

FINAL

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AGREEMENT

between

Cincinnati State
Technical and Community College

and

International Union of
Operating Engineers Local 20

Engineering, Maintenance & Grounds Unit

October 12, 2012 to October 11, 2015

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Agreement

This agreement is made and entered into effective 12th day of October, 2012, by and between the Cincinnati State Technical and Community College, hereinafter referred to as the "College," and the International Union of Operating Engineers, Local 20, hereinafter referred to as the "Union" and jointly referred to as the "Parties."

The Parties hereby agree as follows:

Article 1 Recognition

The College recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit described below:

- A. Included in the bargaining unit are: Lead Technicians, HVAC Technicians, Maintenance Technicians, and Landscape & Grounds Technicians.
- B. Union Representatives. The union representative shall be permitted reasonable access to work areas in order to conduct legitimate union business, but only with prior approval of the department supervisor. Time spent by the steward in grievance handling will be paid by the College provided such time is not abused. The union steward may use the photo copying machine located in the main Physical Facilities office at the same cost and under the same conditions as provided to students and non bargaining unit employees.

Article 2 Non-Discrimination

- A. The College is an equal opportunity employer. In all areas of personnel matters, including, but not limited to, initial employment, changes in status, and retention, the College, the Union and the members of the bargaining unit agree that they shall not discriminate against anyone for reasons including but not limited to, race, creed, color, age, gender, religion, national origin, physical or mental handicap or membership or non-membership in the Union, or lawful activity in support of or in opposition to the Union, or for exercising any rights under this Agreement.
- B. Union Membership or Activity. Neither the College nor the Union shall interfere with the right of employees covered by this agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status pursuant to O.R.C. 4117.03

Article 3 Joint Responsibilities and Employee Rights

- A. The College and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this agreement.
- B. The management of the College shall adhere to the provisions of this agreement.
- C. The Union, its officers, recognized representatives, bargaining unit members and other representatives shall adhere to the provisions of this agreement.
- D. In addition to the responsibilities that maybe expressly provided elsewhere in this agreement, the following shall be observed:
 - 1. There shall be no intimidation or coercion of bargaining unit members into joining the union or continuing their membership therein, or into not joining the union or discontinuing their membership therein.
 - 2. Bargaining unit members will not be permitted to engage in union activity during working hours except as expressly provided for in this agreement.

Article 4 Management Rights

- A. The College retains the sole and exclusive right to manage its operations, buildings, and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operation of the College.
- B. The right to manage the operations, buildings, plants and to direct the working force includes, but is not limited to, the following College management rights:
 - 1. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.
 - 2. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
 - 3. To manage and direct the employees of the College.
 - 4. To determine position qualifications consistent with the needs of the job.
 - 5. To hire, promote, transfer, assign or retain employees in positions within the College, and to determine the time and frequency of tasks to be

performed by bargaining unit members.

6. To suspend, ~~demote~~, discharge or take other appropriate disciplinary action against employees for just cause. "Just cause" would include but not be limited to the behavior listed in Article 12, Section F.
 7. To determine the size and composition of the work force, 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.
 8. To determine location of campuses, satellites, and other facilities and equipment of the College.
 9. To determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College.
 10. To determine the mission of the College and to efficiently fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any goods or services.
 11. 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.
 12. To determine job duties of employees, as they relate to the employee's designated responsibilities, to meet service needs of and for the college.
 13. Take action as may be necessary to carry out the mission of the College in emergencies.
 14. Determine the methods, means, and personnel by which operations are to be carried out.
- A. In addition, unless otherwise restricted by an express term of this agreement; all management rights are exclusively reserved by the College. The exercise of any enumerated or reserved management rights shall not be subject to negotiation with respect to such decision.
- B. Nothing contained herein shall give management the right to change wages, hours, terms and conditions of employment without first negotiating with the Union except as otherwise specified in the contract.

Article 5 Union Security and Check-Off

Right to Check-Off Procedures for Union Dues and Fair Share Fees:

A. Dues Check-Off

Upon written authorization of any employee covered in this Agreement, the College shall deduct from the employee's paycheck in biweekly amounts such dues, fees, and/or assessments as the Union may, from time to time, authorize in accordance with its constitution and bylaws.

B. PAC Fund

Upon written authorization of any employee covered in this agreement, the College shall deduct from the employee's paycheck the amount voluntarily authorized for IUOE Local 20 PAC Fund. Contributions shall be remitted to the union on a check separate from normal dues disbursements.

C. Fair Share

A. The Union and the College agree that, as a condition of employment, all members of the bargaining unit described in this Agreement who are not members of the Union shall pay to the Union a fair share representation assessment as determined by the Union, the amount of which fee shall not exceed the amount of dues, fees and assessments paid by members of the Union.

B. Beginning with the employee's first full paycheck, and on a regular biweekly basis, the College shall deduct from the paychecks of the members of the bargaining unit who are not members of the Union the amount of the fair share representation fee in accordance with Ohio Revised Code 4117.09(C).

C. Any member of the bargaining unit who for bona fide religious or historically held conscientious reasons that are in accordance with Ohio Revised Code 4117.09(C) objects to the payment of the fair share representation fee, may make a payment to a Cincinnati State Technical and Community College student scholarship fund or to another non-religious, tax-exempt charitable organization agreed upon by the Union.

D. Transmission of Funds

The College shall use its best efforts to transmit to the Union all of the deducted dues, fees, and/or assessments of the members of the Union and the fair share representation fees of the non-union members of the bargaining unit no later than the fifth (5th) day after the day on which the deduction was made.

Article 6 Grievance Procedure

A. Definition of Grievance

If a dispute arises over the interpretation or application of any specific provisions of this agreement, it shall be defined as a grievance and handled under the procedural steps as listed below. Any time period contained within the grievance procedure that requires action to be taken within a period of five days or less shall not include Saturdays, Sundays, holidays as defined in this agreement, or other days on which the College is closed. All time periods contained within the grievance procedure may be extended upon mutual agreement of the parties, which agreement shall not be unreasonably withheld. A grievance must be presented within ten (10) working days from the date of the occurrence giving rise to the grievance or from the date that the Union, having exercised due diligence, became aware or should have become aware of the occurrence.

B. Informal Step

The grievance shall be initially presented to the employee's immediate supervisor and/or department head within the timelines specified above. The supervisor and/or department head shall discuss the grievance with the grievant and issue a written response within five (5) days of the presentation of the grievance. The employee shall be entitled to Union representation at any meeting held for the purpose of discussing the grievance.

C. Formal Internal Step

Should the grievance not be satisfactorily resolved at the Informal Step, the Union, within five (5) days of its receipt of the response of the supervisor and/or department head, may submit the grievance to the Director of Labor and Employee Relations. Within ten (10) working days of his/her receipt of the grievance, the Director of Labor and Employee Relations or his/her designee shall convene a meeting to discuss the grievance with the Union and the grievant. Within ten (10) working days of this meeting, the Director of Labor and Employee Relations or his/her designee will conduct whatever investigation is necessary and issue a written response to the Union and the grievant unless this time is extended by mutual agreement. The timeline for Section D or G does not commence until the College responds to the formal internal step.

D. Grievance Mediation (Optional Step)

Should the grievance not be satisfactorily resolved at the Formal Internal Step, the Union may elect to attempt a resolution of the grievance through mediation. Such request shall be presented to the College within three (3) working days of the issuance of the response in the Formal Internal Step. Should the Union elect mediation, they shall contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. The mediator shall conduct mediation as soon as possible. Should mediation be elected, the

timeline for advancing the grievance to arbitration shall be held in abeyance until the completion of the mediation process.

E. Appeal to Arbitration

Should the grievance not be satisfactorily resolved at the Formal Internal Step or through mediation should mediation be elected, the Union may appeal the grievance to binding arbitration by, within thirty (30) calendar days of the issuance of the response in the Formal Internal Step or the completion of mediation, providing written notice to the Director of Labor and Employee Relations.

F. Arbitration Procedure

1. Should the grievance be appealed to arbitration, the Union shall, within seven (7) calendar days, request from the FMCS a panel of seven (7) arbitrators, specifying that said arbitrators be located as close to the Cincinnati areas as possible.
2. Within fourteen (14) calendar days of the receipt of the list of arbitrators, the College and the Union shall, by alternate striking of names, select an arbitrator from the list. A coin toss shall determine whether the Union or the College strikes from the panel first.
3. The arbitrator shall hold the hearing promptly and be requested to issue his/her decision within thirty (30) days after the record of the hearing (including briefs) is closed. In rendering a decision, the arbitrator shall be bound by the provisions for this agreement. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of those specific articles or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
5. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement.

6. The decision of the arbitrator shall be final and binding upon the Union, the College, and the employee.

Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of any witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

- Should either party cancel a scheduled arbitration that results in the assessment of any fees by the arbitrator, the party cancelling the arbitration shall pay the fees of the arbitrator. If a settlement is reached prior to arbitration and the arbitration hearing is jointly cancelled, the parties shall equally share the costs associated with the cancellation unless the settlement defines otherwise, at which time the terms of the settlement shall determine how the fees are paid.

Article 7 Employment outside the College

- A. Members of the bargaining unit may be employed outside of the College. Such activities must:
 - B. Not involve the use of information obtained from College sources that is not available to members of the general public pursuant to the Ohio Public Records Law;
 - C. Not create a conflict with the employee's responsibilities to the College or interfere with the individual's full-time responsibilities to the College or its students;
 - D. Not involve the use of facilities, equipment or material of the College; and
 - E. Not take advantage of a bargaining unit member's position with the College to sell goods or services to students of the College, or employees.

In the event that a member of the bargaining unit is employed outside the College on the date that this Agreement becomes effective, or at any time after the Agreement becomes effective, the employee shall notify their immediate supervisor and/or designee in writing of such employment and shall provide the College with such information concerning such part-time work as the College may reasonably request.

Article 8 Compensation

A. Wages

Effective May 1, 2013, members of the bargaining unit shall receive an \$850 non-base lump sum increase in pay.

Effective October 12, 2013, members of the bargaining unit shall receive a two percent (2%) increase in pay.

Effective October 12, 2014, members of the bargaining unit shall receive a two percent (2%) increase in pay.

B. Longevity Pay

All I.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

C. 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 1:30PM will be paid a shift differential of seventy-five cents (\$.75) per hour for all hours, including overtime, worked on such shift.

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, worked on such shift.

D. 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. 10/12/13	Eff. 10/12/14
HVAC Tech	\$22.32	\$22.77
Maintenance Tech	\$19.25	\$19.64
Landscape & Grounds Tech	\$17.28	\$17.63

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.

	<u>Hiring Rate</u>
HVAC Tech	\$20.62/hr.
Maintenance Tech	\$17.79/hr.
Landscape & Grounds Tech.	\$15.97/hr.

Article 9

Hours of Work, Overtime, and Work Assignments

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. Sick leave taken will not be included as time worked.

(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 two times the regular hourly rate of pay will be paid for 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
- E. On-Call Pay: At the discretion of management, members of the bargaining unit may be designated to be on call for periods when they are not physically at work. Such 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 \$.85 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 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.

- 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 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.

Article 10 Benefits

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:

- a. 92 percent of the cost of health insurance coverage as of July 1, 2013; the total cost of the current dental plan coverage;
- b. the total cost of vision plan coverage
- c. the total cost of the Employee Assistance Program;
- d. the total cost of current short-term disability coverage for the employee only; and,
- 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.

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 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and 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.

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

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 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) 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) 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 \$225.00 250.00 in safety shoe reimbursements during the term of this Agreement, for the purchase of OSHA-approved, steel-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.

Article 11 Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) signed into law on February 5, 1993 and became effective on August 5, 1993. Cincinnati State Technical and Community College is subject to and fully supports this legislation. The Director of Human Resources is responsible for the implementation, administration, and compliance with FMLA and policies established by the College that are affected by this legislation.

Leave Requirements

Eligible employees under FMLA are entitled to 12 work weeks of leave during any 12-month period. For example, if an eligible employee takes 12 weeks of leave beginning September 1, 1993 additional leave under FMLA is not available until a date 12 months after the leave period began- September 1, 1994.

Leave of absence under FMLA shall be granted for one or more of the following reasons:

- Due to the birth of the employee's child in order to care for the child.
- Due to the placement of a child with the employee for adoption or foster care.
- To care for the employee's spouse, child, or parent who has a serious health condition.
- Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

In cases where both spouses are employed by the College, FMLA provides that the aggregate amount of leave given to the spouses is 12 weeks if the leave is for birth or placement of an adopted or foster child or to care for a parent. Any leave of absence beyond that period will be considered under existing College policy.

The law defines a serious health condition as an illness, injury, impairment or mental condition that involves (1) inpatient care in a hospital or residential medical care facility, or (2) continuous treatment by a health care provider.

Spouse is defined as a husband or wife, as the case may be.

FMLA is gender neutral. Both women and men are entitled to take family leave, if otherwise eligible.

Paid Versus Unpaid Leave

An employee may request, or the College may require, that any accrued and accumulated paid leave for which an employee is otherwise qualified to receive under College policies may be substituted for all or any part of the unpaid 12-week leave mandated by FMLA. Any of the employee's accrued or accumulated vacation pay may be substituted.

An application for Family Leave (See Appendix 3) filed with the Director of Human Resources should state whether the employee requests that paid leave which he or she is eligible under College policies be substituted or unpaid leave provided under FMLA. Any final determination that the College will require substitution will be made by the Director of Human Resources as soon as possible after the Application for Family Leave is filed.

Notice of Leave

Filing of the Application for Family Leave form (available in the Human Resource office) with the Director of Human Resource shall be considered compliance with the notice required by FMLA. Where the necessity for leave is foreseeable, the employee will provide at least 30 day notice. If not foreseeable, the notice must be given as soon as possible.

Intermittent or Reduced Work Leave Schedule

Where a FMLA leave of absence is requested to care for a sick family member or due to the employee's own serious health condition, leave may be taken on an intermittent or on a reduced work schedule when medically necessary.

- Example: An employee's child is in an accident and will be home under a doctor's care for 2 weeks. The employee may elect to work on a reduced schedule for the 2 weeks.

Intermittent or reduced leave schedule will be permitted for the birth or placement of a child for adoption or foster care only if requested by the employee and the schedule requested is agreed by the employee's supervisor and the Director of Human Resources.

Certification of Need for Leave and Return to Work

Any leave request based on a family member or the employee's own serious health condition must be supported by certification of a health care provider in a reasonable time after requested by the College. An employee absent for three or more weeks must provide Human Resource with a certificate that the employee is able to resume work.

Employment and Benefits Protection

An employee who has exhausted accrued or accumulated sick pay, personal leave, and accrued or accumulated vacation pay may still be eligible for leave without pay, up to combined total of

12 weeks under FMLA or under College policy. During that 12-week period, if extended by the Board of Trustees, the employee will retain all College-provided fringe benefits, except for vacation and sick leave accrual and retirement contributions based on salary.

At the conclusion of a required or approved leave, the employee will be restored to this or her job or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Benefits accrued before the date leave began will not be lost.

FMLA Military Family Leave Provisions

The military family leave provisions of the Family and Medical Leave Act (FMLA) entitle eligible employees of covered employers to take FMLA leave for any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent or next of kin.

Qualifying Exigency Leave

A covered employer must grant an eligible employee up to 12 workweeks of unpaid, job-protected leave during any 12-month period for qualifying exigencies that arise when the employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty.

Covered active duty means:

For members of the Regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
For members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

Deployment to a foreign country includes deployment to international waters.

Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, or making financial or legal arrangements to address the military member's absence.

Military Caregiver Leave

A covered employer must grant an eligible employee up to a total of 26 work weeks of unpaid, job-protected leave during a "single 12-month period" to care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

A covered service member is either:

A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness, or

A veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member.

For a current service member, a serious injury or illness is one that may render the service member medically unfit to perform his or her military duties. For a veteran, a serious injury or illness is one that rendered the veteran medically unfit to perform his or her military duties or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

At the conclusion of a required or approved leave, the employee will be restored to his or her job or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Benefits accrued be p

Abuse of FMLA or College Policies on Leave of Absence

If an employee who has been granted a full-time leave fails to return to work upon expiration of the leave for any reason other than a verified illness, he or she will be deemed to have voluntarily resigned as of the date the employee fails to return to work.

An employee who begins working elsewhere during a leave, other than in a moonlighting position the employee had immediately prior to the commencement of the leave, will be subject to discipline up to and including termination.

Article 12 Discipline

A. Disciplinary Action

General Procedure for Disciplinary Action

General Philosophy:

The College believes in the principle of corrective action and follows the policy of progressive discipline. It is the College's position that supervisory efforts should be concentrated on preventing the occurrence of serious personnel problems rather than in disciplining employees for misconduct. It is desirable that all disciplinary questions be resolved at the lowest administrative level consistent with the scope of the problems and the rights of the employee. Nothing contained within this general philosophy statement is intended to limit the College's ability to impose discipline when deemed necessary. If disciplinary measures are imposed, it is essential that the following conditions are observed:

- The Human Resource Department is notified.
- Each problem is investigated thoroughly so that the facts of the situation are known.
- Any action taken is appropriate to the offense.
- The dignity of the employee is respected.
- The IUOE/Business Manager is notified.

The normal progressive disciplinary action will be a written reprimand, followed by suspension, and finally termination. However, nothing contained herein limits the right of the College to impose the level of discipline deemed necessary to address the misconduct at issue. The College, in its discretion, may institute disciplinary proceedings at the level deemed appropriate for the offense alleged. The disciplinary process shall be initiated by the College no later than ten (10) working days after management becomes aware, or through the exercise of reasonable diligence should have become aware, of the incident leading to the proposed discipline.

B. Progressive Disciplinary Steps

1. Written Reprimand:

This is the first level of formal discipline. The written reprimand will be issued by the supervisor with the approval of the Department Head. The written reprimand shall be signed by the employee for the purpose of indicating it was received. A copy shall be sent to the Human Resource Department for placement in the employee's personnel file. The written reprimand shall be made a part of the permanent employee personnel record and it shall be considered as a factor in the performance evaluation process. At the end of eighteen (18) months (from the date of the disciplinary action) the written reprimand will not be introduced as evidence to support disciplinary action.

2. Suspension:

Depending upon the severity of the problem or the gravity of the offense, an employee may be suspended without pay. An employee may be suspended for three days or less with the recommendation of the immediate supervisor and approval of the department head and the Director of Human Resource. Any suspension of longer duration must be approved by the President. If an employee is suspended without pay and later reinstated because the suspension is found to have been improper in whole or in part, that employee will receive wages for the period of suspension found to have been improper. The occurrence of a suspension shall be made a part of the employee's permanent personnel record and shall be considered as a factor in the performance evaluation process. At the end of thirty-six (36) months (from the date of the disciplinary action) the suspension will not be introduced as evidence to support disciplinary action.

3. Termination:

When other corrective disciplinary action has failed or where the seriousness of the offense warrants, an employee may be terminated from employment by the College.

C. Suspension and Termination Notification and Response

When the College determines that an employee may be suspended or terminated for disciplinary reasons, the College will notify the employee and the Union Office/Business Manager in writing of the charges against the employee. The employee will have an opportunity to respond orally or in writing to the charges prior to the discipline being imposed. Such response must be given within three (3) working days. The employee shall be accompanied by a Union representative to the meeting to make such response, unless such right is waived in writing by the employee. A copy of any such written waiver shall be provided to the Union Office/Business Manager. In the event of an oral response, a mutually agreeable written summary will be prepared at the conclusion of the meeting.

D. Administrative Leave:

In any circumstance in which it appears necessary in the interest of the proper functioning of the College or the safety of other employees, the Director of Human Resources may place on administrative leave any employee during the pendency of the disciplinary process. In the event that an employee is placed on administrative leave, that employee shall be entitled to pay during the pendency of the administrative leave provided that the employee would otherwise be able to work and that the employee takes no action to delay the resolution of the disciplinary process.

E. Rights of Appeal to Disciplinary Action

1. An employee, through the contractual grievance procedure, shall have the right to appeal any formal discipline where the employee feels discipline was imposed without just cause. All formal discipline shall be subject to the grievance procedure.

F. Reasons That Disciplinary Actions May be Imposed

An obligation rests with every employee of Cincinnati State College to render honest, efficient, and courteous performance of duties. Employees will therefore be responsible and held accountable for adhering to all Cincinnati State policies, rules, directions, and procedures prescribed by the College through supervisory or administrative personnel.

1. Behavior contrary to civil law and/or behavior which interferes with the College's maintenance of order or its educational process is forbidden. Such behavior may result in disciplinary action including, but not limited to, disciplinary probation, suspension, dismissal/ termination or other appropriate action.
2. The decision as to whether a specific kind of behavior is a violation will rest with the administration. Following are specific but not exclusive examples of behavior prohibited by this section.
 - a. Deliberate destruction of, damage to, malicious misuses of, College property.
 - b. Assault or battery upon another person while on College owned or controlled property.
 - c. Theft of the property of the College, or any private individual, which is physically located on the College owned or controlled property.
 - d. Forgery or alteration of any College identification cards, parking permits, or records or information storage systems.
 - e. Failure to perform responsibilities in an efficient and satisfactory manner either through incompetence, negligence, or refusal to carry out reasonable assignments.
 - f. Fraud or misrepresentation of qualifications.
 - g. Violations of the rights and freedoms of other members of the college community.
 - h. Falsification or unauthorized destruction of records.

- i. Illegal or unauthorized possession or use of firearm, fireworks, explosives, dangerous chemicals or weapons while on College-owned or controlled property.
- j. Sexual or other forms of discrimination or harassment.
- k. Conviction of a felony or plea of no contest to a felony charge that renders the employee unfit or unable to perform responsibilities, or conviction of or a plea of no contest to a crime or misdemeanor that is hostile to the college community.
- l. Illegal manufacture, sale, possession, or use of alcoholic beverages, narcotics, marijuana, hypnotics, sedatives, tranquilizers, stimulants, hallucinogens or similar controlled substances.
- m. Obstruction or disruption of teaching, research, administration, disciplinary procedures or other College activities.
- n. Participation in or organization of any demonstration or unauthorized activity which interrupts the functions of the College or interferes with the rights of other members of the College community.
- o. Unauthorized entry into or use of College facilities, either buildings or grounds.
- p. Deliberate disobedience of or resistance to identified College authorities acting in the line of duty.
- q. Drunkenness or gambling on College owned or controlled property.
- r. Disorderly conduct on College owned or controlled property.
- s. Unsatisfactory attendance and/or performance.
- t. Unsafe and/or negligent operation of College vehicles and/or equipment.

Article 13 Layoff and Recall

An employee may be subject to a non-disciplinary, involuntary termination through layoff in connection with a shortage of funds, abolition of position, or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit, as follows: In the reduction in force (layoff) and recall of union employees, seniority and qualifications shall prevail as follows:

- A. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.
- B. When employees are subject to a reduction in force, the college shall have the right to prioritize the layoff by classification.
- C. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fires, utility failures, acts of God, or other causes beyond the College's control.
- D. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the union. If the notice is undeliverable, the College's obligation shall be considered to be fulfilled. The recalled employee must notify the College within two (2) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be determined by the College. Failure to return from layoff shall subject the employee to termination of service. In the event that an employee is unable to return to work due to illness or injury certified by a physician, that employee shall so notify the College within two (2) working days of the date of receipt of the notice and shall provide the College with a physician's certification upon request. Failure to notify the College and/or to provide a physician's certification upon request shall subject the employee to termination.
- E. The obligation to recall an employee shall cease after a full two years of layoff.
- F. The recall of employees laid off shall be in reverse order of layoff except that probationary employees shall have no right to recall.
- G. The College reserves the right to abolish or freeze positions as it deems necessary.
- H. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose his/her right to a subsequent recall; however, the College will not be obligated to hold the position open until such time as that employee is able to return to work.
- I. Employees on layoff are not eligible for holiday pay for holidays which fall during such layoff or leave. However, if an employee is laid off on the day a holiday is observed he/she shall be paid holiday pay if they would otherwise have been eligible for holiday pay.

Article 14 Jury Duty and Other Court-Related Appearances

An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party will be excused from work upon presentation of the notice or subpoena to his immediate supervisor, if service for jury duty or appearance as a witness would be required during that employee's working hours.

An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party shall be excused from work for the scheduled shift immediately preceding the scheduled duty upon presentation of the notice or subpoena, to his immediate supervisor, if the immediately preceding scheduled is third shift.

An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party shall be required to work no later than 10:30 p.m. on a day immediately preceding the scheduled duty, if that employee is scheduled to work second shift.

The employee shall notify his immediate supervisor of such jury summons or subpoena immediately upon receipt. When an employee has been summoned for jury duty or subpoenaed as a witness in a court or administrative proceeding in which the employee is not a party, and the employee misses work as defined above, the employee will be paid the difference between his normal straight time earnings and the fees received from court provided that he submits to the College satisfactory documentation of the amount received as compensation for his service and the dates served.

In case of absence from duty for any court proceedings or administrative hearing in which the employee is a party, no salary shall be paid the employee for the period of absence, except to the extent that an employee takes a personal leave day or vacation day. However, if the employee is absent from duty for any court proceedings or administrative hearing in which the employee is a party, and, in the judgment of the Director of Human Resources, that court-proceeding or administrative hearing arises from justifiable line of duty action on the part of the employee, the employee will be paid normal straight time earnings and will not be required to take a personal leave day or vacation day if appearance interferes with the employee's work schedule.

An employee shall be expected to return to work immediately upon completion of each day's service. If an employee actually serves on a jury, that employee shall be released from work that day. The College retains the right to make such scheduling changes as it deems necessary to compensate for the absence of an employee required to attend a court or administrative proceeding. The employer shall give notice of such scheduled change to the affected employee(s) as soon as is practicable. In no event will an employee be penalized for serving on jury duty.

In lieu of the above, an employee may voluntarily choose to take a personal or vacation day, in which case he or she would be under no obligation to return to work upon completion of service, and will be under no obligation to report any compensation received for his or her service.

A form indicating that the employee has attended the court proceeding, signed by an official of that court, will be required from the employee for each day court/jury duty is required. This Court Attendance Form(s) shall be submitted to the employee's supervisor at the completion of the court/jury duty assignment. Failure to complete and submit this form(s) will cause the employee to not receive compensation for that day.

Article 15 Lead Technicians

Should the College determine that it is necessary to establish a Lead Person position, on either a temporary or permanent basis, in any of the departments covered by this agreement, such Lead Technician shall be compensated at a rate of \$1.00 per hour more than the highest base rate currently being paid in that department for the duration of that appointment.

Should a permanent position for a Lead Person become available, such position will be posted within the department for a period of seven (7) working days and shall be awarded to a bargaining unit member within the department provided that there are persons available who meet the qualifications for the position. Should two or more bargaining unit members who apply for the position demonstrate equal qualifications, the position shall be awarded to the most senior of those employees.

Under no circumstances shall the Lead Technician be used as a supervisor. Lead Technicians shall not hire, evaluate, discipline, or determine leave usage.

Article 16 Medical Limitations

Employees with medical limitations, verified by a doctor's slip, may be permitted to work, but only with the specific permission of the College. The Director of Human Resources or his/her designee shall consider each such request on a case-by-case basis and shall not unreasonably deny any such request.

Notwithstanding any other provision in this Agreement, in the event that any employee is given medically limited duty, the College retains the right to rearrange duties of the medically limited employee and the other bargaining unit members to assure that all employees have a full work schedule and that all work gets done.

Article 17 Health and Safety

- A. It is the responsibility of the College to provide safe working conditions, tools, equipment, and work methods for its Employees. It is the duty of all employees to use the safety equipment provided by the College and to follow all the safety regulations and working methods recommended for their safety and the safety of students.
- B. In the event of an on-the job injury, the Employer and Employee will follow established procedures relating to occupational injury and complete the necessary forms and reports.
- C. The Employer shall be responsible for keeping all College vehicles utilized by Employees in safe operating condition. Employees shall notify supervision of any safety defects on College vehicles and/or equipment.

Article 18 Tools

The College will provide the necessary tools to the bargaining unit members for the performance of their duties. Negligence and/or failure to account for personally issued tools by the College will obligate the employee to replace the missing tool(s) at their own expense. Employees who do not replace (pay) for their missing tools could be subject to progressive discipline. Individuals shall not be accountable for tools that are considered "community tools" unless they are negligent in the operation of such tools.

Article 19 Probationary Period

Any new employees will be hired subject to a 120-day probationary period, with a minimum of 90 days worked during that period. The probationary period shall be automatically extended until the minimum number of days worked is achieved. At any time during the probationary period, the college retains the right to terminate the probationary employee, and the probationary employee shall have no right of appeal. The college may terminate a probationary employee for any reason not prohibited by law. A probationary employee shall not be entitled to grieve or appeal their dismissal.

Probationary periods may be extended with the mutual agreement of the College and the Union.

Article: 20 Seniority

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with Cincinnati State Engineering, Maintenance and Grounds Unit. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

- B. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.
- C. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.
- D. In the event more than one (1) person is hired on the same day, seniority will be based on the person's last name alphabetically, on the date of hire.

Article 21 Labor/Management Committee

The Union and College shall jointly establish a Labor/Management Committee which shall consist of six (6) members, three (3) members appointed by the Union and three (3) members appointed by the College. The Committee shall establish its own procedures. An agenda shall be exchanged by the parties two (2) days in advance of each meeting. The Committee shall meet on a mutually agreeable regular schedule, but not less than once per term, to discuss and investigate problems and other matters of mutual concern. Time spent attending Labor/Management Committee meetings shall be paid time at the appropriate rate. The Committee shall not have the authority to modify, amend, or add to this agreement except as provided in Article 28 (Duration and Amendment).

Article 22 No Strike or Lockouts

During the term of this Agreement, no member of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refusal to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this paragraph, the involved members of the bargaining unit will be subject to disciplinary action.

The college agrees that there shall be no lockouts during the term of this Agreement. Violation of this paragraph by the College shall subject the College to the grievance procedure contained herein and if it is established that the College engaged in an unlawful lockout during the term of this Agreement, the College shall be required to pay the wages of those employees locked out for the period of the lockout.

Article 23 Supervisors Working

No supervisor shall be used to prevent employees from working a 40-hour work week or as a substitute for overtime. Supervisors shall be permitted to instruct an employee in the work of his classification or to provide coverage in emergency circumstances or as a last resort when no bargaining unit employees are available.

Article 24 Subcontracting

The College retains the right to use subcontractors. No subcontractors shall be used to prevent bargaining unit members from working a 40-hour work week. In the event of a lay-off, the work performed by the laid off employee(s) shall not be assigned to a subcontractor for the period of such lay-off.

Article 25 Legal/Legislative Change Clause

If any Article or Section of the agreement or any addition thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this agreement and if any Article or Section of the agreement or any addition there to should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this Agreement and enter into immediate collective bargaining negotiating for replacement for such Article or Section. All other articles shall remain in full force and effect.

Article 26 Entirety Clause

This written agreement as well as any Memorandum of Understanding signed by both parties constitute the entire agreement between the College and the Union and supersedes and replaces any and all agreements and/or past practices, whether written or oral, or express or implied, between and concerning the College and the Union. To the extent, however, that this agreement does not address a particular matter or issue, the written policies and procedures in effect at The College, including those contained in the most current College Handbook and/or Administrator's Manual, shall govern. The aforementioned paragraph will in no way limit the Union's rights under the Public Employee Collective Bargaining Act except as identified in the Collective Bargaining Agreement.

Article 27 Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College or of rights obtained by the Union shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

Article 28 Training and Certification

The College reserves the right to require bargaining unit employees to participate in training which the College deems necessary to keep employees competent in the most modern and up-to-date methods in their respective fields. The College shall pay the full cost for any such training.

Bargaining unit members who obtain, during the term of this Agreement, a work related certification which is beyond the basic requirements of the employee's position; which adds, in the judgment of the College, value to that employee's service to the College; and which is approved and designated for supplemental pay in advance by the College shall receive a \$.25 per hour pay supplement, added to base pay, for each certification so attained, and shall continue to receive such supplement as long as the certification remains valid and work-related.

Certification training will be done on campus or within the city of Cincinnati whenever possible. When considering employees for promotional opportunities, the College agrees to recognize training and certifications obtained by the employee that are applicable to the position for which the employee is being considered.

Article 29 Duration and Amendment

This agreement shall become effective on October 12, 2012, and shall continue in full force and effect until and including midnight of October 11, 2015.

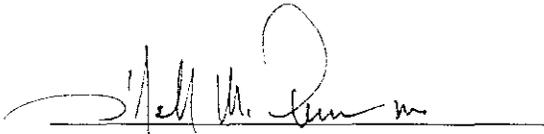
Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 23rd day of April, 2013.

CINCINNATI STATE TECHNICAL &
COMMUNITY COLLEGE



Cathy Crain
Chair, Board of Trustees



O'dell M. Owens, M.D.
President

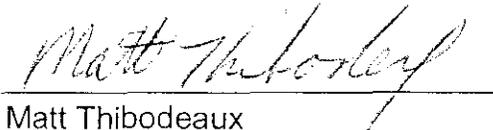
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OPERATING ENGINEERS, LOCAL 20
ENGINEERING, MAINTENANCE &
GROUNDS UNIT



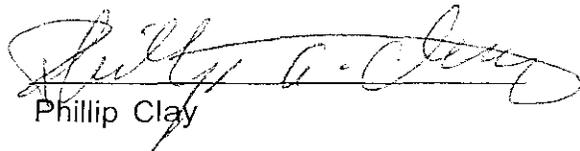
Terry Ware, Sr.
Business Manager



Andrew Chapman



Matt Thibodeaux



Phillip Clay

Appendix 1

Memorandum of Understandings

This Memorandum entered into on this 29th day of April 1997 between the International Union of Operating Engineers, (hereinafter referred to as the Union) and Cincinnati State Technical and Community College (hereinafter referred to as the Employer). The parties herein agree that the Employer will be responsible for maintaining and updating job description specifications. The parties further agree that the reference to (other duties assigned) in the current job description will be applied as follows:

Other duties as assigned is defined as duties that are not specifically specified in the job description but are duties that a reasonable person would conclude are appropriately assigned because of its close relationships to the duties outlined in the job description.

Appendix 2
Benefits Eligibility Guidelines for Dependents for College Health Insurance Plans
Same-Sex Domestic Partner

Provided that said coverage is legally available and understanding that, should it become legally unavailable, there are no substitute economic benefits to which eligible bargaining unit members are entitled:

The same-sex domestic partner of a covered employee who meets all of the following criteria:

- A. has shared for at least none consecutive months prior to obtaining this coverage and continues to share during the coverage period a permanent residence with the employee (unless residing in different cities, states or counties on a temporary basis);
- B. is the sole domestic partner of the employee, has been in a relationship with the employee for at least nine months, and intends to remain in the relationship indefinitely;
- C. is not currently married to or legally separated from another person under either statutory or common law;
- D. shares responsibility with the employee for each other's common welfare;
- E. is at least eighteen years of age and mentally competent to consent to contract;
- F. is not related to the employee by blood to a degree of closeness that would prohibit marriage in the state in which they legally reside;
- G. has agreed to notify Human Resources, in writing, in the event of a dissolution of the domestic partnership;
- H. Is financially interdependent with the employee in accordance with the plan requirements outlined by the College, which documentation must be provided to and verified by the College. Financial interdependency may be demonstrated by the existence of four of the following:
 - joint ownership of real estate property or joint tenancy on a residential
 - joint ownership of an automobile
 - joint bank or credit account
 - joint liabilities (e.g., credit cards or loans)
 - joint responsibility for necessities of life, including debts and medical expenses
 - a will designating the same-sex domestic partner as primary beneficiary
 - a retirement plan or life insurance policy beneficiary designation form designating the same-sex domestic partner as primary beneficiary
 - a durable power of attorney signed to the effect that the employee and the same-sex domestic partner have granted powers to one another
 - proof of marriage if the opportunity becomes legally available, which will be the only requirement of financial interdependency if this is the case

Appendix 3 FMLA Application



Notice of Eligibility and Rights & Responsibilities (Medical - Family and Medical Leave Act)

The Family and Medical Leave Act of 1993 (FMLA) is a United States federal law requiring covered employers to provide employees job-protected unpaid leave for qualified medical and family reasons. These reasons include personal or family illness, military service, family military leave, pregnancy, adoption, or the foster care placement of a child.

In general, to be eligible for leave under the FMLA, an employee must have worked for Cincinnati State for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. Once Cincinnati State receives notice of an FMLA qualifying event, we will inform the employee of his or her eligibility through this *Notice of Eligibility and Rights and Responsibilities* form, and the requirements, terms and conditions associated with the leave, as described in Part A below.

Please carefully review this information and the information contained in Part B which explains your rights and responsibilities under the FMLA. If you are eligible for FMLA leave, you will be notified whether the leave request is approved once we receive and review the certification documentation described in Part B.

Please contact the Human Resources Department if you have any questions about this form or any of your rights and responsibilities associated with your leave request.

Part A – NOTICE OF ELIGIBILITY

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately _____ months towards this requirement.
 - You have not met the FMLA's 1,250 hours worked requirement.
 - You do not work and/or report to a site with 50 or more employees within 75-miles.

PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us within 15 calendar days or by _____.** If sufficient information is not provided in a timely manner, your leave request may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request is enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed: _____
- No additional information requested at this time.

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If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- Contact Gonzalo Camacho, Benefits Administrator at 513-569-1799 to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- You will be required to use all of your current available sick leave, vacation pay, and/or personal leave benefits during your FMLA absence. Whether paid or unpaid, all of your leave will count as protected FMLA leave and will be counted as a reduction of your total weeks of FMLA leave entitlement. You can check your paid leave balance in the "Leave Summary" on "My CState" Website.
- Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.
- We have/ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every 30 days/weeks.
- Upon returning from leave, you will be required to provide us with a Return-to-Work certification from your healthcare provider. A copy is attached with this form and should be submitted upon returning from leave.

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commenced on _____.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

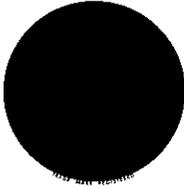
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_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to your Union Agreement or the Benefits Summary available on the Cincinnati State Intranet

_____ Applicable conditions for use of paid leave and other FMLA instructions or information: None See below.

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

Jackie Flynn, HR Executive Assistant at 513-569-1565



International Union of Operating Engineers

LOCAL 20 • SERVING THE ENGINEERS OF GREATER SOUTHWESTERN OHIO
1150 W. EIGHTH STREET, SUITE 205 • CINCINNATI, OHIO 45203

AFL-CIO

Phone ★
(513) 751-1671 ★
Fax
(513) 751-2551

TERRY WARE, SR.
Business Manager and Financial Secretary

May 24, 2013

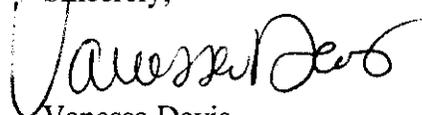
State of Ohio
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Recent Completed Bargaining Unit Agreements

Dear Sir or Madam:

Enclosed you will find your copy of the extension for the current Collective Bargaining Agreements between the International Union of Operating Engineers, Local 20 and Cincinnati State Technical Community College (both the Engineering, Grounds and Maintenance and the Environmental Services Units), and the Board of Education. Feel free to contact us if you have any questions or need additional information.

STATE EMPLOYMENT
RELATIONS BOARD
2013 MAY 28 PM 2:28

Sincerely,

Vanessa Davis
Secretary

VAD

Encl.