organizations or received by non-bargaining staff. This also does not include any performance-based increases awarded to other groups of employees under a proposal similar to Management Proposal "Enrollment & Student Incentives Compensation", as such increases differ based on the number of employees in the affected class or unit, or court-ordered or otherwise imposed wage increases.

~~Throughout the course of the agreement, the hiring rate for the unit classifications shall be as follows. At the completion of the probationary period, the employee's rate shall be increased to the minimum base rate for non-probationary employees as described above.~~

~~Hiring Rate~~

~~HVAC Tech Maintenance Tech~~

~~Landscape & Grounds Tech.~~

~~\$20.62/hr.~~

~~\$17.79/hr.~~

~~\$15.97/hr.~~

### **Fact-Finder's Recommendation Article 8, Compensation:**

The Union has proposed several changes to Article 8. The first is the elimination of lump sum payments that were made under the previous CBA. The Union contends that they took the lump sum payments in lieu of a general wage increase because Management stated that they could not afford a pay wage rate increase. Other bargaining units, however, were granted a wage rate increase. The Union proposed an additional tier of longevity pay for employees with 25 years of service or more. This apparently is agreeable to Management since it is a part of their proposal. The Union also proposed eliminating minimum and hiring rates and proposed only to increase the pay rate for HVAC Tech. Their reasoning for this increase was based on IUOE Local 20's market

survey (Union Tab 11) which showed an average rate of \$29.33 for this type of worker, which is higher than their current \$23.04 and still higher than their proposal of \$24.94. Lastly, the Union proposed a clause whereby all IUOS Local 20 bargaining unit members would receive an increase if Management increased the wage rates of another group of employees. A schedule of rates was proposed in Section E of Article 8.

Management proposed no wage increase but instead included a reopener clause effective October 12, 2019. The reasoning is that the College's fiscal situation has been in decline since 2012. The Fiscal Summary dated September 27, 2018, shows consecutive losses since fiscal year 2015, student credit hours have declined, and revenue is projected to decline by \$3.6 million (Management Exhibit C). Management did include a "me too" clause providing that if the College voluntarily implemented any salary increase for another bargaining unit or broad class of non-bargaining employees, then the same increase amount/percentage would be implemented for IUOE Local 20 members. Also, Management proposed a performance-based compensation plan whereby a pool of money is allocated among bargaining unit members should the College attain certain performance metrics as outlined in Management Exhibits D-1 and D-2.

This Fact Finder reviewed all the information presented including the financial conditions of the College as well as the bargaining history with other units within the College. Criteria established by ORC were also considered in making this recommendation.

To begin with Section A, both Parties already agreed to eliminate language which deals with lump sum payments and this Fact Finder concurs. This Fact Finder also recommends including in Section A the reopener language as follows:

*The Union or the College may reopen Article 8 for the purpose of negotiating basic hourly rates to be effective on October 12, 2019. This Article will be reopened for such purpose only if either party notifies the other in writing at least sixty (60) calendar days prior to October 12, 2019 that it desires to reopen the Article. Failing receipt by either party of such written notice prior to said sixty days, this Article shall continue in full force and effect until its expiration date.*

With the elimination of the lump sum payments, the reopener proposed by Management presents the Union with the opportunity to bargain wages/benefits in the event the financial condition of the college improves. Additionally, this clause was accepted by several other bargaining units within the college creating parity among the groups.

In Section B, both Parties agreed to add another step of service and this Fact Finder recommends adding the following language as the last step:

*25 years of service - \$.90*

In Section C, it is recommended that it remain CCL. There was not enough discussion to support a change in language as was proposed by Management.

In Section D, a Memorandum of Understanding (Management Exhibit E) is already incorporated into the language of both Parties. The MOU changed the titles of jobs and updated pay rates. The Union is proposing an additional rate increase for the category of HVAC Tech from \$23.04 to \$24.94. This is an 8% increase. The Union, however, presented sufficient data to support this increase. The market rate survey, which was performed in accordance with Appendix 3 of the CBA and was not objected to by Management, showed an average rate of \$29.33. The Union is asking for a rate still well below the average. In discussions with the Parties, it also became apparent that this position has been difficult to fill. Therefore, the Fact Finder is recommending the wage increase for HVAC Tech, effective upon ratification of the contract.

Both Parties included language for a “me too” clause. Additionally, the Union proposed a wage rate to be implemented if the “me too” clause was invoked. This Fact Finder cannot recommend a specific wage rate which would be implemented regardless of what other bargaining units received. Management proposed that if the College voluntarily implements any salary increase for another bargaining unit or class of non-bargaining employees, the same increase amount/percentage would be implemented for IOUE Local 20. The same increase for all would once again create parity among unions. Also, Management’s proposed language is similar to the language used with other bargaining units in the College and explicitly addresses which increases are applicable. This Fact Finder therefore recommends its inclusion. See below for the recommended edit.

*D. Rates*

*Throughout the course of the agreement, the minimum base rate in the unit classification shall be as follows:*

*Effective Upon Ratification:*

<i>HVAC Tech</i>	<i>\$24.94</i>
<i>Facilities 1</i>	<i>\$23.04</i>
<i>Facilities 2</i>	<i>\$19.64</i>

*If during the term of this Agreement, the College voluntarily implements any salary increase for another bargaining unit or broad class of non -bargaining employees, then the same increase amount/percentage would be implemented for the*

*bargaining unit members. This does not include any previously negotiated increases contained in current CBA's covered by other union organizations or received by non-bargaining staff. This also does not include any performance-based increases awarded to other groups of employees under a proposal similar to Management Proposal "Enrollment & Student Incentives Compensation", as such increases differ based on the number of employees in the affected class or unit, or court-ordered or otherwise imposed wage increases.*

Management's proposal for Section D references "Management's proposal 'Enrollment & Student Incentives Compensation'" (Management Exhibits D-1 and D-2 dated September 27, 2018). This program provides financial incentives for bargaining unit members if the College reaches its institutional goals. This Fact Finder recommends the inclusion of the language from Exhibits D-1 and D-2. This provides an opportunity for the Union to obtain an increase in compensation over the next two years.

### **Article 9: Hours of Work, Overtime, and Work Assignments**

#### **Union's position:**

##### A. Work Week:

The work week is defined as five (5) consecutive days and forty (40) hours. Eight (8) hours ~~(excluding one-half hour of non-paid lunch)~~ shall constitute a work day and forty (40) hours a work week. The pay period is defined as beginning on Sunday and ending on Saturday. The normal work week is Monday through Friday. Determination of the starting time of daily and weekly work schedules shall be made by the College. Except in an emergency situation or where a temporary schedule change could not reasonably have been anticipated, no temporary or permanent schedule changes will be made without giving the employee(s) and IUOE Office/Business Manager ten (10) working days' notice. Selection of shift assignment within a classification when a vacancy occurs shall be by seniority.

- (1.) Overtime Definition: Overtime will be paid for all hours worked in excess of forty (40) hours in a work week. In a week in which a paid holiday (as defined in Article X) occurs, overtime will be paid for all hours worked in excess of thirty-two (32) hours in a work week. For purpose of determining hours worked in a week, paid vacation, sick leave, and personal time taken will be included.

(2.) Overtime Calculation: One and one-half times the regular hourly rate of pay will be paid for eligible hours worked after 40 hours have previously been worked in the week ~~and if~~ two times the regular hourly rate of pay (double time) will be paid for any hours worked on Sunday and Holiday listed in Article 10, or for any eligible hours worked after 48 hours have previously been worked in the week, ~~this includes Sundays and Holidays.~~

- B. Overtime assignments shall be made by management and no overtime shall be paid without first having been approved by management.
- C. Overtime Assignment: Overtime will be offered to employees in the bargaining unit beginning with the members having the least overtime in the classification. Overtime refused by a bargaining unit member will be considered overtime worked for the purpose of calculating overtime equalization. For the purposes of this paragraph, overtime that could not be offered due to the fact that the College's good faith efforts to reach the employee were not successful shall be considered as overtime refused. Overtime refused by all bargaining unit members within a classification shall be offered or assigned to bargaining unit members within the classification on a rotating basis in reverse order of seniority and then offered to subcontractors. Overtime refused by bargaining members can be assigned, on a mandatory basis, to the required number of employees in reverse order of seniority on a rotating basis.
- D. In the event of an emergency where the appropriate classified employee is unavailable for overtime or the expected work load is greater than the available work force, the employer may utilize the assistance of other College employees. Request for assistance will start with the employee lowest in total overtime hours within other classifications covered by this agreement. If the utilization of other classifications within the bargaining unit is not adequate, the employer may offer bargaining unit overtime to other IUOE employees employed by the College. It is understood that employees outside of the classification in which the work is normally performed shall not perform any skilled craft work.

For the purpose of ensuring rapid response and adequate staffing during periods of inclement weather, the provisions of Article 9: relating to overtime assignment shall be suspended during the applicable period of inclement weather and be replaced by the below-listed procedure.

#### 1. Commencement

The snow and/or ice plan shall commence as approved by the VP of Administration or designee. The commencement of a snow day schedule shall not require a shift change notice. All unit members prior to

January 1 of each year, a snow crew will be selected for the purpose of keeping the campus safe and operational are subject to snow crew assignments unless a member is subject to physician authorized restrictions on such duty. (Such work restrictions must be provided in writing by the employee's physician and provided to the Human Resources Office.)

during a snow and/or ice event. All IUOE 2 bargaining unit members are eligible to apply for selection to this crew. Once selected the snow crew members shall serve for a calendar year.

## 2. Operations

- a. Once selected to the snow crew, call-back procedures will be set forth in the IUOE contract, Article 9, sections E through H.
- b. Overtime will be paid according to the IUOE contract, Article 9 sections A through D.
- c. If the snow and/or ice plan shift is terminated during an employee's regular shift, the employee should continue their regular hours, unless permission is granted by the supervisor/manager.

## 3. Safety

The "College" will provide each snow and/or ice crew member with the equipment, supplies, and safety apparel necessary to perform the assignments given.

- E. On-Call Pay: All members of the bargaining unit will be assigned on-call duty for periods when they are not physically at work. Such assignments will be rotated weekly among all employees of the unit. When assigned to on-call, employees shall carry a pager or such other communication device as the College may determine and shall be compensated at a rate of one hour of overtime per 24 period. ~~An on-call period will start at 12 a.m. and end at 12 p.m. \$0.85 per hour or those hours that may be designated as on-call.~~ On-call employees shall be required to respond within 15 minutes of a call from the College and report to work within one and one-half (1 1/2) hours of the response to the call, under the provisions of Article 9, Section F. Should the employee encounter unforeseen circumstances that would prevent the meeting of the reporting timeline, he/she shall immediately notify the supervisor. Failure to respond and/or report in accordance with the above timelines shall subject the employee to progressive discipline. The employee shall not receive on-call pay for hours actually spent at work or for hours paid as a result of a call-back guarantee. If an employee calls

in sick on the day an on-call assignment is to begin, the on-call duty will be reassigned to another employee who may volunteer for the assignment. If there are no volunteers to cover the absent employee's on-call assignment, the supervisor shall assign an employee to cover the on-call assignment. Failure to cover an on-call assignment shall subject the employee to progressive discipline.

In the case of unique circumstances, when specific or specialized expertise may be required to resolve an on-call issue, the Supervisor shall have the discretion to call in a specific unit member who is uniquely qualified to resolve the matter, regardless of whether that employee is on-call.

- F. Work Assignments: Cincinnati State reserves the right to make work assignments, to change work assignments, and to determine the time and frequency of tasks to be performed by bargaining unit members.
- G. Lunch Period and Breaks: Employees shall receive two (2) paid breaks, consisting of fifteen (15) minutes each, for each work day. The first break is to be taken during the first four (4) hours of the work day and the second break is to be taken during the second four (4) hours of the work day. Employees shall receive one half-hour non-paid lunch period. Essential personnel required to respond during their unpaid lunch break will be compensated for the response time or provided additional lunch time (in the amount of response time taken from lunch time), at the choice of the employee. Employees shall not be permitted to eat and drink in areas where such activity is prohibited.
- H. Call Back: Whenever an employee is called into work at a time other than the regular work schedule thereby necessitating additional travel to and from work, the employee shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay. It is understood that any extra work performed prior to the start of the regular shift or following the end of the regular shift so that no extra travel to and from work is required will be paid at the appropriate straight time or overtime rate and will not entitle the employee to the four (4) hour guarantee for extra pay.
- I. Compensatory Time: An employee may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate, at a time mutually convenient to the employee and administrative supervisor. Any comp time must be used within a thirty (30) calendar day period, if not, it will be paid out at the next applicable payroll period.
- J. All unit member employees shall be subject to routine on-call duty assignment, routine snow/inclement weather assignment, and preventative maintenance duties. Job descriptions of unit members shall be revised to include said responsibilities and duties and that each employee agrees to accept and abide by the revised job

description.

**Management's position:**

**A. Work Week**

The work week is defined as five (5) consecutive days and forty (40) hours. Eight (8) hours (excluding one-half hour of non-paid lunch) shall constitute a work day and forty (40) hours a work week. The pay period is defined as beginning on Sunday and ending on Saturday. The normal work week is Monday through Friday. Determination of the starting time of daily and weekly work schedules shall be made by the College. Except in an emergency situation or where a temporary schedule change could not reasonably have been anticipated, no temporary or permanent schedule changes will be made without giving the employee(s) and IUOE Office/Business Manager ten (10) working days' notice. Selection of shift assignment within a classification when a vacancy occurs shall be by seniority.

(1.) Overtime Definition: Overtime will be paid for all hours worked in excess of forty (40) hours in a work week. In a week in which a paid holiday (as defined in Article X) occurs, overtime will be paid for all hours worked in excess of thirty-two (32) hours in a work week. For purpose of determining hours worked in a week, paid vacation, sick leave, and personal time taken will be included.

(2.) Overtime Calculation: One and one-half times the regular hourly rate of pay will be paid for eligible hours worked after 40 hours have previously been worked in the week. Two times the regular hourly rate of pay (double time) will be paid for and hours worked on Sunday, any Holiday list in Article 10, or for any eligible hours worked after 48 hours have previously been worked in the week.

B. Overtime assignments shall be made by management and no overtime shall be paid without first having been approved by management.

C. Overtime Assignment: Overtime will be offered to employees in the bargaining unit beginning with the members having the least overtime in the classification. Overtime refused by a bargaining unit member will be

considered overtime worked for the purpose of calculating overtime equalization. For the purposes of this paragraph, overtime that could not be offered due to the fact that the College's good faith efforts to reach the employee were not successful shall be considered as overtime refused. Overtime refused by all bargaining unit members within a classification shall be offered or assigned to bargaining unit members within the classification on a rotating basis in reverse order of seniority and then offered to subcontractors. Overtime refused by bargaining members can be assigned, on a mandatory basis, to the required number of employees in reverse order of seniority on a rotating basis.

D. In the event of an emergency where the appropriate classified employee is unavailable for overtime or the expected work load is greater than the available work force, the employer may utilize the assistance of other College employees. Request for assistance will start with the employee lowest in total overtime hours within other classifications covered by this agreement. If the utilization of other classifications within the bargaining unit is not adequate, the employer may offer bargaining unit overtime to other IUOE employees employed by the College. It is understood that employees outside of the classification in which the work is normally performed shall not perform any skilled craft work. For the purpose of ensuring rapid response and adequate staffing during periods of inclement weather, the provisions of Article 9, relating to overtime assignment shall be suspended during the applicable period of inclement weather and be replaced by the below-listed procedure.

#### 1. Commencement

The snow and/or ice plan shall commence as approved by the EVP of Administration or designee. The commencement of a snow day schedule shall not require a shift change notice. ~~Prior to January 1 of each year, a snow crew will be selected for the purpose of keeping the campus safe and operational during a snow and/or ice event.~~ **All IUOE 2 bargaining unit members are subject to snow crew assignments unless a member is subject to physician authorized restrictions on such duty. (Such work restrictions must be provided in writing by the employee's physician and provided to the Human Resources Office.)** ~~eligible to apply for selection to this crew.~~

~~Once selected the snow crew members shall serve for a calendar year.~~

1. Operations

~~a. Once selected to a snow crew, e~~ Call-back procedures will be set forth in the IUOE contract, Article 9, sections E through H.

b. Overtime will be paid according to IUOE contract, Article 9, sections A through D.

c. If the snow and/or ice plan shift is terminated during an employee's regular shift, the employee should continue their regular hours unless permission is granted by the supervisor/manager.

2. Safety

The "College" will provide each snow and/or ice crew member with the equipment, supplies, and safety apparel necessary to perform the assignments given.

~~E. On-Call Pay: At the discretion of management,~~ **All** members of the bargaining unit **will be assigned** ~~may be designated to be on-call~~ **duty** for periods when they are not physically at work. **Such assignments will be rotated weekly among all employees of the unit. When assigned to** on-call, employees shall carry a pager (or such other communication device as the College may determine) and shall be compensated at a rate of \$1.00 per hour for those hours that they are designated as on -call. On- call employees shall be required to respond within 15 minutes of a call from the College and report to work within one and one-half (1 1/2) hours of the response to the call, under the provisions of Article 9, Section F. Should the employee encounter unforeseen circumstances that would prevent the meeting of the reporting timeline, he/she shall immediately notify the supervisor. Failure to respond and/or report in accordance with the above timelines shall ~~cause the employee to forfeit the on-call pay for that on-call period and shall~~ subject the on-call employee to progressive discipline. The employee shall not receive on-call pay for hours actually spent at work or for hours paid as a result of a call-back guarantee. If an employee calls in sick on the day an on-call assignment is to

begin, **the on-call duty will be re- assigned to another employee who may volunteer for the assignment. If there are no volunteers to cover the absent employee's on-call assignment, the supervisor shall assign an employee to cover the on-call assignment. Failure to cover an on-call assignment shall submit the employee to progressive discipline.** ~~the employee, when calling off for the day, must notify the supervisor as to his/her availability for the on-call assignment. Failure to so notify the supervisor will result in the re-assignment of the on-call duty to another employee. Also at the discretion of management, bargaining unit members not designated as on-call employees may be issued pagers (or other communication devices) for the purpose of allowing management to contact them and offer overtime or call back time. Such employees shall not receive on-call pay and their response to the offer shall be voluntary.~~

**In the case of unique circumstances, when specific or specialized expertise may be required to resolve an on-call issue, the supervisor shall have the discretion to call in a specific unit member who is uniquely qualified to resolve the matter, regardless of whether that employee is on-call.**

F. Work Assignments: Cincinnati State reserves the right to make work assignments, to change work assignments, and to determine the time and frequency of tasks to be performed by bargaining unit members.

E. Lunch Period and Breaks: Employees shall receive two (2) paid breaks, consisting of fifteen (15) minutes each, for each work day. The first break is to be taken during the first four (4) hours of the work day and the second break is to be taken during the second four (4) hours of the work day. Employees shall receive one half-hour non-paid lunch period. Essential personnel required to respond during their unpaid lunch break will be compensated for the response time or provided additional lunch time (in the amount of response time taken from lunch time), at the choice of the employee. Employees shall not be permitted to eat and drink in areas where such activity is prohibited.

F. Call Back: Whenever an employee is called into work at a time other than the regular work schedule thereby necessitating additional travel to and from work, the employee shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay. It is understood that any extra worked performed prior to the start of the regular shift or following the end of the regular shift so that no extra

travel to and from work is required will be paid at the appropriate straight time or overtime rate and will not entitle the employee to the four (4) hour guarantee for extra pay.

G. Compensatory Time:

An employee may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate, at a time mutually convenient to the employee and administrative supervisor. Any comp time must be used within a thirty (30) calendar day period, if not, it will be paid out at the next applicable payroll period.

### **Fact-Finder's Recommendation on Article 9: Compensation**

In Section A, The Union has proposed a half hour paid lunch. With the current financial position of the College, this Fact-Finder is denying this proposed change. The Union also proposed changes to A (2) but after further discussion the Parties reached an understanding that the CCL met the concern tht the Union had for overtime calculation. This Fact Finder recommends CCL for Section A.

No changes were proposed for Sections B and C so they will remain CCL.

The Parties have a tentative agreement on Section D (1) Commencement and on Section D (2) Operations. Section (3) Safety is CCL.

In Section E, this Fact Finder is recommending acceptance of Management's language changes. Additionally, it is recommended that the compensation amount for those deemed on call would go from \$.85 per hour to \$1.00 per hour. The additional compensation is provided due to the restrictions upon an employee's personal time imposed by on-call status. The Union's proposal increasing a member's response time to an on-call request from 15 minutes to 30 minutes is denied. An on-call situation is due to an unusual or emergency circumstance that needs to be addressed, and fifteen minutes is a reasonable amount of time for an employee to respond since they are on-call. They are allotted one and one-half (1 ½) hours to report to work after the response so fifteen minutes should be a fair time in which to phone in. The Union had proposed adding a time parameter for the on-call period of 12 a.m. to 12 p.m. No substantive justification was presented to warrant that change. Its inclusion is rejected. Section E shall read as follows:

*E. On-Call Pay: All members of the bargaining unit will be assigned on-call duty for periods when they are not physically at work. Such assignments will be rotated weekly among all employees of the unit. When assigned to on-call, employees shall carry a pager (or such other communication device*

*as the College may determine) and shall be compensated at a rate of \$1.00 per hour for those hours that they are designated as on-call. On-call employees shall be required to respond within 15 minutes of a call from the College and report to work within one and one-half (1 1/2) hours of the response to the call, under the provisions of Article 9, Section F. Should the employee encounter unforeseen circumstances that would prevent the meeting of the reporting timeline, he/she shall immediately notify the supervisor. Failure to respond and/or report in accordance with the above timelines shall subject the on-call employee to progressive discipline. The employee shall not receive on-call pay for hours actually spent at work or for hours paid as a result of a call-back guarantee. If an employee calls in sick on the day an on-call assignment is to begin, the on-call duty will be re-assigned to another employee who may volunteer for the assignment. If there are no volunteers to cover the absent employee's on-call assignment, the supervisor shall assign an employee to cover the on-call assignment. Failure to cover an on-call assignment shall submit the employee to progressive discipline. In the case of unique circumstances, when specific or specialized expertise may be required to resolve an on-call issue, the supervisor shall have the discretion to call in a specific unit member who is uniquely qualified to resolve the matter, regardless of whether that employee is on-call.*

Sections F, G, H, I and J will remain CCL.

## **Article 10: Benefits**

### **Union's Position:**

#### **A. Cafeteria Benefits Plan**

The College shall provide a "Cafeteria" style benefit plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to "purchase" the following benefits during the duration of the Contract:

**90 percent of the cost of health insurance coverage as of January 1, 2019;**

~~a. 90 percent of the cost of health insurance coverage as of January 1, 2016; 88 percent of the cost of health insurance coverage as of January 1, 2017; 86 percent of the cost of health insurance as of January 1, 2018;~~

~~b. a. the total cost of the current dental plan coverage;~~

~~c. b. the total cost of vision plan coverage~~

- d. c. the total cost of the Employee Assistance Program;
- e. d. the total cost of current short-term disability coverage for the employee only; and,
- f. e. The total cost of basic group life insurance coverage, for the employee only, at one and one-half (1/2) times annual salary with a minimum of \$25,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.

The College shall provide only health insurance benefits to same-sex domestic partners of employees, as defined in the definition of same-sex domestic partners included in this Agreement as Appendix II. It is agreed that the addition of domestic partner benefits shall be for the sole purpose of providing health insurance coverage for the domestic partner and will in no way effect the status of the employee as it relates to single vs. family status for the purpose of qualifying for a higher payout of dollars when the employee elects to waive the health insurance coverage.

Effective January 1, 2016, newly hired employees will no longer receive cash for the waiver of health care coverage.

The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums for the above Insurance based on either the single or family coverage as eligible.

Should any bargaining unit employee choose a total package of benefits that exceeds the benefit plan dollars allocated (i.e., an alternative health care plan) the employee must pay the difference through payroll deduction.

A bargaining unit employee may revise his or her election upon a change of family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars which he or she may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly). However, the amount of premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed, for the term of this agreement, at ~~\$154.38~~ **\$262.43** bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and bi-weekly for a family eligible employee taking single coverage. An employee waiving health insurance coverage must show evidence of health insurance coverage from another source. An employee may not decline coverage in the Employee Assistance Program and must select some form of the vision plan.

All bargaining unit employees are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for unreimbursed medical expenses and/or child and dependent care charges with pretax dollars.

The College retains the right to choose the Insurance carriers or to change carriers, as long as the insurance coverage *is* roughly comparable.

## B. Holidays

1. Employees working on holidays (as defined by this agreement) shall receive eight hours pay at their normal hourly rate plus one and one-half times their normal hourly rate for hours worked.
2. For purposes of this collective bargaining agreement, the following shall be considered holidays: Independence Day; Veteran's Day; Thanksgiving Day; the Day before Thanksgiving; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; and Labor Day.
3. For purposes of this collective bargaining agreement, the day recognized by the College as the official holiday shall be the day for which holiday pay shall be paid to any member of the bargaining unit who is required to work on that day.
4. The staff shall observe College closed off days. If a bargaining unit member is called into work on a college closed off day, that employee shall have the option of being paid time and one-half for the hours worked or of receiving comp time at time and one-half the hours worked. The employee shall make his or her designation on the day of the overtime occurrence.

## C. Vacations

~~After 1 full year of service — 80 hours per year~~  
~~After 5 full years of service — 120 hours per year~~  
~~After 10 full years of service — 160 hours per year~~

All members having less than 10 years of service will receive 160 hours of vacation per year. Members with 10 or more years of service will receive 200 hours of vacation per year.

Vacation must be taken in no less than one hour increments.

In order to receive holiday pay, an employee must perform work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday except in case of approved and scheduled time off. The College will require proof of any illness occurring the day before or after any holiday where there is a claim for paid time off.

All vacation will be requested in writing by the employee and signed and returned to him or her by his or her supervisor. No vacation shall be taken without prior written approval of his or her supervisor.

Under normal circumstances, vacation requests of one week or more shall be submitted at least two weeks in advance. Vacation requests of less than one week should be submitted at least one week in advance. However, the supervisor is not precluded from approving vacation requests upon shorter notice if he or she chooses.

Earned vacation at termination will be paid upon termination according to College current policy

Earned vacation at retirement will be paid upon retirement according to College current policy. Vacation time shall be cumulative to a maximum of three times the annual allowance.

#### D. Sick Leave

Members of the bargaining unit shall receive a total of twelve (12) sick days per fiscal year. Such allocation will be made at the beginning of each College fiscal year. Both the College and the Union acknowledge that sick leave shall be used only because the employee is sick, injured, or has an FMLA qualifying event. Sick leave is not to be used as vacation and the use of sick leave as vacation will subject bargaining unit members to discipline. Conversely, as per Section C of this Article, vacation time can only be used with the prior written approval of the supervisor; therefore, vacation time shall not be used as sick leave. Furthermore, both the College and the Union recognize that abuse or suspicious use of sick leave (i.e., specific days of the week, persistent patterns of continual use, days following or preceding other off days, absence following overtime worked, maintaining zero or near zero balances, etc.) could subject an employee to disciplinary action.

Employees out on sick leave for more than ~~three (3)~~ five (5) days must present a medical clearance from his or her doctor upon their return to work. However, once an employee has been disciplined for abuse or suspicious use of sick leave, the College may require that employee to provide medical documentation for each incident of sick leave use, regardless of length, for a period of twenty-four (24) months from the date of the discipline. Such medical clearance shall include a statement that the employee is specifically excused from work on a

given date(s), the date(s) for which the employee is excused; the date the employee is cleared to return to work, and any applicable physical restrictions. Failure to provide such medical clearance will result in denial of sick leave benefits and could result in disciplinary action.

Once an employee exhausts his or her sick leave, any additional time taken off due to sickness shall be deducted from the employee's personal leave balance. An employee who provides acceptable medical certification as defined above shall not be subject to progressive disciplinary actions until the employee has exhausted all sick leave, personal leave, and all leave and/or remedies available under the law (e.g., ADA, FMLA), subject to patterns of suspicious use of sick leave. Any additional absences, even if supported by medical certification, will subject the employee to progressive disciplinary action.

Members of the bargaining unit who are sick shall notify their supervisor (or the supervisor's designee, who shall be another member Of management or a member of the divisional clerical staff) as soon as possible, but in no event later than the beginning of the employee's shift, unless circumstances are such that it would be impossible to so notify the supervisor or the supervisor's designee (i.e., sudden, life-threatening illness, injury, etc.). The employee calling in must either speak directly to or leave a voice message with the supervisor (or the supervisor's designee). Failure to provide proper notice will result in denial of sick leave benefits and could result in disciplinary action.

Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may convert accumulated sick leave up to a maximum of thirty (30) days at the rate of one (1) day for every three (3) days of sick leave into a lump sum payment upon the effective official day of retirement. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as .00384 times the employee's current annual salary times the number of eligible days.

Persons employed after January 1, 1988, shall be eligible to cash in sick leave only if they formally retire per the regulations of SERS and are eligible to draw benefits from the system. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed at .00384 times the employee's most recent annual salary times the number of eligible days.

#### E. Personal Days

Members of the bargaining unit shall receive ~~three (3)~~ five (5) personal days

per fiscal year, Except when an emergency occurs that makes it impossible for an employee to obtain his supervisor's advance permission, personal days may only be used with the supervisor's advance permission, which shall not be unreasonably withheld. At the end of the fiscal year, any unused personal days shall convert to sick leave.

#### F. Parking

Campus parking shall be provided free of charge for all bargaining unit members within assigned staff parking areas and with an approved Cincinnati State parking permit .

#### G. Uniforms

Bargaining unit members shall be provided uniforms by the College. The College shall pay the full rental cost of the uniforms and shall provide uniform cleaning services. Uniforms shall consist of ten (10) shirts and pants cleaned on a rotating basis. Two hats or visors will be provided to each unit member annually. Five (5) T-shirts will be provided to each unit member once every two years. Employees who are provided uniforms are required to wear the uniforms whenever on duty at the College. The wearing of hats or visors on duty is optional, but when hats or visors are worn on duty, they must be issued uniform hats or visors. T-shirts are permissible only in shop areas and outdoors and must be in presentable condition. Regular uniform shirts must be worn in all indoor public areas. In the event that these uniform regulations need to be changed due to a Campus special event, the members of the bargaining unit will be so notified as soon as possible.

Upon termination of employment for any reason, employees are required to turn back in to the College any uniform items in their possession. Employees who fail to do so shall have the cost of the un-returned uniform items deducted from their final paycheck.

#### H. Safety Shoes

Each member of the bargaining unit shall be eligible for up to ~~\$150.00 each year~~ \$450 for the entirety of the contract in safety shoe reimbursements during the term of this Agreement, for the purchase of OSHA-approved ~~steel-toed safety toed~~, oil-resistant safety shoes. Once such shoes are obtained, employees will be required to wear them on the job.

#### I. Use of Facilities

Members of the bargaining unit shall be able to utilize the campus facilities, which include the library, the pool, the gym, and the weight room during non-

working hours when such facilities are open and staffed for general use by employees. An employee ID will be required. The gym shall be available for use by employees during the posted lunch period.

**Management's Position:**

A. Cafeteria Benefits Plan

The Parties acknowledge that the College is in the process of redesigning its health benefit plan for all employees at the College. The Union acknowledges that it has had the opportunity to participate in these discussions by virtue of its membership in the College's Benefits Committee. The effective date of the redesigned plan shall be January 1, 2019. Until that time, the status quo shall be maintained. The College agrees to involve up to three (3) bargaining unit designees in plan design meetings, benefit provider negotiations, and information sessions and it is acknowledged that these negotiations are confidential in nature.

The College retains the right to choose the insurance carriers, or to change carriers, and to alter the design of its benefits plan, including introducing multiple tiers of premiums, provided that, during the term of this Agreement, the cost share shall not exceed the percentages set forth below. However, during the term of this Agreement, the College is committed to maintaining levels of health insurance coverage roughly comparable to the network and services coverages provided under the current plan.

If during the term of this Agreement, the College makes a new health benefit plan available to another bargaining unit or broad class of non-bargaining employees, which is more favorable than the redesigned plan to be implemented on January 1, 2019, the College shall offer it as an option to the bargaining unit members to the fullest extent permitted by law.

The College shall provide a "Cafeteria" style benefit plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to "purchase" the following benefits during the duration of the Contract:

- a. ~~90 percent of the cost of health insurance coverage as of January 1, 2016; 88 percent of the cost of health insurance coverage as of January 1, 2017; 86 percent of the cost of the PPO health insurance plan or 100% of the cost of the High Deductible Health Plan (HDHP); as of January 1, 2018;~~
- b. the total cost of the current dental plan coverage;
- c. the total cost of vision plan A (basic) coverage
- d. the total cost of the Employee Assistance Program;
- e. the total cost of current short-term disability coverage for the employee only; and,
- f. The total cost of basic group life insurance coverage, for the employee only, at one and one-half (1/2) times annual salary with a minimum of \$25,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.

~~Effective January 1, 2016, newly hired employees will no longer receive cash for the waiver of health care coverage.~~

As of July 1, 2019, all current opt-out cash payments for waiving health insurance shall be reduced by 50%. As of June 30, 2020, no bargaining unit member shall be eligible for any opt-out cash payment for waiving health insurance.

The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums for the above insurance based on either the single or family coverage as eligible.

Should any bargaining unit employee choose a total package of benefits that exceeds the benefit plan dollars

allocated (i.e., an alternative health care plan) the employee must pay the difference through payroll deduction.

A bargaining unit employee may revise his or her election upon a **qualifying event**, ~~change of family in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they could otherwise be eligible will still receive the allocated benefit dollars which he or she may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly). However, the amount of premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed, for the term of this agreement, at \$154.3 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and bi-weekly for a family eligible employee taking single coverage..~~ **Waiver of any of these benefits must be made in writing and proof of health insurance. An employee waiving health insurance coverage must show evidence of health insurance coverage from another source must be provided. An employee may not decline coverage in the Employee Assistance Program. and must select some form of the vision plan.**

All bargaining unit employees are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for unreimbursed medical expenses and/or child and dependent care charges with pre-tax dollars.

The College retains the right to choose the insurance carriers or to change carriers, as long as the insurance coverage is roughly comparable.

B. Holidays

1. Employees working on holidays (as defined by this agreement) shall receive eight hours pay at their normal hourly rate plus one and one-half times their normal hourly rate for hours worked between **12:00 am and 11:59 pm on the holiday.**
2. For purposes of this collective bargaining agreement, the following shall be considered holidays: Independence Day; Veteran's Day; Thanksgiving Day; the Day before

Thanksgiving; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; President 's Day; Memorial Day; and Labor Day.

3. For purposes of this collective bargaining agreement, the day recognized by the College as the official holiday shall be the day for which holiday pay shall be paid to any member of the bargaining unit who is required to work on that day.
4. The staff shall observe College closed off days as determined by the Board of Trustees and/or the President or his/her designee. If a bargaining unit member is called into work on a college closed off day, that employee shall have the option of being paid time and one-half for the hours worked or of receiving comp time at time and one-half the hours worked. The employee shall make his or her designation on the day of the overtime occurrence.

C. Vacations

After 1 full year of service	80 hours per year
After 5 full years of service	120 hours per year
After 10 full years of service	160 hours per year

Vacation must be taken in no less than one-hour increments.

In order to receive holiday pay, an employee must perform work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday except in case of approved and scheduled time off. The College will require proof of any illness occurring the day before or after any holiday where there is a claim for paid time off.

All vacation will be requested in writing by the employee and signed and returned to him or her by his or her supervisor. No vacation shall be taken without prior written approval of his or her supervisor.

Under normal circumstances, vacation requests of one week or more shall be submitted at least two weeks in advance. Vacation requests of less than one week should be submitted at least one week in advance. However, the supervisor is not precluded from approving vacation requests upon shorter notice if he or she chooses.

Earned vacation at termination will be paid upon termination according to College current policy.

Earned vacation at retirement will be paid upon retirement according to College current policy. Vacation time shall be cumulative to a maximum of three times the annual allowance.

D. Sick Leave

Members of the bargaining unit shall receive a total of twelve (12) sick days per fiscal year. Such allocation will be made at the beginning of each College fiscal year. Both the College and the Union acknowledge that sick leave shall be used only because the employee is sick, injured, or has an FMLA qualifying event. Sick leave is not to be used as vacation and the use of sick leave as vacation will subject bargaining unit members to discipline. Conversely, as per Section C of this Article, vacation time can only be used with the prior written approval of the supervisor; therefore, vacation time shall not ~~ordinarily~~ be used as sick leave. **Any exception shall be at the discretion of Human Resources and consistent with the current Operations Manual.** Furthermore, both the College and the Union recognize that abuse or suspicious use of sick leave (i.e., specific days of the week, persistent patterns of continual use, days following or preceding other off days, absence following overtime worked, maintaining zero or near zero balances, etc.) could subject an employee to disciplinary action.

Employees out on sick leave for more than three (3) days must present a medical clearance from his or her doctor upon their return to work. However, once an employee has been disciplined for abuse or suspicious use of sick leave, the College may require that employee to provide medical documentation for each incident of sick leave use, regardless of length, for a period of twenty-four (24) months from the date of the discipline. Such medical clearance shall include a statement that the employee is specifically excused from work on a given date(s), the date(s) for which the employee is excused; the date the employee is cleared to return to work, and any applicable physical restrictions. Failure to provide such medical clearance will result in denial of sick leave benefits and could result in disciplinary action.

Once an employee exhausts his or her sick leave, any additional time taken off due to sickness shall be deducted from the employee's personal leave balance. An employee who provides acceptable medical certification as defined above shall not be subject to progressive disciplinary actions until the employee has exhausted all sick leave, personal leave, and all leave and/or remedies available under the law (e.g., ADA, FMLA; refer to the Employee Operations Manual for policies). ~~subject to patterns of suspicious use of sick leave.~~ Any additional absences, even if supported by medical certification, will subject the employee to progressive disciplinary action.

Members of the bargaining unit who are sick shall notify their supervisor (or the supervisor's designee, who shall be another member of management or a member of the divisional clerical staff) as soon as possible, but in no event later than the beginning of the employee's shift, unless circumstances are such that it would be impossible to so notify the supervisor or the supervisor's designee (i.e., sudden, life-threatening illness, injury, etc.). Said notification must specify the type of leave requested (i.e.: paid sick time, unpaid, etc.) which is subject to approval by the supervisor and/or Human Resources. The employee calling in must either speak directly to or leave a voice and/or text message with the supervisor (or the supervisor's designee). Failure to provide proper notice will result in denial of sick leave benefits and could result in disciplinary action.

Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may convert accumulated sick leave up to a maximum of thirty (30) days at the rate of one (1) day for every three (3) days of sick leave into a lump sum payment upon the effective official day of retirement. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as .00384 times the employee's current annual salary times the number of eligible days.

Persons employed after January 1, 1988, shall be eligible to cash in sick leave only if they formally retire per the regulations of SERS and are eligible to draw benefits from the system. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed at .00384 times the employee's most recent annual salary times the number of eligible days.

E. Personal Days

Members of the bargaining unit shall receive three (3) personal days per fiscal year, except when an emergency occurs that makes it impossible for an employee to obtain his/her supervisor's advance permission, personal days may only be used with the supervisor's advance permission, which shall not be unreasonably withheld. **In the case of emergency, employee requesting personal leave must notify his/her supervisor, or designee via phone call/ voicemail or text prior to the beginning of the employee's shift.** At the end of the fiscal year, any unused personal days shall convert to sick leave.

F. Parking

Campus parking shall be provided free of charge for all bargaining unit members within assigned staff parking areas and with an approved Cincinnati State parking permit.

G. Uniforms

Bargaining unit members shall be provided uniforms by the College. The College shall pay the full rental cost of the uniforms and shall offer uniform cleaning services on a rotating basis. Uniforms shall consist of ten (10) shirts and pants/shorts. Two hats or visors will be provided to each unit member annually. Five (5) T-shirts will be provided to each unit member once every two years. Employees who are provided uniforms are required to wear the uniforms whenever on duty at the College. The wearing of hats or visors on duty is optional, but when hats or visors are worn on duty, they must be issued uniform hats or visors. T-shirts are permissible only in shop areas and outdoors and must be in presentable condition. Regular uniform shirts must be worn in all indoor public areas. In the event that these uniform regulations need to be changed due to a Campus special event, the members of the bargaining unit will be so notified as soon as possible.

Upon termination of employment for any reason, employees are required to turn back in to the College any uniform items in their possession. Employees who fail to do so shall have the cost of the un- returned uniform items deducted from their final paycheck.

H. Safety Shoes

Each member of the bargaining unit shall be eligible for up to ~~\$-4450.00 for the entirety~~ each year of the contract ~~in safety shoe reimbursements during the term of this agreement,~~ for the purchase of OSHA- approved, safety toed, oil-resistant safety shoes. Once such shoes are obtained, employees will be required to wear them on the job.

I. Use of Facilities

Members of the bargaining unit shall be able to utilize the campus facilities, which include the library and, the fitness center during non-working hours including the employee's lunch period, when such facilities are open and staffed for general use by employees. An employee ID will be required.

**Fact Finder's Recommendation for Article 10, Benefits:**

The Union proposed several changes to the Benefits section. The first was to increase the Employer's share of the cost of health insurance coverage from 86% to 90% effective January 1, 2019. It was proposed to increase the number of vacation hours and personal days. Also, the Union proposed revising the provision whereby an employee is required to provide medical clearance following a sick leave of three days to a sickness of five (5) days.

Management proposed to keep the Employer contribution to healthcare at 86% and phased out over two years cash payments to those who waive health care coverage. Language was also proposed to allow Management to explore a redesign of its health benefit plan. Management would retain the right to choose or change insurance carriers and to alter the design of the plans as long as the cost share did not exceed the established percentages of cost. A "me too" clause was proposed so that if a new benefit plan is made available to other bargaining units or non-bargaining employees, the College would offer it to IUOE Local 20.

There are many complexities to Benefits, Article 10. This Fact Finder recognizes the issue of containing healthcare costs that the College faces and has reviewed the evidence put forth. Also taken into consideration must be the impact of some of the proposals on the salary of the bargaining unit members.

In Section A, this Fact Finder does not see the need to include the language proposed by Management referring to redesigning the healthcare plan since the deadline of January 1, 2019, has passed, and one would assume the plan has been determined. Because the structure of the plan has changed, no longer having a “cafeteria” style plan, the edits reflecting that are accepted. It is recommended that Management will continue to pick up 86% of the cost of the PPO health insurance plan and additionally will pay 100% of the cost of the High Deductible Health Plan (HDHP). In a review of SERB’s Health Insurance Report, the 14% employee contribution is in line with state averages. College and university employee contributions toward healthcare averages 13.9%-14.9%. Statewide, the average employee contribution ranges from 12.3%-13.4%. In the Cincinnati area, the average is 13.3%-14.7%. The biggest impact on Union members is the proposal to eliminate the opt-out cash payments for waiving health insurance. Management did, however, propose a gradual phase out that would pay members through June 30, 2020. Besides the cost factor, Management cited IRS draft regulations that could compromise the College’s compliance with provisions of the Affordable Care Act. Also, this benefit has not been available to new hires since January 1, 2016. This Fact Finder recommends that language. The recommended language is as follows:

*A. Benefits Plan*

*The College shall provide each eligible full-time employee the following benefits during the duration of the Contract:*

- a. 86 percent of the cost of the PPO health insurance plan or 100% of the cost of the High Deductible Health Plan (HDHP);*
- b. the total cost of the current dental plan coverage;*
- c. the total cost of vision plan A (basic) coverage*
- d. the total cost of the Employee Assistance Program;*
- e. the total cost of current short-term disability coverage for the employee only; and,*
- f. The total cost of basic group life insurance coverage, for the employee only, at one and one-half (1/2) times annual salary with a minimum of \$25,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.*

*As of July 1, 2019, all current opt-out cash payments for waiving health insurance shall be reduced by 50%. As of June 30, 2020, no bargaining unit member shall be eligible for any opt -out cash payment for waiving health insurance.*

*The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums for the above insurance based on either the single or family coverage as eligible.*

*Should any bargaining unit employee choose a total package of benefits that exceeds the benefit plan dollars allocated (i.e., an alternative health care plan) the employee must pay the difference through payroll deduction.*

*A bargaining unit employee may revise his or her election upon a qualifying event, in accordance with the terms of the plan. Waiver of any of these benefits must be made in writing and proof of health insurance from another source must be provided. An employee may not decline coverage in the Employee Assistance Program.*

*All bargaining unit employees are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for unreimbursed medical expenses and/or child and dependent care charges with pre-tax dollars.*

*The College retains the right to choose the insurance carriers or to change carriers, as long as the insurance coverage is roughly comparable.*

In Section B, Holidays, the Parties had come to a tentative agreement on the proposals put forth by Management. This Fact-Finder recommends those changes.

In Section C, the Union proposed that all members having less than 10 years of service would receive 160 hours of vacation per year. Members having more than 10 years of service would receive 200 hours of vacation per year. The increase is comparable to an additional week of pay. The Union did not provide any substantial rationale for changing the current vacation schedule. In light of the College's current financial status, this Fact Finder cannot recommend the change. Section C would remain CCL.

In Section D, the Union has proposed increasing from 3 to 5 the number of days of absence due to illness before an employee must present medical clearance to return to

work. This Fact-Finder recommends the proposed change. Three days of sickness may not be sufficient time to warrant a visit to a doctor. Management proposed several changes that were tentatively agreed to and reflected in the recommended language below:

*Members of the bargaining unit shall receive a total of twelve (12) sick days per fiscal year. Such allocation will be made at the beginning of each College fiscal year. Both the College and the Union acknowledge that sick leave shall be used only because the employee is sick, injured, or has an FMLA qualifying event. Sick leave is not to be used as vacation and the use of sick leave as vacation will subject bargaining unit members to discipline. Conversely, as per Section C of this Article, vacation time can only be used with the prior written approval of the supervisor; therefore, vacation time shall not ordinarily be used as sick leave. Any exception shall be at the discretion of Human Resources and consistent with the current Operations Manual. Furthermore, both the College and the Union recognize that abuse or suspicious use of sick leave (i.e., specific days of the week, persistent patterns of continual use, days following or preceding other off days, absence following overtime worked, maintaining zero or near zero balances, etc.) could subject an employee to disciplinary action.*

*Employees out on sick leave for more than five (5) days must present a medical clearance from his or her doctor upon their return to work. However, once an employee has been disciplined for abuse or suspicious use of sick leave, the College may require that employee to provide medical documentation for each incident of sick leave use, regardless of length, for a period of twenty-four (24) months from the date of the discipline. Such medical clearance shall include a statement that the employee is specifically excused from work on a given date(s), the date(s) for which the employee is excused; the date the employee is cleared to return to work, and any applicable physical restrictions. Failure to provide such medical clearance will result in denial of sick leave benefits and could result in disciplinary action.*

*Once an employee exhausts his or her sick leave, any additional time taken off due to sickness shall be deducted from the employee's personal leave balance. An employee who provides acceptable medical certification as defined*

*above shall not be subject to progressive disciplinary actions until the employee has exhausted all sick leave, personal leave, and all leave and/or remedies available under the law (e.g., ADA, FMLA; refer to the Employee Operations Manual for policies). Any additional absences, even if supported by medical certification, will subject the employee to progressive disciplinary action.*

*Members of the bargaining unit who are sick shall notify their supervisor (or the supervisor's designee, who shall be another member of management or a member of the divisional clerical staff) as soon as possible, but in no event later than the beginning of the employee's shift, unless circumstances are such that it would be impossible to so notify the supervisor or the supervisor's designee (i.e., sudden, life-threatening illness, injury, etc.). Said notification must specify the type of leave requested (i.e.: paid sick time, unpaid, etc.) which is subject to approval by the supervisor and/or Human Resources. The employee calling in must either speak directly to or leave a voice and/or text message with the supervisor (or the supervisor's designee). Failure to provide proper notice will result in denial of sick leave benefits and could result in disciplinary action.*

*Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may convert accumulated sick leave up to a maximum of thirty (30) days at the rate of one (1) day for every three (3) days of sick leave into a lump sum payment upon the effective official day of retirement. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as .00384 times the employee's current annual salary times the number of eligible days.*

*Persons employed after January 1, 1988, shall be eligible to cash in sick leave only if they formally retire per the regulations of SERS and are eligible to draw benefits from the system. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed at .00384 times the employee's most recent annual salary times the number of eligible days.*

In Section E, Personal Days, the Union had proposed five (5) personal days increased from three (3). This Fact-Finder rejects the language. This is a lost time pay benefit that during the current financial condition of the College is not feasible. The remainder of the language has been tentatively agreed upon. It reads as follows:

D. Personal Days

*Members of the bargaining unit shall receive three (3) personal days per fiscal year, except when an emergency occurs that makes it impossible for an employee to obtain his/her supervisor's advance permission, personal days may only be used with the supervisor's advance permission, which shall not be unreasonably withheld. In the case of emergency, employee requesting personal leave must notify his/her supervisor, or designee via phone call/ voicemail or text prior to the beginning of the employee's shift. At the end of the fiscal year, any unused personal days shall convert to sick leave.*

Sections F and G remain CCL.

Section H, Safety Shoes, was tentatively agreed to and reads as follows:

*Each member of the bargaining unit shall be eligible for up to \$450.00 for the entirety of the contract for the purchase of OSHA- approved, safety toed, oil-resistant safety shoes. Once such shoes are obtained, employees will be required to wear them on the job.*

Section I will remain CCL.

**Article 29: Duration**

**Union's Position:**

This agreement shall become effective on October 12 201~~5~~<sup>8</sup>, and shall continue in full force and effect until and including midnight of October 11, 20~~18~~<sup>19</sup> [date].

Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 201~~6~~<sup>9</sup>.

**Management's Position:**

This agreement shall become effective on October 12-~~2015~~, ~~2018~~, and shall continue in full force and effect until and including midnight of October 11, ~~2018~~ ~~2020~~..

Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

**Fact Finder's Recommendation on Article 29: Duration**

During the formal hearing the Parties tentatively agreed to accept Management's proposal. The agreement shall become effective October 12, 2018 and shall continue in full force and effect until and including midnight of October 11, 2020.

## **CERTIFICATE OF SERVICE**

The foregoing report was delivered via email on this the  
21 day of February, 2019, to  
Robert Mitchell, Esq. and Christopher E. Hogan, Esq.

*Jack Buettner*

Jack Buettner