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AGREEMENT

between

CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE

and

**DISTRICT 1199 WV/KY/OH, SERVICE EMPLOYEES INTERNATIONAL
UNION, THE HEALTH CARE AND SOCIAL SERVICE UNION**

2010 - 2013

Table of Contents

Article 1: Agreement	4
Article 2: Preamble	5
Article 3: Recognition	6
Article 4: Non-Discrimination	8
Article 5: Union Security and Check Off	9
Article 6: Union Representation	10
Article 7: Management Rights	11
Article 8: No Strike-No Lock Out	12
Article 9: Joint Responsibilities and Employee Rights	13

Conditions of Work

Article 10: Hours of Work, Overtime, Work Assignments	14
Article 11: Workload	16
Article 12: Subcontracting	17
Article 13: Temporary Employees and Student Workers	18
Article 14: Probation and Seniority	19
Article 15: Labor / Management Committee	20
Article 16: Employee Participation	21
Article 17: Health and Safety	22
Article 18: Performance Evaluations	24
Article 19: Training and Professional Development	25
Article 20: Personnel Files	26
Article 21: Filling of Vacancies	27
Article 22: Classification System	29
Article 23: Conflict Resolution/Grievance Procedure	31
Article 24: The Disciplinary Procedure	34
Article 25: Layoff, Bumping, Recall	35
Article 26: Reinstatement	38
Article 27: Sexual Harassment	39
Article 28: Severe Weather and Emergency Closing	40
Article 29: Americans With Disabilities Act	42
Article 30: Jury Duty & Other Court Related Appearances	43

Economics and Benefits

Article 31: Wages	44
Article 32: Longevity Pay	45
Article 33: Compensation	46
Article 34: Educational Recognition	47
Article 35: Certification Adjustments	48
Article 36: Retirement	49
Article 37: Cash for Sick Leave and Personal Leave	50
Article 38: Sick Leave Conversion at Retirement	51
Article 39: Holidays	52
Article 40: Vacation	53
Article 41: Personal Days	54
Article 42: Educational Benefits	55
Article 43: Sick Leave	57
Article 44: Cafeteria Benefits Plan	58

Other Benefits	
Article 45: Dependent Care	61
Article 46: Mileage Reimbursement	62
Article 47: Parking	63
Other Leaves	
Article 48: Medical Leave	64
Article 49: FMLA	65
Article 50: Union Leave	67
Article 51: Military Leave	68
Article 52: Part Time Employees	69
Article 53: Entire Agreement	70
Article 54: Entirety Clause	71
Article 55: Separability	72
Article 56: Waiver	73
Article 57: Termination of the Collective Bargaining Agreement	74
Article 58: Duration and Amendment	75
Appendix A: Same-Sex Domestic Partner Definition	76
Appendix B: Joint Benefit Committee Purpose, etc.	77
Index	79

Article 1
Agreement

This agreement made and entered into effective the seventh day of September, 2010 by and between Cincinnati State Technical and Community College, hereinafter referred to as the College, and District 1199 WV/KY/OH, Service Employees International Union, The Health Care and Social Service Union, hereinafter referred to as the Union.

Article 3 Recognition

Cincinnati State Technical and Community College recognizes District 1199 SEIU as the sole and exclusive bargaining agent for full-time and part-time office and technical employees including the following titles:

Academic Coach, Academic Records Specialist, Academic Records Supervisor, Accountant, Accounting Specialist, Accounts Payable Clerk, Accounts Receivable Specialist/Advisor, Admissions Records Supervisor, Advising Specialist, Analyst, AVP Instructional Support Coordinator, Bursar Office Accountant, Cashier, Classroom Multimedia Technician, Clerical Assistant I, Clerical Assistant II, Client Management Specialist, College Information Specialist, College Representative-Recruiting, Coordinator of Veterans Affairs/Foreign Student Advisor, Coordinator of Instructional Multimedia, Cost Systems Specialist, Customer Service Specialist, Data Entry Specialist, Data Retention Specialist, Disbursement Specialist, Duplication Clerk, Education Specialist, Entrance Testing Specialist, Executive Assistant I, Executive Assistant II, Financial Aid Advisor, Gear-Up Dropout Prevention Specialist, Grant Accounting Specialist, Graphic Arts Center Supervisor, Infrastructure Technician, Interpreter, Lab Manager-Fire Services, Laboratory Technician, Laboratory Technician/Help Desk, Lead Laboratory Technician, Library Assistant/Technician, Library Specialist, Library Specialist-Acquisitions, Library Specialist-Circulation, Library Specialist-Periodicals, Multimedia Production Specialist, Nursing Skills Lab Manager, Open Laboratory Technician, Payroll Assistant, Programmer, Programmer Trainee, Programmer/Analyst, Publishing Production Specialist, Purchasing Assistant, Receiving Clerk/Expeditor I, Receiving Clerk/Expeditor II, Registration Supervisor, Safety Dispatcher, Scheduling Supervisor, Senior Laboratory Technician, Senior Laboratory Technician/Help Desk, Senior Programmer/Analyst, Small Press Operator, Special Needs Assistant, Student Retention Coordinator, Technology Support Specialist and Events Coordinator, Telecommunications Analyst, Telephone/Computer Operator, Trainer/Applications Specialist, Tutoring Center Coordinator, UNIX Systems Analyst.

Any additions, deletions, or amendments to the bargaining unit shall be accomplished through the process outlined by the State Employee Relations Board (SERB) unless an alternate process is mutually agreed upon by the College and the Union.

A list of current job titles shall be housed in the Human Resource Office and a copy of the list will be given to the Union. .

Excluded:

Supervisory, confidential, managerial, seasonal and casual employees, students and guards as defined by O.R.C. Chapter 4117.01, and all employees covered by other collective bargaining agreements:

The following titles are excluded as Supervisory:

Distribution/Graphic Arts Center Manager, Lead Cashier, Payroll Manager, Reporting and Grant Accountant, Supervisor of Support Services, Analyst (MIS).

The following positions are excluded on the basis of Confidentiality:

One Executive Assistant II to the President, one Executive Assistant II to the Academic Vice President, one Executive Assistant II to the Executive Vice President, one Executive Assistant II to the Chief Fiscal Officer, one Executive Assistant II reporting to the Dean of Engineering Technologies, one Facilities Technical Assistant reporting to the Director of Physical Facilities, one Budget Accountant in Finance, one Supervisor of Compensation and Benefits in the Human Resources Department, and two Clerical Assistants I or II in the Human Resources Department.

Article 4
Non-Discrimination

Section I
Discrimination Prohibited.

- A. Neither the College nor the Union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or sexual orientation, disability, status as a disabled Veteran or a Vietnam Era Veteran, religion, and/or any protected class.
- B. Cincinnati State Technical and Community College is an affirmative action employer. The College and the Union agree that in all areas of personnel matters, including but not limited to changes in status, retention, and initial employment, the College will give particular attention to the candidacy of qualified women and minorities.

Section II
Union Membership or Activity.

- A. 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.

Section III
Union Fair Representation.

- A. The Union recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees in the bargaining unit.

Article 5
Union Security and Check-Off

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, legally authorize in accordance with its constitution and bylaws.

B. Fairshare

1. 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 shall not exceed the amount of dues, fees and assessments paid by members of the Union.
2. 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).
3. Any members of the bargaining unit who for bone 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 student scholarship fund or to another non-religious, tax-exempt charitable organization agreed upon by the Union.

C. 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. The transmission of dues and fees shall be accompanied with a list of employees for whom a deduction was made, the employees gross straight time earnings and the amount deducted.

D. New Hires

The College shall provide to new hires into the bargaining unit a copy of this agreement on or before the effective date of hire. The College shall provide the Union the following information on new hires within thirty days of employment: name, classification, rate of pay, home address, home phone number, department or division and FTE status. The College shall provide the Union with Employee information bi-annually, or more frequently, if requested by the Union.

E. COPE Deductions

Upon presentation by the Union of five (5) signed authorizations, the College shall deduct any voluntary written, authorized contribution to the Union's Committee on Political Education (COPE). The COPE deductions shall be transmitted to the Union by separate check no later than the fifth (5th) day after the deduction was made and accompanied by a list of employees for whom the deduction was made and the amount deducted.

Article 6 Union Representation

- A. The College shall recognize the Union officers/stewards for the purpose of administering the Collective Bargaining agreement and adjudicating grievances. 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. Such release time for the handling of grievances shall be limited to no more than two (2) stewards for any given grievance. The Union steward may use the photocopying machine located in the main Human Resource office at the same cost and under the same conditions as provided to students and non-bargaining unit employees.
- B. The College shall make available to the Union its facilities for the purpose of meetings at no cost to the Union. The Union shall follow the established College procedures for room and facility reservations.
- C. In consideration of the use of facilities, the Union agrees to hold the College harmless for and against all loss, liability, damage, or injury to person or property in connection with the use of College facilities. The Union shall reimburse the College consistent with College practices for all loss, liability, damage, or injury that is due to some fault of the Union or its members.
- D. The College's internal mail service will be provided to the Union at no cost through the College's Distribution Center. The College will not pay postage for Union mail.
- E. Bulletin board space will be provided for dissemination of official Union information. The location and size of the bulletin board will be at the discretion of the College.
- F. The College will validate the parking of the Union Staff Representative when she/he is conducting business with College staff from the Human Resources office.
- G. The College will provide a secure storage area for central storage of SEIU paperwork.
- H. The College shall provide to the SEIU copies of the agenda and the proceedings of the Board of Trustees meetings, excluding such information as is specifically exempted by law.
- I. The College agrees that, during the course of this Agreement, it will make an on-going attempt to locate office space for the Union. The parties understand and agree, however, that the need to provide office space for present and future College employees takes precedence over this effort.

Article 7 Management Rights

Section 1

A. It is understood and agreed that the College possesses the sole right and authority to operate the College and direct the employees of the College and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the College prior to the execution of this agreement, except as modified in this agreement. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of the College's operations;
- (4) Determine the overall methods, process, means, or personnel by which the College's operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of the College.
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the College.

B. The employer is not required to bargain on subjects reserved to the management and direction of the College unit except as affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A College employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 2:

The President and Board of Trustees have the sole authority to determine the purpose and mission of the College and the amount of budget to be adopted thereto.

Article 8

No Strike - No Lockout

- A. 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.

- B. The College agrees that there shall be no lockouts during the term of the Agreement pursuant to Ohio Revised Code 4117.11. 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.

- C. Both parties will adhere to the dispute - settlement procedures described in Ohio Revised Code 4117.14 which shall be in full force and effect, unless otherwise modified by mutual written consent of the parties.

Article 9

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 may be 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 by the College or the Union.
 - 2. Bargaining unit members will not be permitted to engage in Union activity during working hours except as expressly provided for in this agreement. Nothing contained herein shall prevent the Union steward from performing his or her duties; however, the Union steward is not relieved of the obligation of performing his or her College duties because of any Union steward duties.

Conditions of Work

Article 10

Hours of Work, Overtime, Work Assignments

Section I

- A. The work week is 40 hours and normally will consist of five work days each consisting of eight (8) hours of work and/or paid break time, plus an unpaid lunch period of one-half (1/2) hour. Employees who wish to extend their lunch hour to one hour should arrange this through their supervisor. The work week commences at 12:01 a.m. Sunday and ends at midnight the following Saturday. The previous sentence is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours per day or week.
- B. There shall be two (2) fifteen (15) minute break periods for each eight (8) hour work day for non-exempt employees. Employees may combine breaks with their lunch periods for the purpose of taking a class or extending their lunch hour with the agreement of their supervisor, providing that the agreement will not reduce the hours worked by the employee to less than eight (8) hours per day. Exempt employees who have sufficient freedom in their duties may arrange for their own breaks provided it does not disrupt the operation of the department. If such is not the case, the immediate supervisor should schedule the breaks with the exempt employee.
- C. Each work day non-exempt employees will sign in and out by indicating the time in and time out on the appropriate payroll form. Each day exempt employees will sign in by initialing the appropriate payroll form. Every two (2) weeks each employee will sign (signature) the appropriate payroll form after having examined the form for accuracy. An employee's signature on the payroll form will be required for pay, and that same signature constitutes the employee's testimony that she/he has worked (80) hours during the previous two week pay period, or else has utilized some combination of work, vacation, sick leave, compensatory time, holiday or personal day to account for the eighty (80) hour pay period. If the College identifies an alternative system for recording time in and out for non-exempt employees, it will notify the Union and the parties will negotiate in good faith.

Section II - Overtime

- A. Overtime shall be paid for non-exempt employees who work more than forty (40) hours per week. Employees may choose compensation or compensatory time for overtime worked. Overtime and compensatory time shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay Monday through Saturday, and two (2) times their regular rate of pay Sundays and holidays. Overtime may initially be refused by employees. If overtime is refused by all qualified employees, it will be assigned to the least senior qualified employee in the department. Overtime opportunities will be offered equally among qualified regular full-time employees in the same department by job classification and shift.
- B. Overtime shall be paid in conformance with the Federal Fair Labor Standards Act requirements for employees who work more than 40 hours per week.

- C. Should the College make use of mandatory overtime to cover for a vacant position for which the College is actively recruiting, the use of such mandatory overtime for this purpose shall not exceed a period of ninety (90) calendar days. In the event the recruitment process is not concluded at the end of the ninety (90) calendar day limit, the College will cease the use of mandatory overtime to cover the vacant position.

Section III - Compensatory Time

- A. The College will provide a form for each employee to use to record compensatory time. The form shall be completed by the employee when the compensatory time has been earned and signed by the employee and the employee's supervisor or designee at the same time. The form shall be turned in to the supervisor for the period during which compensatory time was earned. The following parameters have been established in regard to compensatory time:
- It is the College's preference to utilize overtime pay rather than compensatory time.
 - Employees may accumulate a maximum of 20 hours compensatory time per month. All hours accumulated beyond 20 hours will be paid as overtime pay.
 - All compensatory time must be used within a sixty (60) day period from the date of its being earned and should be taken in increments of at least four (4) hours or the amount to which they are entitled, whichever is less.
 - If the compensatory time is not utilized within the sixty (60) day period, the compensatory time will be paid as overtime pay.
- B. If it is necessary for any bargaining unit exempt personnel to attend to official duties and responsibilities during times normally considered non working days or times, arrangements may be made in advance for compensatory time off. The approval and granting of any such compensatory time shall be restricted to the discretion of the appropriate supervisor and will be considered only under unusual and mitigating circumstances.
- C. The College retains the right to implement a flexible hours schedule as required to serve students or to meet special needs of the College. Flexible hours scheduling may not be used unreasonably or solely to prevent employees from working overtime. The College will give the Union reasonable notice of its decision to implement a flexible hours schedule and agrees to negotiate with the Union before implementing such a schedule.

Article 11
Workload

The distribution of work assignments shall be made based upon consideration of classification level, responsibilities as delineated in the employee's job description and departmental and College needs.

All assignments will be work related in nature.

Article 12
Subcontracting

The College retains the right to use subcontractors. No subcontractors shall be used to prevent existing bargaining unit members from working a 40-hour work week. No bargaining unit member shall be laid off as a result of subcontracting.

There shall be no bargaining unit erosion as a result of subcontracting.

This article is not intended to limit overtime opportunities for bargaining unit members. Nonetheless, overtime determination remains a management right.

Article 13
Temporary Employees and Student Workers

Section I
Temporary Employees

- A. Temporary employees shall not be hired to perform work of bargaining unit members except for the following reasons:

To fill a position left vacant by an employee on an approved leave of absence, including but not limited to medical leave, maternity leave, family leave, educational leave, military leave, Union leave, leave without pay, or limited duration peak working periods of thirty days or less.

The College shall provide the Union, upon request, with the start date and estimated end date of all temporary employees along with the reason for their hire.

- B. In addition, the College may use a temporary employee to fill a position for which recruiting is in progress (which shall not exceed 90 calendar days from the date on which the position is approved for recruiting, regardless of the number of temporary employees used). In the event the recruitment process is not concluded at the end of the 90 calendar day time limit, the College will cease the use of temporary employees to fill the vacancy.

Section II
Student Workers

- A. The College will not use student workers to replace bargaining unit employees.
- B. The Union may bring concerns to the labor-management committee on issues relating to the College's use of students in departments where bargaining unit employees are employed. The College agrees to work in good faith to attempt to resolve the Union's concerns.

Article 14
Probation / Seniority

Section I - Probation

- A. All new employees shall be considered to be on probation for a period of ninety (90) days from the date of hire. This probationary period may be extended by mutual agreement of the College and the Union.
- B. If an employee is discharged or quits while on probation and is later rehired he/she shall be considered a new employee as of the date of the rehire and subject to the above provisions.
- C. New employees shall receive a copy of their job description on their date of hire. The College shall designate a person who shall be responsible for training the employee. This person shall be the employee's supervisor/or the supervisor's designee.
- D. During the probationary period, the employee shall receive regular feedback from the supervisor and the person training her/him. If there is a likelihood that the employee will not successfully complete the probationary period, the supervisor will provide the employee with written notification to that effect.
- E. During the probationary period, the College retains the right to terminate the probationary period employee at any time for any reason not prohibited by law. Such termination shall not be subject to appeal or grievance, unless the probationary employee is not given feedback or notice provided for in part D of this Section.

Section II - Seniority

- A. Seniority for a regular full-time employee shall be that employee's uninterrupted length of continuous full time service with the College. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.
- B. Seniority shall be broken when an employee:
 - 1. Quits or resigns;
 - 2. Is discharged for just cause;
 - 3. Is laid off more than one (1) year;
 - 4. Is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee (absence without notice for three consecutive work days constitutes resignation);
 - 5. Fails to report to work when recalled from layoff, within seven (7) working days from the receipt of the recall notice. The recall notice shall be sent via certified mail to the last known address shown on the College's record.

Article 15
Labor / Management Committee

The Union and the College shall jointly establish a Labor / Management Committee which shall consist of six (6) members, three (3) appointed by the Union and three (3) appointed by the Administration. 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 month, to discuss and investigate problems and other matters of mutual concern.

The meetings shall be scheduled during working hours. Time spent attending Labor / Management Committee meetings shall be paid time.

Topics which are appropriate for consideration by the Labor / Management Committee shall include, but not be limited to, staffing, workloads, finances, workplace issues, workplace security issues, health and safety issues, and issues of training and professional development.

Article 16
Employee Participation

- A. The College shall select representatives to serve on College-wide committees and teams. The President makes all bargaining unit appointments, considering the recommendations of the Union. In making its recommendations for each committee or team, the Union will consider, among other things, who is interested, who can best provide meaningful input to the committee or team, and who already serves (has served) on the applicable committee or other committee.

- B. The unit employees represented by the Union shall have at least one representative on each College-wide committee or team, excluding strictly administrative committees. No less than 2 and no more than 3 shall be on the committee dealing with health, safety and security. The unit employees represented by the Union shall have one (1) representative on the AQIP Strategy Forum and one (1) representative on any Presidential Search Committee. The College may request participation on other committees by unit employees deemed to have special qualifications.

Article 17
Health and Safety

Section I

- A. The College makes a firm commitment to all employees to provide a healthy and safe work environment. To that end, the College has created and will maintain a Safety and Security Committee made up of a diverse population of employees. The committee will meet throughout the year per the direction of the committee Chairperson. The Safety and Security Committee shall have at least two (2), but no more than three (3) District 1199 bargaining unit members.
- B. All College employees will abide by established safety policies as specified in the College Employee Handbook and the College Administrators manual.
- C. Effective September 7, 2010, the College will provide a Health and Wellness Program (HWP) for employees. The HWP will provide at no charge to the employees services including, but not limited to, physical assessments, stress management programs, nutrition counseling, smoking cessation services, biometric measurements, and access to the College's fitness facilities. Employees will be encouraged, but not required to participate in Health and Wellness programming.
- D. All medical data collected through participation in the HWP will remain confidential, the College making no claim to access such data, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA) rules and standards.

Section II - Occupational Accidents/Injuries

- A. Employees are responsible to report all occupational injuries or illnesses to the Campus Safety Office within 24 hours of the occurrence. If the employee is unable to make such a report, it will be the responsibility of her/his immediate supervisor to notify the Campus Safety Office. Each employee who reports a safety problem to the Safety Supervisor shall receive a written reply as to the disposition of the problem. If the problem is not corrected in a timely manner, employees may report the problem to the appropriate State and/or Federal Health and/or Safety entity.
- B. In the event of an on-the job injury, the College shall seek prompt medical attention for the employee.
- C. If an employee incurs medical expenses or loses work time as a result of a work-related injury and wishes to file a workers' compensation claim, the employee should contact the Human Resources Department. Upon the request of the employee, a copy of the completed claim application form will be provided to the Union. Employees injured on the job shall be subject to Workers' Compensation policy, procedure and law as they apply to pay, benefit, seniority and related issues.
- D. The Department of Campus Safety will investigate and document all employee accidents.
- E. For the welfare and benefit of all employees, the College fully supports and abides by all State and Federal (OSHA) standards and regulations in regard to workplace health and safety.

- F. Employee training relative to compliance with State and Federal (OSHA) rules and regulations will be provided to all employees as directed by the Campus Safety Supervisor and the members of the College Safety and Security Committee. Should changes occur to the law relative to workplace health and safety, all employees will be informed and trained.
- G. In the event any tests or inspections are conducted on College property that involves health and safety, the union will receive a copy of the tests or inspection findings and or recommendations.

Section III - VDT Usage Guidelines

- A. The College will actively pursue the most productive and safe methods, programs and ergonomics in the use of its VDTs.
- B. Bargaining unit members working on VDTs on a continuous basis are entitled to a 10 minute continuous break from VDT work each hour of work, and during that time will perform other duties assigned for which they are responsible that do not involve VDT work.

Article 18
Performance Evaluations

Section I

Performance evaluations shall be used for the development of staff members. They shall be goal oriented, a way to evaluate training needs, and help with career planning. They should not be used as a substitute for normal disciplinary action.

Section II

- A. Performance evaluations shall be completed on an annual basis. The performance evaluation form shall be filled out by the immediate supervisor and, after being discussed with the employee, signed by both the supervisor and employee. Employee evaluations shall be confidential.

- B. If an employee has been reassigned to a new supervisor within one month of the evaluation date, the new supervisor should consult with the previous supervisor in regard to the evaluation if possible. If an employee receives approximately equal supervision from two persons, both supervisors shall cooperate in and sign the evaluation.

Section III

The evaluations shall be substantiated with specific and relevant examples of an employee's performance. The supervisor may require training to correct deficiencies.

Section IV

The completed performance evaluation form will be discussed with the employee. The employee will be granted the opportunity to prepare a statement which she/he may have added to the evaluation form. The employee shall sign the evaluation which will indicate only that the evaluation was received by and reviewed with the employee. A copy of the completed annual performance evaluation form will be furnished to the employee at the time she/he signs the form.

Article 19

Training and Professional Development

Section I

- A. The College agrees to provide opportunities which promote continuing education, training and upgrading of employees. These opportunities will enable employees to increase knowledge and skill and advance career goals. The College may require training to upgrade skills to necessary levels consistent with the employee's job description and/or to meet new technology needs consistent with the employee's job description.

- B. Training will occur during regular working hours whenever possible. If training is not available during that time, the College may adjust the bargaining unit employee's work schedule to accommodate the training or offer paid overtime/compensatory time for the hours of training. If an employee is unable to attend training outside of regular working hours, the College and the employee may arrange alternate training (for example: video training, individual training from another participant, etc.), provided this training is available and comparable.

Section II - Professional Development

The College shall maintain a training and development fund for bargaining unit members based on budgetary allocations. The College shall notify the Union of the amount of this budgetary allocation at the beginning of each fiscal year. The College will pay the registration fee, travel, per diem and release time for educational courses, professional development conferences and seminars as approved by the employee's supervisor and the appropriate Vice President or Chief Fiscal Officer.

Article 20
Personnel Files

Section I

There shall only be one (1) official personnel file for each employee. As well, by law there shall be one (1) confidential medical only file for each employee. These files shall be housed in the Human Resources Department. Employees may examine their personnel files by appointment. There shall be no disciplinary documents in an employee's file that they have not had an opportunity to review and sign. Employees have the right to write a rebuttal for any disciplinary documents in their file. The rebuttal must be attached to the disciplinary document. Employees have the right to submit additional relevant materials to their official personnel files.

Section II

Only those individuals whose responsibilities include the upkeep of the personnel files are granted access to those files at all times. The Human Resource Department shall have all other persons requesting to see an employee's personnel file sign a log which shall include their name and the date. Human Resources shall notify the employee of said request.

Section III

No more than one time per year, employees will be given a copy of their personnel file, upon request, at no expense to the employee. Employees shall submit their request in writing, and Human Resources shall fill the request within five (5) working days.

Section IV

The above paragraphs will be in effect as of the date of the contract and thereafter.

Article 21
Filling of Vacancies

Section I

- A. The College shall, when filling a vacancy within the bargaining unit, post the vacant position outside the Human Resources office, and via the College E-mail system (Daily Newsletter) and give a duplicate copy to the District 1199 representative. After posting the position, the College shall allow at least seven (7) working days for receipt of applications from bargaining unit members prior to advertising the position outside of the College. As long as there are three (3) or more District 1199 members in the candidate pool who meet all of the posted qualifications for the position, however, the College will not advertise the unit position outside the College until it has been determined through the hiring process that there are no qualified internal candidates in the pool. The Human Resources Department will verify the required credentials, including but not limited to references, educational background, prior employment experience and certifications, of all final candidates for positions. Documentation of the verification process will be provided to the Union upon request.
- B. Should an approved vacancy occur within a department in which there are other employees working in the same job classification as the vacant position, the hiring manager shall notify those employees working in the department in the same classification of the opening. The posting of the position shall be delayed for five (5) working days to allow those employees time to request transfer to the vacant position. Such requests for transfer may, at the discretion of the hiring manager, be granted without proceeding further with the hiring process.
- C. This Agreement allows for a process to monitor the transfer/re-assignment of incumbent employees or the replacement of incumbent employees with transferred or newly hired employees, and to make any such transfers/re-assignments as straightforward and agreeable as possible, to all parties involved. The College agrees to consult with the Union prior to making material changes of these types to obtain the Union's input and advice prior to implementing such changes.
- D. For unit positions in Pay Grade 14 and lower, the College may elect to not use a screening committee in the hiring process.
- E. When there are candidates from outside the College in the pool, unit members and confidential employees in related positions who meet the minimum qualifications for the position shall be given preferred consideration. Such preferred consideration shall consist of the following:
- A guaranteed interview with the screening committee (if applicable) for the position.
 - An additional ten (10) points on the average score of the screening committee's scored interview (if applicable).
 - When a screening committee is not used in the hiring process (as described above), a guaranteed interview with the hiring manager.
 - Consideration by the hiring manager given to: a) performance evaluations in the personnel file, b) disciplinary history (or lack thereof) in the personnel file, c) written comments from current and/or former supervisors, and d) cross training in the open position.
 - Among substantially equal candidates, internal candidate(s) will prevail over external candidate(s).
- F. The College will make a decision within 60 calendar days from when a position became vacant as to whether or not the vacancy will be filled. The Union will be notified of the

College's decision. If the College is going to fill the vacancy, the position shall be posted within 5 working days and the other steps required by this Article shall be followed in a timely manner.

- G. Unit members not selected may meet with the Human Resources Department to request reasons for the selection of another candidate, and upon such request shall be provided with such reasons and an explanation as to why they are relevant. In order to carry out its duties under the contract, District 1199 shall be given at least monthly a list of all unit members who applied for vacant positions in the unit, whether they were selected or not selected, and if not, then a brief explanation.
- H. For temporary vacancies, in the event that the position of a unit member on approved leave is expected to be vacant for more than thirty (30) days, the supervisor shall inform all unit members in that classification who are in the same department of the temporary vacancy and shall wherever possible select a qualified unit member to fill the temporary vacancy. That selected member, while serving, will receive the temporary pay grade of the holder of the vacant position if such grade is higher than that of the temporarily assigned employee.
- I. For positions that require testing, the College will identify on all job postings the testing requirements for the vacancy. The test shall be consistent with the qualifications on the job descriptions for the vacant position. Human Resources shall administer the tests and shall ensure that all the tests are the same for all positions within a classification. Passing scores shall be valid for one (1) year.
- J. New employees on probation may not apply for bargaining unit positions.

Article 22
Classification System

Section I

- A. The College shall maintain a system of classification specifications and concurrent pay programs for positions covered by this agreement. At the time new job titles or positions within this unit are created, the College shall meet and confer with the Union on the appropriate pay grades
- B. The Administrative Positions Reclassification Panel ("panel") shall consist of six (6) regular members and two (2) alternates, including at least three (3) unit members (as regular members) and one (1) unit member alternate selected by the President from no fewer than seven (7) nominees presented by the Union. Alternates attend all meetings but only vote if a regular member from their party is absent. Paid release time and preparation time shall be given to the panel members.
- C. If a bargaining unit employee makes a written request to the Human Resources (HR) office for reclassification of the position, with supporting facts, HR shall send a copy to the appropriate supervisor or manager, to the Chapter President of District 1199, and to the Union Co-Chair of the Panel.
- D. In the event Human Resources approved the reclassification request, HR will notify the District 1199 Chapter President and the Union Co-Chair of the panel of the decision and will provide justification for the decision upon request by the Union.

Section II

- A. If HR does not accept the request or reach alternative agreement with the employee within ten (10) calendar days, the request should be referred to the panel. The panel should act within fifty (50) calendar days with a written decision, copies of which go to the employee, HR and to District 1199. Human Resources and the Reclassification Panel will use the same criteria to determine re-classifications.
- B. The panel may designate two members to conduct a desk audit. The employee may request to be heard at a meeting with the panel and District 1199 shall be notified of all requests that are granted and shall have the right to participate at such meetings.
- C. Any employee (or District 1199 itself) that disagrees with the advisory recommendation of the panel, may ask the President (or the Executive Vice President if so designated by the President) to reclassify notwithstanding the views expressed by the panel. The decision of the President (or the Executive Vice President if so designated by the President) on reclassification is the final decision. After a reclassification denial, the employee may not request reclassification for one (1) year.

Section III

- A. Upon reclassification to a higher pay grade, the new wage rate shall be the minimum of the new pay grade or a 5% increase over current levels, whichever is greater. Such pay adjustment shall be effective as of the date of the original request for reclassification was submitted to HR. If an upgrade of the position brings it to a position that is not within any current classification series, the panel shall recommend an appropriate job

title, job description and pay grade. If reclassification results in a lower pay grade, the employee's wage rate shall decrease by five (5) percent for each pay grade lowered.

Note: "Classification Series" is defined as: a grouping of jobs or job descriptions that have similar, related characteristics including but not limited to wages, job functions and responsibilities. Copies of all "Classification Series", as determined by the Classification Committee, are available in the Office of Human Resources.

Article 23

Conflict Resolution/Grievance Procedure

If a conflict arises over the interpretation or application of any specific provision of the agreement or application of College rules or policies it shall be handled under the following procedural steps:

Section I

Step I. Conflict Resolution

- A. In the event of a conflict and/or dispute, the resolution to such should be developed and implemented at the lowest possible level. As such, Step A in the Conflict Resolution should be encouraged by all involved parties as the first step toward the resolution of the dispute. Therefore, Step A advocates for both a verbal discussion and a verbal response. Employees and supervisors should work to resolve the issue within five (5) working days of the incident. The supervisor should give the employee a verbal response within five (5) working days after the meeting. Employees may elect to have Union representation during the Conflict Resolution / Grievance Procedure. Release time for such representation shall be permitted up to two (2) Union delegates per meeting. Step I shall include participation by both the immediate supervisor and the next level supervisor.

Step II. Grievance Procedure

If the issue is not settled through Conflict Resolution, a grievance may be filed, in writing, on behalf of one or more employees each of whom shall be identified in the grievance. The Grievance, along with all correspondence, shall be referred to the Director of Human Resources within ten (10) working days of the receipt of the supervisor's response or the date of the incident. The Director or designee shall meet with the employee and Delegate including witnesses if necessary, within five working days after receipt of the grievance and attempt to resolve the grievance. The Director of Human Resources or designee shall issue a written response to the grievant within ten (10) working days after such discussion is held or the grievance will be automatically advanced to Step III unless the parties mutually agree to extend the timeline.

Step III. Mandatory Mediation

Grievances not resolved at Step II may be submitted by the Union within seven (7) working days after the receipt of the decision by the Human Resources Director to Step III mediation. If a grievance is elevated to Step III, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator. Mediation settlement shall be reduced to writing. Any grievance that is withdrawn at the mediation session shall be done so in writing. Any grievance submitted to mediation but not resolved through mediation must be submitted to arbitration within seven (7) days of the recommendation of the mediator, or it shall be considered withdrawn.

Step IV. Arbitration

- A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) days after receipt of the recommendation of the mediator in Step III. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice or referral of the Union's desire to go to arbitration. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the American Arbitration

Association to submit a panel of five (5) arbitrators with the Director of Human Resources or designee and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss.

B. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall submit in writing her/his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. All decisions of the arbitrator and all pre-arbitrated grievance settlements reached between the Administration and the Union shall be final and binding on the Administration, the Union and the employee.

C. All fees and expenses of arbitration shall be divided equally by the parties.

Section II

The Conflict Resolution/Grievance Procedure is encouraged to occur during an employee's regular working hours. All meetings related to Step II of the Grievance Procedure and beyond will be held at a time mutually agreeable to all parties involved.

Section III

Grievances alleging discrimination or sexual harassment shall be filed at Step II of the Grievance Procedure.

Section IV

The parties may by mutual agreement waive any steps or any of the time limits of this Article.

Section V - Time limit for Filing.

No grievance shall be entertained or processed unless it is submitted:

- a) Within twenty (20) working days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. This time limit incorporates the time necessary to attempt to resolve the dispute at Step I A of the Conflict Resolution Process. If a mutually agreed upon extension occurred during the Conflict Resolution Process, the time limit shall be extended accordingly.
- b) Within five (5) working days after the College's action in the case of a disciplinary suspension, discharge, or layoff from work.

If a grievance is not presented within the time limits set forth above, it shall be considered resolved or dropped on a non-precedential basis. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered resolved or dropped on a non-precedential basis. The time limit in each step may be extended by mutual written agreement of College and Union representatives involved in each step. The term "working days" as used in this article shall mean days Monday

through Friday inclusive and excludes Saturdays, Sundays, and holidays on which the College is closed.

Section VI

In the following situations, Steps I may be by-passed and the grievance will be filed directly at Step II:

- A grievance involving the termination, lay-off or suspension of an employee.
- A grievance arising out of an action higher than an employee's 2nd level supervisor.
- A grievance filed on behalf of the Union involving an issue affecting the Union as an organization or the entire unit.
- A grievance involving more than one employee provided the employees do not have the same first or second level supervisors.

Section VII

Information Requests – Upon written request from the Union, the College shall submit any requested documentation which may be necessary for the investigation of a grievance. The College shall deliver such documents as soon as possible, but no later than seven (7) work days after the receipt of the request if the documents are located within Human Resources. Documents shall be delivered no later than ten (10) work days if the documents are located outside of Human Resources.

Article 24

The Disciplinary Procedure

Section I

- A. The College agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure. The College shall not discipline or discharge any post-probationary employee without just cause.
- B. The College agrees to the tenets of progressive and corrective discipline. It is desirable and encouraged that all disciplinary issues be resolved at the lowest administrative level consistent with the scope of the problem.

Section II

- A. Depending on the seriousness of the offense, the normal progressive disciplinary action will be: documented formal counseling, then a written reprimand, followed by suspension, and finally termination. Once the measure of discipline is determined and imposed, the College may modify the imposed discipline for the particular act of misconduct whenever new facts or circumstances become known, and will inform the employee accordingly.
- B. All 1199 bargaining unit employees shall receive three (3) working days notice that a disciplinary meeting will take place. The written notification will state the nature of the discipline and the proposed action, advise the employee of her/his right to union representation, and set a date and time for the meeting. If the date and time are not mutually agreeable, the supervisor and the employee shall arrange another date and time.

Section III

- A. All 1199 bargaining unit employees shall have the right to union representation at all steps of the disciplinary procedure. Release time for such representation shall be permitted to up to two (2) Union representatives, including but not limited to the chief steward and a steward. For serious infractions, the Human Resources Department will notify the Union and both the College and Union shall be involved in the meeting. Employees have the right to appeal disciplinary actions through the conflict resolution/grievance procedure provided for in the agreement. The appeal shall be initiated at Step 1B within five (5) working days of the personal delivery or certified mailing of the notice of disciplinary action.
- B. Employees subject to corrective discipline, up to and including dismissal, shall receive notification of disciplinary actions in writing, with a copy sent to Human Resources. All 1199 bargaining unit employees shall have the right to attach a written rebuttal to all written disciplinary documents.
- C. Written disciplinary documents will be purged from the employee's personnel file five (5) years from the date of issuance.

Article 25
Layoff, Bumping, Recall

Section I

- A. The College shall give written notice of the possibility of a layoff to the employee and the Union sixty (60) working days in advance of the effective date. The employee and the Union shall be given written notice of an actual layoff thirty (30) days in advance of the effective date.

- B. The College shall meet and confer with the Union to discuss alternatives to layoffs prior to the thirty (30) day notice. Prior to this meeting, the College shall provide the Union with a current seniority list, the reason for the reduction in force, a copy of the organizational chart for the department, and a copy of the departmental budget. The College shall maintain a layoff list and shall supply this list to the Union once a month. The list shall contain the employee name, date of layoff, classification, and date of recall. In the event of a layoff or job abolishment, the College shall employ the following procedures:

Section II

When the College determines that a reduction in the workforce becomes necessary due to lack of funds in a department the College shall:

1. Determine which position(s) shall be abolished.

2. The notice shall include the reasons for the abolishment, the effective date of the abolishment, and a reference to the employee's rights under this article and the grievance procedure article of the collective bargaining agreement. A copy of the layoff list indicating the names of all bargaining unit employees in the same classification and in the same administrative areas and full time employee grouping including the seniority date and level of appointment will be posted in the area(s) affected by the layoff and in the Office of Human Resources, and a copy shall be sent to the Union. The College shall also, at the same time, send the Union the back-up documentation which provides the rationale for the choice of which position has been abolished and how the job duties will be redistributed or eliminated.

Section III

After this determination is made, the College shall employ the following procedure:

1. The College shall first lay off temporary, probationary, and part-time employees in that order.

2. If further reductions are necessary, the College shall:
 - a. Place the employee affected by the job abolishment in a vacancy in the same classification with no loss of pay.
 - b. If there is no existing vacancy, the affected employee shall first bump the least senior person in the same classification. If the affected employee is able to bump in the same classification, the College shall place the employee affected by the bump in a position in the next lowest classification if a vacancy exists. If there is no vacancy, then the employee shall bump the least senior person in that classification, who shall be laid off. In the event of selection by a displaced employee of a lower position within the unit, the College and Union shall meet and confer regarding the qualifications needed to be demonstrated by the person who requests the lower position, and the College shall

make all reasonable efforts to provide training or appropriate assistance to the incoming employee.

- c. If the employee is not able to bump in the same classification based on seniority, the employee shall bump down to the next classification. If there is a vacancy in the lower classification the affected employee shall be placed in that position. If there is no vacancy, the employee shall bump the least senior employee in this classification. If the employee is the least senior employee in the lower classification, the employee shall continue to bump down the series. The least senior employee at the bottom of the series is laid off. *Note:* a "classification series" is defined as: a grouping of jobs or job descriptions that have similar, related characteristics including but not limited to wages, job functions and responsibilities. Copies of all "classification series" as determined by the Classification Committee, are available in the Office of Human Resources.
- d. If the person whose job is abolished is the least senior in the classification series, she/he is laid off.
- e. If it becomes necessary for an employee to bump to a lower classification, no employee shall have their wages reduced.

Section IV - Recall

1. Once an employee has been laid off she/he shall be placed on a recall list for a period of one (1) year.
2. She/he shall be recalled to the first vacancy which arises in her/his classification series.
3. If a vacancy occurs at her/his grade level in a different series, she/he shall be recalled if qualified.
4. If a vacancy occurs in a lower grade level, it is the employee's option to take that position. If the employee chooses to take the lower level job, she/he will remain on the recall list until she/he is recalled back up to her/his former grade level.
5. If a vacancy exists at a higher grade level, the College shall notify the laid off employee that she/he may apply as any other bargaining unit member.
6. The recall of bargaining unit employees shall be in inverse order of layoff.

Section V

Student Assistants, temporary/casual pool employees, or work study students shall not be used to do work previously performed by a bargaining unit employee who is laid off.

Section VI

The College shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification .

Section VII.

Employees who are eligible for recall shall be given (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified mail or registered mail with a copy to the Union provided that the employee must notify the Human Resources Department of her/his intention to return within three (3) days after receiving notice of recall. The College shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail return receipt requested to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Human Resources Department with her/his latest mailing address.

Section VIII

The employee has the right to grieve the decision of the College to abolish the position if there is a question about the lack of work or lack of funds, or if the employee believes that the abolishment is motivated by some other reason.

Article 26
Reinstatement

Any former employee in good standing who seeks reinstatement to the College within one year of separation shall be included in the pool of candidates for bargaining unit-wide opportunities until he/she is offered a position or until the year has lapsed whichever is sooner. An employee reinstated to the same pay grade shall receive at a minimum, the same rate of pay the employee was receiving upon separation from their employment at the College. A reinstated employee shall retain the same seniority status, including vacation status and accrued sick leave (if not previously cashed in) as held at the time of separation.

Article 27
Sexual Harassment

Section I

- A. Cincinnati State Technical and Community College and District 1199 SEIU affirm their commitment to ensure an environment for all employees which is fair, humane and respectful--an environment which supports and rewards employee performance on the basis of relevant considerations such as ability and effort. Behaviors which inappropriately assert sexuality as relevant to employee or student performance are damaging to this environment. District 1199 bargaining employees bringing complaints of sexual harassment shall have the right to Union representation.
- B. Title VII of the Civil Rights Act of 1969 and Title IX of the Educational Amendments of 1972 as interpreted by Federal Regulation prohibit sexual harassment.

Section II - Definition

- A. EEOC guidelines and College policy guidelines state that any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the same sex or opposite sex will be considered prohibited harassment when:
- Submission to such conduct is made explicitly or implicitly a term or condition of employment or as a basis for educational decisions;
 - Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating environment.
- B. As well, other conduct that may be construed as harassment may include:
- Verbal harassment or abuse
 - Subtle pressure for sexual activity
 - Sexist remarks about a woman's or man's clothing, body, or sexual activities
 - Unnecessary touching, patting, or pinching
 - Constant brushing against a woman's or man's body
 - Demanding sexual favors accompanied by implied or overt threats concerning one's job, grades, letters of recommendation, etc.
 - Physical assault
- C. The overall guiding standard is that all persons have a right to work and pursue education goals in a discrimination-free environment that is free of any and all forms of sexual harassment.

Article 28
Severe Weather and Emergency Closing

A. Upon receipt of responsible information from the Director of Facilities, the President or his/her designee will make a decision concerning the cancellation of classes or the complete closing of the College. He/She will immediately notify the other administrators and arrange for an announcement to be made on the major local radio and television stations to inform students, faculty, staff and the public.

B. All efforts will be made to insure the College is accessible during snow emergencies. Announcements on College closings or class delays due to weather or other emergencies will be broadcast on the radio and television stations listed below:

55KRC/550 AM WLW/700 AM WOFX/92.5 MIX/94.1

WRRM/98.5 KISS/107 WEBN/102.7

WLWT TV/Ch. 5 WCPO TV/Ch. 9 WKRC TV/Ch. 12

C. Only the radio and television stations listed above are authorized by the College to broadcast delays or closings. Announcements for Day Classes (Monday through Saturday) will be made as early as possible in the morning, generally no later than 5:30 a.m. Announcements for Evening Classes will be made by 4:00 p.m.

D. When classes are canceled, all College employees scheduled to work are nevertheless expected to report unless the College is announced as CLOSED. In the event an official closing is announced, pay for the normally scheduled hours of work will be granted to all full-time staff members. Employees will be compensated at the normal rate of pay for these days.

E. Persons required to work on days when the College is closed, who are eligible for overtime, will be paid overtime at a time and one-half rate. The College shall provide the Union with a list of all employees who are required to work when the College is closed.

F. When the College is closed, employees who have already submitted forms for vacation, sick leave or personal leave during the period of time during which the College was closed will be permitted to withdraw the request for the days when the College was closed. Employees absent without leave will not be paid for that period of time.

G. If the College is not closed by the President, but an employee chooses to be absent based on a personal judgment regarding weather, travel conditions, etc., that employee will be charged for some combination of vacation days, personal days or days without pay as the employee chooses. However, in cases of severe weather when the College is not closed, any employee who cannot report to work due to the fact that his/her primary residence is located in a jurisdiction that has declared a "Level 3 Snow Emergency" or its equivalent may, at the employee's option, make up the missed time.

H. In the event the College makes the decision to close for any emergency during the course of a work day, employees shall be sent home and paid for the entire day at their regular rate of pay. The College shall notify workers on all shifts of the emergency closing.

Article 29
Americans With Disabilities Act (ADA)

The College and the Union agree to fully support the principles and guidelines set forth within the Americans with Disabilities Act as Mandated by Federal statutes. Modifications within the law, should they occur within the duration of this contract, shall be adhered to and incorporated into College policy as directed by the law.

Article 30

Jury Duty and Other Court Related Appearances

- A. 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.
- B. 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 for subpoena to his/her immediate supervisor, if the immediately preceding scheduled shift is third shift.
- C. An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding which the employee is not a party shall be required to work no later than 10:30 pm on a day immediately preceding the scheduled duty, if that employee is scheduled to work second shift.
- D. The employee shall notify his/her immediate supervisor of such jury summons or subpoena immediately upon receipt. If an employee is called for jury duty the College will continue to pay the regular pay for time absent from work. The employee is permitted to retain the fees paid by the court.
- E. If 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 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.
- F. 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. Cincinnati State retains the right to make such scheduling changes as it deems necessary to compensate for the absence of an employee required in 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.
- G. 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 her or his service.

Economics and Benefits

Article 31

Wages

Effective September 7, 2010, all District 1199/SEIU bargaining unit members shall receive a 3.50% increase in base pay.

Effective September 6, 2011, all District 1199/SEIU bargaining unit members shall receive a 2.75% increase in base pay.

Effective September 4, 2012, all District 1199/SEIU bargaining unit members shall receive a 2.75% increase in base pay.

Article 32
Longevity Pay

All District 1199 SEIU 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 a bi-weekly longevity increment according to the following table:

7 years of service	- 15.00 bi-weekly
10 years of service	- 30.00 bi-weekly
15 years of service	- 40.00 bi-weekly
20 years of service	- 60.00 bi-weekly
25 years of service	- 80.00 bi-weekly

Longevity increments shall be added to the employee's base salary.

**Article 33
Compensation**

Section I

- A. The minimum rate in each pay grade shall be as listed below for the duration of this Agreement. The College will attempt to hire new employees at the minimum rate in the appropriate pay grade. When the College posts a vacant position, only the minimum pay will be posted on the vacancy announcement.

- B. The College reserves the right to employ persons at rates within the pay grade higher than the minimum when special qualifications and/or experience of the candidate so require. When such a hire occurs, the Union may request the reasons for the higher rate, and the College shall provide the reasons and an explanation as to why. The College shall notify the Union of any new hire including pay rate and classification within two weeks of the date of hire.

Minimum Rates as of 9/7/10

Grade 13	10.68
Grade 14	11.46
Grade 15	12.03
Grade 16	13.47
Grade 17	14.82
Grade 18	16.34
Grade 19	18.11
Grade 20	20.12
Grade 21	21.41

Section II -Shift Differential

\$.75/hr. shall be paid to all hourly employees whose regular shift begins on or after 12:00 PM (2nd shift) or \$1/hr if the shift begins on or after 10:00 PM for the life of the agreement.

Article 34
Educational Recognition

To encourage and reward continuing education among District 1199 employees, beginning with the effective date of this agreement, an employee who has earned or who earns a degree which is over and above the educational qualifications for his/her position and which, in the judgment of the Human Resources Department, is job-related, shall receive additional compensation as follows:

Associate Degree – 3% added to base

Bachelor's Degree – 4% added to base

Master's Degree – 5% added to base

Ph.D. – 6% added to Base

Upon execution of this agreement, existing employees who had previously received Educational Recognition Adjustment will receive the difference of the amount previously received and the amounts reflected herein, effective September 4, 2007.

Article 35

Certification Adjustments

Members of the bargaining unit who wish to obtain a professional and/or technical certification may apply to receive a certification stipend, to be paid in addition to the employee's base salary, by completing a Request for Certification Stipend and submitting it to the Human Resources Office. The employee shall submit a written explanation to the Panel to justify the request for a stipend. In order to qualify for such a stipend, the certification must be pre-approved as meeting the following criteria:

- The certification must be in a field or skill directly related to the employee's current job.
- The certification must add value to the employee's service to the College, and must be above and beyond the basic qualifications of the employee's position.
- The acquiring of the certification must involve a significant off-the-job investment of time and/or resources on the part of the employee.

Determination as to whether or not a request for certification stipend meets the above criteria shall be made by a five-member Panel consisting of the Director of Human Resources; two representatives appointed by SEIU, District 1199; and the Dean or Director and another administrator of the department or division in which the employee works. (In the event that a second administrator from the relevant department or division is not available to serve on the Panel, the College shall appoint an administrator from a different department or division.) This Panel shall also determine the amount of the stipend in the case of each certification deemed eligible, utilizing a formula which takes into account the market value of the certification and the investment of time and resources required to obtain and maintain the certification. Identical certifications shall be assigned identical values. The Panel shall respond to the employee's request for the certification adjustment within 30 calendar days of the request.

All stipends approved under the above language shall be in effect for a period of one (1) year. Bargaining unit members who feel that the stipend should continue beyond this period shall complete a Request for Certification Renewal and submit it to the Human Resources Office. The above-referenced Panel shall make the determination on the renewal based on the same criteria and formula as outlined above. Renewals shall be for a period of one (1) year.

Costs for the initial certification test shall be paid by the College. In the event the employee fails the initial certification test, the employee will be required to pay for the cost of subsequent attempts at passing the test. The employee shall also be required to pay for the cost of renewing or maintaining the certifications.

Certifications obtained as a result of training required by the College and which are obtained on College time and at College expense do not qualify the employee for a stipend.

Should a certification for which a current employee is receiving a stipend under this provision subsequently become a required qualification for the position, an amount equal to the stipend shall be added to the employee's base pay and the stipend shall be discontinued.

Article 36
Retirement

- A. Membership in the State Teachers Retirement System (STRS) and the State Employees Retirement System (SERS) is mandated for all employees of the College who meet the eligibility requirement of STRS and SERS as established by state law.
- B. The College and each employee shall contribute at the statutorily mandated rate(s) to the STRS or SERS pursuant to the regulations of the systems. The portion that the employee pays as required by law is excluded from the employee's current taxable gross income for purposes of deferring Federal and State income taxes on these amounts. Employees who retire from SERS or STRS in good standing shall be eligible for the following benefits:
- Tuition Waiver
 - Free parking
 - Use of Facilities (library, pool, weight room, etc.)
 - Cobra Dental Coverage (18 months limit; employee paid)

Article 37

Cash Payment for Sick Leave and Personal Days

- A. At the end of the fiscal year, all District 1199 SEIU bargaining unit employees may exercise one of two options regarding any sick leave or personal days less than fifteen (15) used during the year.
 - 1. Allow the balance to remain intact for possible future need (accumulate it)
 - 2. Convert up to one-half (1/2) of the unused balance for the year into a cash payment computed as .00192 times the current annual salary times the number of eligible days.
- B. The cash payment provision will apply only to the portion of the annual credit allowance not used each year. Only days accumulated during the current year at Cincinnati State Technical and Community College may be cashed in.
- C. No employee may exercise the Cash Payment provision until she/he has a minimum of thirty-five (35) days of accumulated sick leave/personal leave. Also, the number of days "cashed in" cannot result in a remaining accumulated balance of less than thirty-five (35) days.

Article 38

Sick Leave Conversion at Retirement

- A. Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of the STRS or SERS, and is eligible to draw retirement benefits from the system, may convert accumulated sick leave up to a maximum of 65 days (30 days for persons employed or re-employed by the College on or after March 1, 1990) 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.

- B. 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.

**Article 39
Holidays**

Section I

Employees shall be entitled to ten (10) holidays:

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

Section II

In the event a holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed the following Monday.

Section III - Holiday Pay.

If an employee is required to work on a holiday, pay shall be calculated at double the regular rate of pay.

Section IV

Employees shall be granted additional paid "off" days for the day after Thanksgiving and the Winter Break according to the College Calendar as approved by the Board of Trustees.

Article 40
Vacation

Section I

- A. Exempt and non-exempt employees within the 1199 bargaining unit hired after July 1, 1996, will accrue vacation leave according to the following schedule:
 - After 1 full year of service - 10 days per year
 - After 5 full years of service - 15 days per year
 - After 10 full years of service - 20 days per year
- B. All vacation will be requested in writing by the employee signed and returned to the supervisor. No vacation shall be taken without prior written approval of her/his supervisor.
- C. Under normal circumstances, vacation requests should be submitted at least two weeks in advance. However, the supervisor is not precluded from approving vacation requests upon shorter notice if she/he chooses. Under normal circumstances, the supervisor shall respond within three (3) working days after receiving vacation requests. Additionally, an employee will automatically be able to use vacation leave for an event of sick leave, at the employee's option, in the event that the employee's sick leave balance is exhausted provided however that the employee has not been previously disciplined in the prior 12 month period for sick leave abuse.

Section II

- A. Earned vacation at termination will be paid upon termination according to Cincinnati State current policy.
- B. Earned vacation at retirement will be paid upon retirement according to current policy.
- C. Vacation time shall be cumulative to a maximum of three times the annual allowance.
- D. Exempt employees in the 1199 bargaining unit hired prior to July 1, 1996, who currently receive four (4) weeks vacation, will retain these four weeks.
- E. Part-time employees will receive vacation leave per Article 52 of this Agreement.

Article 41
Personal Days

Members of the District 1199 SEIU bargaining unit shall receive five (5) personal days per fiscal year, which may be used for the following purposes:

1. To transact essential personal business that cannot be transacted outside school hours;
2. To observe religious holidays of the individual's faith which require a total abstinence from work;
3. For emergencies beyond the employee's control, including but not limited to travel difficulties, or attendance at funerals; and
4. For any other purpose approved by the President.
5. Approval of a request for personal leave shall not be unreasonably withheld.

At the end of the fiscal year, any unused personal days may convert to sick leave.

Article 42
Educational Benefits

Section I - Tuition Waiver

- A. Full time employees of Cincinnati State Technical and Community College are eligible to enroll in an unlimited number of courses at the College per term without payment of the tuition fee, application fee, registration fee, technology fee, and facilities fee, whether in-state or out-of-state.
- B. Full time employees shall pay any lab or other fees at the time of registration; however, if an employee's supervisor requires that the employee take a given course the lab fees will be paid from the departmental budget. Employees who participate in the program should follow these steps:
 - 1. Request from the Human Resource Services Office a Cincinnati State Technical and Community College Tuition Waiver Authorization form. The purpose of this form is to verify that the requester is eligible for the tuition waiver benefit.
 - 2. If the employee is registering for a class that is required by her/his budget manager, a formal memo addressed to the Cashier's Office from the division dean or vice president is required. The memo is to specify the student's name, course number, term of registration and reason for the course requirement.
 - 3. Submit the signed Tuition Waiver Authorization form to the Financial Aid office not later than the end of the registration period. The proper waiver amount will be entered and disbursed as a financial aid award. Employees are required to pay any fees not eligible for waiver at the Cashier's Office.
- C. Once the full documentation is in hand, the Cashier will process the registration and mark the bill "paid".
- D. Spouses and/or dependents of any Cincinnati State Technical and Community College full time employee may receive waiver of the tuition fee, application fee, registration fee, and technology fee, whether in-state or out-of-state, irrespective of the credit load after the employee has been with Cincinnati State for one year. A Tuition Waiver Authorization form should be completed and submitted. Proof of dependency may be required. Other fees must be paid at registration time.
- E. Full time employees who retire from Cincinnati State Technical and Community College through one of the State of Ohio retirement systems shall be permitted tuition waiver as described for full time employees still employed.

Section II - Tuition Assistance Program

- A. Upon submission of a documented receipt for college tuition from a regionally accredited institution of higher education and upon submission of an official grade report verifying a grade of "C" or better a full time employee may be eligible to receive reimbursement of tuition at the following rates:
- B. Reimbursement will be made for the full undergraduate tuition cost of the course, up to the maximum cost of the current in-state undergraduate per hour tuition costs at the University of Cincinnati.

- C. Reimbursement will be made for the full graduate tuition cost of the course, up to the maximum cost of the current in-state graduate per hour tuition cost at the University of Cincinnati.
- D. Any deviation from this procedure in determining grade and tuition cost equivalency, must be approved in advance by the Director of Human Resources.

Article 43
Sick Leave

- A. At the beginning of each fiscal year, full time employees shall be credited with ten (10) days of sick leave. Part time employees shall have their sick leave allowance prorated according to their normal work schedules. The employer may require the employee to provide a physician's note as verification if the sick leave taken is more than five (5) working days.

- B. Sick leave may be used for absence due to the employee's illness, maternity reasons, injury, or exposure to contagious disease that could be communicated to other employees, and absence due to illness or death in the employee's immediate family. The term "immediate family" includes children, mother, father, spouse, grandparents, grandchildren, brother, sister, mother-in-law, father-in law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step children, stepparents, domestic partner or any other relative who is a permanent resident of the employee's home who needs the care of the employee because of illness.

Article 44
Cafeteria Benefits Plan

Section I

- A. 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:
1. The College shall provide an amount of benefit dollars sufficient to cover 95% of the cost of Anthem Health Insurance coverage (Anthem Blue Preferred HMO), except that the employee's contribution (5%) shall not exceed \$19.02 per month for single coverage and \$51.36 per month for family coverage. Effective January 1, 2008, the College shall provide an amount of benefit dollars sufficient to cover 95% of this coverage, with no maximum cap on the employee's 5% contribution. Effective January 1, 2009, the College shall provide an amount of dollars sufficient to cover 94% of the cost of the Anthem Health Insurance Coverage (Anthem Blue Preferred HMO).
 2. The total cost of the current dental plan coverage.
 3. The total cost of vision plan (Plan B) coverage as provided by Vision Service Plan (VSP).
 4. The total cost of Employee Assistance Program.
 5. The total cost of current short-term disability coverage for the employee only.
 6. The total cost of basic group life insurance coverage, for the employee only, at two times annual salary, with a minimum of \$50,000 coverage shall be provided for each full time employee. This policy shall include an accidental death and dismemberment rider.
- B. Effective August 1, 2008, the College shall provide 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 A. It is agreed that the addition of domestic partner benefits shall be for the sole purpose of providing insurance coverage for the domestic partner and will in no way affect 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 any insurance coverage.
- C. The benefit dollars allocated to each eligible full time employee will be sufficient to pay for the yearly premiums as described above for the above insurance based on either the single or family coverage as eligible.
- D. Should any SEIU District 1199 unit employee choose a total package of benefits that exceeds the benefit plan dollars allocated (i.e., an alternative health care plan) the unit employee must pay the difference through payroll deduction.
- E. A District 1199 unit employee may revise his or her election upon a change of family status in accordance with the terms of the plan. District 1199 unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated health care 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 \$262.43 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 enroll in some version of the Vision Plan.

- F. Part time extended employees who are members of the District 1199 bargaining unit shall receive a pro rata share of the aforementioned health benefit plan per the guidelines established within the current Cincinnati State Technical and Community College Employee Handbook.

Section II - Flexible Spending Accounts

All District 1199 bargaining 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 child and dependent care charges with pretax dollars.

Section III - Financial Planning Services

All District 1199 bargaining unit employees shall be eligible for complete financial planning services provided by the College at no charge to the employee.

Section IV - Use of Facilities

All District 1199 bargaining unit members shall be entitled to make use of all of the College's facilities including the pool and exercise room at no expense to the employee.

Section V - Direct Deposit

All District 1199 bargaining unit employees shall be eligible to participate in as many as three direct deposit accounts.

Section VI - Credit Union

All District 1199 bargaining unit members are eligible to become members of the Greater Cincinnati Public School Employees Credit Union.

Section VII - Other Payroll Deductions

All District 1199 bargaining unit members are eligible to participate in all other payroll deduction plans including but not limited to annuities, savings bonds, etc.

Section VIII – Joint Benefits Committee

The parties agree to participate in a Joint Benefits Committee (hereafter referred to as the JBC) consisting of representative of the Administration, SEIU/District 1199 (4 Members) and all other organizations that represent employees at the College (Distribution of representatives is contained in Appendix B). Alternates shall be allowed in the event that SEIU/District 1199 members of the JBC are unable to attend any particular meeting. The purpose, structure, philosophy, principles are contained within Appendix B. A guiding principle will be that all parties participating in the JBC will receive the same insurance options, costs and eligibility.

The parties agree to defer all decisions and recommendations regarding changes in the benefits (including dental and vision benefits) outlined in this Article, as well as changes to the purpose, structure, philosophy, principles and goals of the JBC to the JBC. Decisions shall be made by consensus. A minimum of 10 of the 15 members of the JBC must be present in order to hold a meeting.

Either party shall have the option of withdrawing from the committee with a thirty (30) day notice at any time. Should either party exercise this option or should the JBC not form or cease to exist, the parties agree to meet to bargain the entire cafeteria benefits plan (including dental and vision benefits) within 60 days of the notice.

Other Benefits

Article 45 Dependent Care

Section I

The College and the Union recognize that the care of children and elders by employees is an increasingly important issue affecting the workplace. The Union and the College shall educate their respective constituencies about the need for flexibility and understanding about the dual role played by employees with dependents

Section II

The College and the Union will jointly develop and disseminate information on referral services available for child and elder care.

Article 46
Mileage Reimbursement

Employees required to use their automobiles for official College business shall be reimbursed for mileage at the rate approved by the Board of Trustees.

Article 47
Parking

Campus parking shall be provided free of charge for all District 1199 bargaining unit employees within assigned staff parking areas and with an approved Cincinnati State parking permit.

Other Leaves

Leaves of absence not specifically delineated within this contract are addressed within the Cincinnati State Employee Handbook and/or Administrator's Manual.

Article 48

Medical Leave

In cases of extended illness, maternity related condition, or injury which exceeds the employee's accumulated sick leave, the employee may apply for short term disability benefits. After the employee has exhausted short term disability benefits, the employee shall be granted a medical leave of absence without pay. The employee shall be granted such leave for a period up to six (6) months. The employee shall be eligible for all medical benefits while on medical leave. The employee shall notify the College of her/his expected date of return. The employee shall be placed in the same or equivalent position upon her/his return. The employee is eligible to receive any salary increases which would have been accrued if the employee had been on the job. The employee shall continue to accrue seniority while on medical leave. At the request of the College, the employee shall provide to the College certification for a licensed health care provider of the need for leave under this article.

Article 49
Family and Medical Leave Act

Section I

The Family and Medical Leave Act (FMLA) was 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.

Section II - Leave Requirements

- A. 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.
- B. 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.
- C. 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.
- D. Spouse is defined as a husband or wife, as the case may be.
- E. FMLA is gender neutral. Both women and men are entitled to take family leave, if otherwise eligible.

Section III - Paid Versus Unpaid Leave

- A. 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.
- B. An application for Family Leave 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 for 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.

Section IV - Notice of Leave

Filing of the application for Family Leave (form available in the Human Resources Office) with the Director of Human Resources 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.

Section V - Intermittent or Reduced Work Leave Schedule

- A. 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.
- B. 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

Section VI - Certification of Need for Leave and Return to Work

- A. Any leave request based on a family member's 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.
- B. An employee absent for three or more weeks must provide Human Resources with a certificate that the employee is able to resume work.

Section VII - Employment and Benefits Protection

- A. 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 a 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.
- B. 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 before the date leave began will not be lost.

Section VIII - Abuse of FMLA or College Policies on Leave of Absence

- A. 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.
- B. 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 50
Union Leave

For each year of this agreement, the College shall make available to the bargaining unit members of District 1199, SEIU, Cincinnati State Chapter, a pool of eighteen (18) days per year of professional leave of absence to be allotted by District 1199, SEIU for the purposes of affording unit members an opportunity to participate in District 1199 meetings, seminars, conferences or other professional activities. Unit members utilizing such leave are required to provide their supervisor(s) a minimum of a thirty (30) day advance notice prior to such leave. If it is not possible to provide a thirty (30) day advance notice, the leave may be granted if agreed to by the employee's supervisor. No more than five (5) working days shall be taken in a row by any one individual. Only one (1) unit member from a specific department/division may be granted Union leave at any given time. Unused days at the end of a contract year shall accumulate to the next contract year; however, such accumulation shall be capped at fifty-four (54) days.

Article 51
Military Leave

- A. An employee may request approval for a leave of absence without loss of pay for military service not exceeding 31 days as specified by law and without pay for military service exceeding 31 days.
- B. The employee on leave without loss of pay must submit proof of his/her military pay to the Finance Office of the College. If the military pay is less than the regular pay, the College will pay the difference. Allowance for travel, food, housing, or uniforms is not considered.
- C. If the employee takes paid vacation leave for military service, the employee is entitled to keep the total military pay and full vacation pay from the College.

Article 52
Part Time Employees

Extended part time employees who work at least twenty (20) hours per week shall be entitled to the following benefits:

1. Health insurance benefits on a pro rated basis.
2. Sick leave, vacation leave, and personal leave on a pro rated basis.
3. One fifteen (15) minute break during their shift.
4. Tuition waiver benefit for two (2) courses per term at Cincinnati State for the employee only. Any such courses will be scheduled outside of the employee's normally scheduled work hours.

Article 53
Entire Agreement

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with (or after) this agreement constitutes the complete and entire agreement between the parties.

Article 54
Entirety Clause

This written agreement constitutes the entire agreement between the College and the Union and supersedes and replaces any and all agreements, 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 Cincinnati State Technical and Community College, including those contained in the most current Cincinnati State Technical and Community College Administrators' 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 55
Separability

If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction), adjudges any article, section, or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all remaining articles, sections and clauses which are not rendered meaningless, inoperable, or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section, or clause is adjudged to be unlawful and if the College or the Cincinnati State Chapter District 1199, SEIU so requests, the Parties will meet and negotiate a lawful alternative provision.

Article 56
Waiver

The waiver or breach of any 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 the rights obtained by the Cincinnati State District 1199 SEIU shall not be deemed to waive any such rights to exercise them in the future.

Article 57

Termination of the Collective Bargaining Agreement

This agreement shall be in full force and effect from September 7, 2010, through the midnight of the day before the early fall term of 2013, unless either party serves written notice of a desire to modify or terminate this agreement 60 days prior to the date of expiration.

Article 58
Duration and Amendment

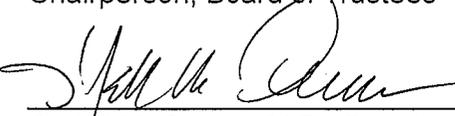
This agreement shall become effective on September 7, 2010, and shall continue in full force and effect until and including midnight of the day before the fall semester of 2013. Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hand.

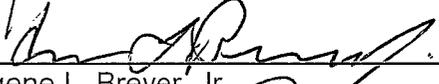
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AND COMMUNITY COLLEGE



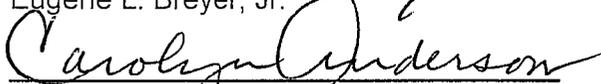
Michael R. Oestreicher
Chairperson, Board of Trustees



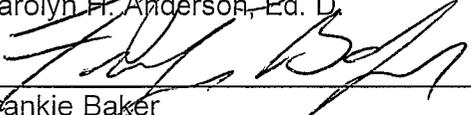
O'dell M. Owens, M.D., President



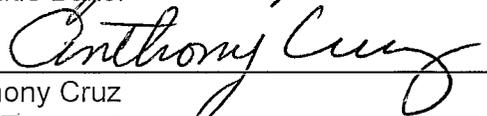
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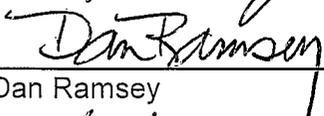
Carolyn H. Anderson, Ed. D.



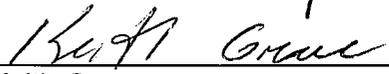
Frankie Baker



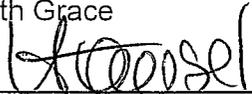
Anthony Cruz



Dan Ramsey

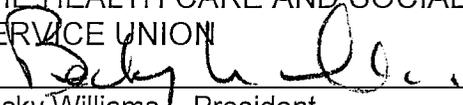


Keith Grace



Angela Haensel

SEIU DISTRICT 1199 WV/KY/OH
THE HEALTH CARE AND SOCIAL
SERVICE UNION



Becky Williams - President
Service Employees International Union
District 1199 WV/KY/OH The Health Care and
Social Services Union

APPENDIX A

CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE / SEIU, DISTRICT 1199

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:

1. has shared for at least nine 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);
2. 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;
3. is not currently married to or legally separated from another person under either statutory or common law;
4. shares responsibility with the employee for each other's common welfare;
5. is at least eighteen years of age and mentally competent to consent to contract;
6. 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;
7. has agreed to notify Human Resources, in writing, in the event of a dissolution of the domestic partnership;
8. 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:
 - o joint ownership of real estate property or joint tenancy on a residential lease
 - o joint ownership of an automobile
 - o joint bank or credit account
 - o joint liabilities (e.g., credit cards or loans)
 - o joint responsibility for necessities of life, including debts and medical expenses
 - o a will designating the same-sex domestic partner as primary beneficiary
 - o a retirement plan or life insurance policy beneficiary designation form designating the same-sex domestic partner as primary beneficiary
 - o a durable power of attorney signed to the effect that the employee and the same-sex domestic partner have granted powers to one another
 - o proof of marriage if the opportunity become legally available, which will be the only requirement of financial interdependency if this is the case

APPENDIX B

JOINT BENEFIT COMMITTEE PURPOSE, STRUCTURE, PHILOSOPHY, PRINCIPLES, & GOALS

PURPOSE

To research and evaluate all facets of healthcare benefits in order to build consensus and make collaborative decisions and recommendations regarding the College's health care benefit offerings.

This includes, but is not limited to, the following responsibilities:

- Gather and analyze healthcare data
- Review bids of the vendors
- Study methods to reduce the experience rate of the College
- Review benefit plan options from current and competitive vendors
- Promote wellness campus-wide
- Monitor the operations, service, and issues with the current vendor
- Coordinate and distribute surveys when applicable
- Eligibility

STRUCTURE

To provide broad representation across the benefits eligible employee population. The committee will be comprised of 10-16 representatives and led by the Director of Human Resources. The representatives should include:

- Supervisor, Comp & Benefits - 1
- HR Associate, Labor Relations - 2
- Finance / Purchasing Representative - 1
- AAUP Representatives - 5
- SEIU Representatives - 4
- IUOE Representative - 1
- OPBA Representative - 1
- Broker (USI) Representative - 1

PHILOSOPHY / MISSION

To provide competitive employee benefit programs that help attract / retain a high-performing workforce:

- Protecting employees from catastrophic loss
- Providing long-term predictability
- Emphasizing education, wellness, and consumerism
- Enabling individual choice
- Encouraging employee responsibility and appropriate behaviors

GUIDING PRINCIPLES

- 1) College is committed to providing quality, affordable healthcare
- 2) Choice should be available through plan design

- 3) Emphasis should be placed on engaging employees to improve health through:
 - a. Education (skill development)
 - b. Communication (two way sharing of information)
 - c. Wellness
- 4) Employees should take responsibility for their behaviors
- 5) Incentives may be appropriate to encourage behavior
- 6) Data should be used whenever possible to support recommendations
- 7) Change should be evolutionary, not revolutionary

LONG-TERM GOAL

To provide high-quality health care benefits while controlling costs through efficient plan design and user education.