

AGREEMENT  
between

Cincinnati State  
Technical and Community College

and

International Union  
of Operating Engineers  
Local 20 - Environmental Services Unit

July 1, 2009 to June 30, 2012

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## Agreement

This agreement is made and entered into effective the 1st day of July, 2009, by and between the Cincinnati State Technical and Community College, hereinafter referred to as the "College, " and the International Union of Operating Engineers, Local 20, hereinafter referred to as the "Union" and jointly referred to as the "Parties." The Parties hereby agree as follows:

Article I

Recognition

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

B. The bargaining unit shall be defined as follows:

1. Included in the bargaining unit are:

Environmental Service Technician;

Crew Leader.

2. Excluded from the bargaining unit are:

All other employees of the College.

C. Union Representatives

The union representative shall be permitted reasonable access to work areas in order to conduct legitimate union business, but only with prior approval of the department supervisor. Time spent by the steward in grievance handling will be paid by the College, provided such time is not abused. The union steward may use the photo copying machine located in the main Physical Facilities office at the same cost and under the same conditions as provided to students and non bargaining unit employees. The Union shall notify the College in writing as to the identity of the steward within seven days of the steward's appointment.

## Article II

### Non-Discrimination and Affirmative Action

A. The College is an equal opportunity employer. The College, the Union and the members of the bargaining unit agree that they shall not discriminate against anyone for reasons including but not limited to, race, creed, color, age, gender, religion, national origin, physical or mental handicap or membership or non membership in the Union, or lawful activity in support of or in opposition to the Union, or for exercising any rights under this Agreement.

B. The College is an affirmative action employer. In all areas of personnel matters, including, but not limited to, initial employment, changes in status, and retention, the College will give particular attention to the candidacy of qualified women and minorities.

The College agrees that any College-wide committee recognized as participating in Affirmative Action endeavors shall include a designee of the Union.

### Article III

#### 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.
  - 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.

## Article IV

### Management Rights

A. The College retains the sole and exclusive right to manage its operations, buildings and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operation of the College.

B. The right to manage the operations, buildings, plants and to direct the working force includes, but is not limited to, the following College management rights:

1. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.
2. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
3. To manage and direct the employees of the College.
4. To determine position qualifications consistent with the needs of the job.
5. To hire, promote, transfer, assign or retain employees in positions within the College.
6. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
7. To determine the size and composition of the work force, and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines that the continuation of such work is unnecessary.
8. To determine location of campuses, satellites, and other facilities and equipment of the College.
9. To determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College.
10. To determine the mission of the College and to efficiently fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any goods or services.
11. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this agreement.

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

D. Nothing contained herein shall give management the right to change wages, hours, terms and conditions of employment without first negotiating with the Union except as otherwise specified in the contract.

## Article V

### Union Security and Check-Off

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

##### A. Dues Check-Off

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

##### B. PAC Fund

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

##### C. Fair Share

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

##### D. Transmission of Funds

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

## Article VI

### Grievance Procedure

#### A. Definition of Grievance

If a dispute arises over the interpretation or application of any specific provision of this agreement, it shall be defined as a grievance and handled under the following procedural steps as listed below. Any time period contained within the grievance procedure that requires action to be taken with a period of five days or less, shall not include Saturdays, Sundays or legal-holidays in the computation of the time period. All time periods contained within the grievance procedure may be extended upon mutual agreement of the parties, which agreement shall not be unreasonably withheld. A grievance must be presented within ten (10) working days of the alleged occurrence prompting the grievance. Grievances submitted after ten (10) days are not valid and will not be considered.

#### B. Informal Procedure

The Union and the College agree that any and all issues can and should be resolved at the lowest possible level. To that end, the parties agree to work diligently to solve and resolve issues within the informal step of this Grievance Procedure.

1. The complaint will be presented to the immediate supervisor and/or designee to be reviewed and a verbal response will be given by the immediate supervisor within seventy-two (72) hours or extended by mutual agreement.
2. If the Grievance is not resolved at Step B. 1 the employee or steward shall submit a grievance in writing to the next level supervisor and/or designee within five (5) working days after the verbal response. The grievance shall be signed by the employee or steward and will include the Articles and Sections of the contract that have or may have been violated. The next level supervisor or designee shall give his/her written answer within five (5) working days after such presentation. Where the investigation of a grievance may require the supervisor to contact a bargaining unit employee, such meetings shall include the union steward.

#### C. Formal Grievance Procedure

In the event that a complaint cannot be resolved informally, the parties shall pursue the formal internal grievance procedure steps before making any application for arbitration, unless the College, the grievant, and the Union agree in writing to alter the procedure by waiving the formal internal step or by proceeding directly to arbitration.

##### 1. Internal Step

If the Grievance is not settled at Step Two of the Informal Procedure, the Union may appeal the grievance in writing to the Director of Human Resources or designee by sending a written notice and a legible copy of the grievance form to the employer within ten (10) days after the receipt of the Informal Step Two answer. Within ten (10) days of receipt of the grievance, the Director of Human Resources or designee shall convene a hearing to discuss the grievance. Such a

meeting shall include the grievant (s) and the Steward of the IUOE and shall be scheduled at a time which is mutually convenient to the parties.

The Director of Human Resources or designee shall issue a full response to the Union and the grievant (s) within ten (10) days of the appeal. The response will include a description of the events giving rise to the grievance and the rationale upon which the decision was rendered. The Director of Human Resources or designee may reverse, modify or uphold the answer at the previous step or request a meeting to discuss resolution of the grievance.

## 2. Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed by arbitration by the Union by providing written notice to the College grievance officer within thirty-one (31) days of the receipt of the answer.

### D. Arbitration Procedure

1. Should the Union Business Manager submit to the Director of Human Resources and/or designee an appeal for arbitration, the representatives of the College and the Union shall meet within thirty (30) days to select an arbitrator from the agreed upon permanent panel of arbitrators.
2. Within ten (10) days the College and the Union shall by alternate striking names, select an arbitrator from the list of five (5) arbitrators.
3. In rendering a decision, the arbitrator shall be bound by the provisions of this Agreement.
4. The arbitrator shall have authority to remedy the issues submitted in a manner consistent with the terms of this Agreement, provided that where a grievance is based upon an alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement. The decision of the arbitrator shall be binding on both parties.
5. The arbitrator shall have no authority to resolve any issues not submitted to him or her.
6. All fees and expenses of arbitration shall be paid by the losing arbitration party.

## Article VII

### Employment Outside the College

Members of the bargaining unit may be employed outside of the College. Such activities must:

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

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

## Article VIII

### Compensation

#### A. Wages

Effective July 1, 2009, members of the bargaining unit shall receive a two and three quarters percent (2.75%) across the board increase in pay.

Effective July 1, 2010, members of the bargaining unit shall receive a three percent (3.0%) across the board increase in pay.

Effective July 1, 2011, members of the bargaining unit shall receive a three percent (3.0%) increase in pay.

Throughout the course of the agreement, the minimum base rate for non-probationary Environmental Services Technicians shall be as follows:

Effective July 1, 2006 -- \$12.18 per hour

Effective July 1, 2007 -- \$12.55 per hour

Effective July 1, 2008 -- \$12.93 per hour

Throughout the course of the agreement, the entry rate for the Environmental Services Technician shall be \$11.20 per hour. At the completion of the probationary period, the employee's rate shall be increased to the minimum base rate for non-probationary employees as defined above.

#### B. Longevity Pay

All I.U.O.E. bargaining unit members shall be eligible for a longevity pay increment beginning on the first day of the pay period within which the employee completes seven years of total service with the College. All eligible bargaining unit members shall receive 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

#### C. Shift Differential

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

2nd Shift: All hours worked (including overtime) on any shift beginning at or after 1:00 PM and prior to 10:00 PM will be compensated with a shift differential of seventy-five cents (\$.75) per hour added to the base rate.

3rd Shift: All hours worked (including overtime) on any shift beginning at or after 10:00 PM and prior to 6:30 AM will be paid a shift differential of one dollar (\$1.00) per hour added to the base rate.

If, during the course of this agreement, any other bargaining unit within the College that includes hourly employees should successfully bargain for and receive shift differential amounts higher than those reflected in this agreement, the shift differential amounts in this agreement shall be adjusted to equal the higher amounts in the other agreement, effective on the same date as the increase in the other agreement.

The College agrees to continue running HVAC in areas of the buildings where work is being performed during any third shift. The College maintains the right to monitor and change air flow throughout the buildings to meet State energy mandates, provided temperatures shall be maintained between 58 degrees and 82 degrees fahrenheit at all times, unless there is an unexpected loss of power or a major equipment malfunction.

Any third shift will be scheduled on four or five consecutive work days.

## Article IX

### Hours of Work, Overtime and Work Assignments

A. Work Week: The work week shall be defined as 40 hours, which may consist, with the employee's and management's mutual agreement, of four work days of ten hours each (excluding one-half hour of unpaid lunch) or five work days of eight hours each (excluding one-half hour of unpaid lunch).

The College retains the right to change schedules and shifts as it becomes necessary. No permanent changes shall be made without giving employees and the IUOE Office/Business Manager at least ten (10) working days advance notice.

B. Overtime: Overtime will be paid for all hours worked in excess of forty (40) hours in a work week. In a week in which a paid holiday (as defined in Article X) occurs, overtime will be paid for all hours worked in excess of thirty-two (32) hours in a work week. For purposes of determining hours worked in a week, paid vacation and personal leave time taken will be included. Sick leave taken will not be included as time worked.

One and one-half times the regular hourly rate of pay will be paid for hours worked on the sixth day in a work week that are over and above 40 hours in that work week. Two times the regular hourly rate of pay will be paid for all hours worked on the seventh day in a work week. (For employees working a four-day week, one and one-half times the regular hourly rate will be paid for hours worked on the fifth and sixth days of the work week that are over and above 40 hours in that work week. For employees working a four day week, two times the regular hourly rate of pay will be paid for all hours worked on the seventh day of the week.)

No overtime shall be paid without first having been approved by management.

Overtime will be offered first to employees assigned to the work assignment where the overtime will occur. Should the eligible employee be unavailable or reject the overtime opportunity, overtime will be offered to employees in the bargaining unit as follows: The overtime hours of each bargaining unit employee shall be posted and updated on a weekly basis. On July 1 of each year, overtime hours shall return to zero. Overtime shall be offered starting with the most senior bargaining unit employee and so on in procession of seniority. Employees will be charged for all hours worked and for all hours which were offered but refused on the overtime list. Once everyone in the bargaining unit has been offered an overtime opportunity based on seniority, overtime will then be offered to the employee with the lowest accumulated hours of overtime. If two or more employees have the same amount of accumulated overtime, the most senior employee will be asked first. Notwithstanding, overtime shall not be assigned to any employee not qualified to perform the necessary work. Overtime refused by bargaining members will be offered to subcontractors or assigned to other College employees.

The College retains the right to refuse to make overtime available to an employee if that overtime became necessary because of the absence without leave during straight time hours of that same employee.

C. Work Assignments: The College retains the right to make work assignments, to change work assignments, and to determine the type and frequency of tasks to be performed by bargaining unit members. If a vacancy occurs in a permanent Environmental Service Technician assignment, bargaining unit members may request to be given that assignment, and such request shall be honored on the basis of seniority as long as the requesting employee has the necessary skills, qualifications, ability, and physical capacity to successfully perform the functions of the job. No more than three (3) open assignments can be filled by seniority per vacancy. Any other requests for vacant assignments shall be at the employer's discretion. Bargaining unit members shall be limited to one (1) such reassignment per year.

D. Lunch Period and Breaks: Members of the bargaining unit shall receive two paid breaks consisting of a 15-minute work break for the first four hours of work and a second 15-minute work break for the second four hour period worked. Members of the bargaining unit shall receive a one-half hour non-paid lunch period. Bargaining unit members may combine breaks with the lunch period for the purpose of taking an extended lunch period with the agreement of the supervisor (or the supervisor's designee) in each instance, providing that the agreement will not reduce the hours worked by the employees to less than eight hours per day.

Break times and lunch periods shall be posted with the weekly schedule. Management retains the right to change posted break times and lunch periods as needed.

Employees shall not be required to report to designated areas for breaks or lunch. However, employees shall not be permitted to eat and drink in areas where such activity is prohibited. Employees shall be permitted to leave the building during lunch breaks; provided, any employee leaving the building must leave and return via a door designated by management.

E. An employee who must be late for work shall notify his/her supervisor (or the supervisor's designee) as soon as possible, but no later than the beginning of the shift.

F. Whenever it becomes necessary to permanently change an employee's shift assignment, he or she will be given a ten (10) working day notice.

## Article X

### Benefits

#### A. Cafeteria Benefits Plan

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

1. 94% of the cost of Anthem Blue Preferred Primary health insurance coverage, with the office-visit co-pay of \$15 and the three-tier prescription drug co-pays of \$10/\$20/\$30;
2. the total cost of the current dental plan coverage;
3. the total cost of vision plan coverage as provided by the Vision Service Plan (VSP) Plan B;
4. the total cost of the Employee Assistance Program;
5. the total cost of current short-term disability coverage for the employee only; and,
6. the total cost of basic group life insurance coverage, for the employee only, at one and one-half (1 1/2) times annual salary with a minimum of \$25,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.

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

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

A bargaining unit employee may revise his or her election upon a change of family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars which he or she may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly). However, the amount of premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed, for the term of this agreement, at \$154.38 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and \$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 select some form of the vision plan.

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

dollars.

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

#### B. Holidays

Employees working on holidays (as defined by this agreement) shall receive eight hours pay at their normal hourly rate plus one and one-half times their normal hourly rate for hours worked (between 12:00 am and 11:59 pm on the holiday).

For purposes of this collective bargaining agreement, the following shall be considered holidays:

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

For purposes of this collective bargaining agreement, the day recognized by the College as the official holiday shall be the day for which holiday pay shall be paid to any member of the bargaining unit who is required to work on that day.

The custodial staff shall observe College closed off days. If a bargaining unit member is called into work on a college closed off day, that employee shall have the option of being paid time and one-half for the hours worked or of receiving comp time at time and one-half the hours worked. The employee shall make his or her designation on the day of the overtime occurrence .

#### C. Vacations

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

All vacation will be requested in writing by the employee and signed and returned to him or her by his or her supervisor (or the supervisor's designee) within three (3) working days for requested vacations of one week or more and within two (2) working days for requested vacations of less than one week. No vacation shall be taken without prior written approval of his or her supervisor (or the supervisor's designee).

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

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

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

Vacation time shall be cumulative to a maximum of three times the annual allowance.

#### D. Sick Leave

Members of the bargaining unit shall receive a total of eighty (80) hours of sick leave per fiscal year. Such allocation will be made at the beginning of each College fiscal year. Both the College and the Union acknowledge that sick leave shall be used only because the employee is sick or injured; sick leave is not to be used as vacation, and the use of sick leave as vacation will subject bargaining unit members to discipline. Conversely, as per section C of this Article, vacation time can only be used with the prior written approval of the supervisor (or the supervisor's designee); therefore, vacation time shall not be used as sick leave. Furthermore, both the College and the Union recognize that abuse or suspicious use of sick leave (i.e., specific days of the week, persistent patterns of continual use, days following or preceding other off days, absence following overtime worked, maintaining zero or near zero balances, etc.) could subject an employee to disciplinary action.

Employees out on sick leave for three (3) or more consecutive days must present a medical note from their doctor upon their return to work. However, once an employee has been disciplined for abuse or suspicious use of sick leave, the College may require that employee to provide medical documentation for each incident of sick leave use, regardless of length, for a period of eighteen (18) months from the date of the discipline. Such medical clearance shall include the date the employee sought medical treatment, the date(s) for which the employee is excused, the date the employee is cleared to return to work, and any applicable physical restrictions. Failure to provide such medical clearance will result in denial of sick leave benefits and could result in disciplinary action.

When an employee's sick leave balance reaches or falls below twenty-four (24) hours of sick leave according to the payroll journal, the supervisor shall meet with the employee to discuss his or her use of sick leave. The purpose of this meeting shall be to allow the employee the opportunity to discuss any extenuating circumstances concerning use of sick leave of which the supervisor should be aware. This meeting is not for the purpose of requiring the employee to explain his or her prior use of sick leave, nor is it to be considered disciplinary in nature. The employee has a right to be represented by his or her union at any such meeting.

Once an employee exhausts his or her sick leave, any additional time taken off due to sickness shall be deducted from the employee's personal leave balance. Once an employee has exhausted all sick leave and personal leave, any additional absences, unless covered under remedies available under the law (e.g., ADA, FMLA), will subject the employee to progressive discipline, even if the absence is supported by a medical certification.

Members of the bargaining unit who are sick shall notify their supervisor (or the supervisor's designee) as soon as possible, but in no event later than the beginning of the employee's shift, unless circumstances are such that it would be impossible to so notify the supervisor or the supervisor's designee (i.e., sudden, life-threatening illness, injury, etc.). Failure to provide proper notice will result in denial of sick leave benefits and could result in disciplinary action.

Employees shall not be permitted to pool sick leave.

#### E. Personal Days

Members of the bargaining unit shall receive forty (40) hours of personal leave per fiscal year, which may be used for the following purposes:

1. To transact essential personal business that cannot be transacted outside of 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.
4. For seminars, professional enrichment and union functions.
5. For any other purpose approved by the President.

Except when an emergency occurs that makes it impossible for an employee to obtain his supervisor's advance permission, personal leave may only be used with the supervisor's advance permission, which shall not be unreasonably withheld. Employees requesting personal leave must notify their supervisor (or the supervisor's designee) by the beginning of the employee's shift. At the end of the fiscal year, any unused personal leave shall convert to sick leave.

#### F. Parking

The College agrees to provide free parking throughout the term of this agreement. Designated space shall be in accordance with the Employee Handbook.

#### G. Uniforms

Uniforms and caps will be provided by the College and worn at work. The uniform will consist of pants and a shirt or tee shirt depending on conditions. New hires will only receive uniforms after their probationary period ends. Ten pair of pants, five tee shirts, ten shirts with collars, and three caps will be provided. Tee shirts and caps will be replaced yearly. The College will provide two (2) sweatshirts annually to wear during periods when the College needs to slightly reduce air temperatures to meet State energy mandates.

The College shall reimburse each bargaining unit member up to \$100 per contract year for the purchase of OSHA-approved steel-toed safety shoes. The employee must provide a paid receipt for the shoes. Eligibility for this benefit will only apply to those employees

who have successfully completed their probationary period. Employees shall be required to wear these safety shoes while on duty.

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

#### H. Use of Facilities

Members of the bargaining unit shall be able to utilize the campus facilities, which include the library, the pool, the gym, and the weight room during non-working hours when such facilities are open and staffed for general use by employees. An employee ID will be required. The gym shall be available for use by employees during the posted lunch period.

## Article XI

### Training and Certification

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

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

Certification training will be done on campus or within the city of Cincinnati whenever possible.

When considering employees for promotional opportunities, the College agrees to recognize training and certifications obtained by the employee that are applicable to the position for which the employee is being considered.

## Article XII

### Retirement

Membership in the School Employees Retirement System is mandated for all employees of the College who meet the eligibility requirements of SERS as established by state law. The College and each employee shall contribute at the statutorily mandated rates to SERS pursuant to the regulations of the system. The portion that the employee pays, as required by law, is excluded from the employee's taxable gross income for the purpose of deferring federal and state income taxes on these amounts. Employees who retire from SERS 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 month limit; employee paid)

## Article XIII

### Sick Leave Conversion at Retirement

Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may convert accumulated sick leave up to a maximum of 65 days (30 days for persons employed or re-employed by the College on or after March 1, 1990) at the rate of one day for every three days of sick leave into a lump sum payment upon the effective date of official retirement.

When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as  $.00384 \times$  the employee's current annual salary  $\times$  the number of eligible days.

## Article XIV

### Severe Weather and Emergency Closing

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.

All efforts will be made to ensure that 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		

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, generally no later than 5:30 A.M. Announcements for evening classes will be made by 4:00 P.M. During severe weather or emergency closings on Sunday, the College shall notify the employees who are scheduled to work of the closing.

When classes are cancelled, 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 will be granted to full time staff members. Employees will be compensated at the normal rate of pay for these days. Persons required to work on days when the College is closed, who are eligible for overtime, will be paid overtime at the rate of 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.

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 is closed will be permitted to withdraw their request for the days when the College was closed. Employees absent without leave will not be paid for that period of time.

If the College is not closed by the President, but an employee chooses to be absent based on a personal judgment regarding the 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.

In the event that the College makes the decision to close for any emergency during the course of a workday, 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 XV

### Family and Medical Leave Act

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

#### Leave Requirements

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

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

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

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

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

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

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

#### Paid Versus Unpaid Leave

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

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

#### Notice of Leave

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

#### Intermittent or Reduced Work Leave Schedule

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

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

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

#### Certification of Need for Leave and Return to Work

Any leave request based on a family member or the employee's own serious health condition must be supported by certification of a health care provider in a reasonable time after requested by the College.

An employee absent for three or more weeks must provide Human Resource Services with a certificate that the employee is able to resume work.

#### Employment and Benefits Protection

An employee who has exhausted accrued or accumulated sick pay, personal leave, and accrued or accumulated vacation pay may still be eligible for leave without pay, up to combined total of 12 weeks under FMLA or under College policy. During that 12-week period, if extended by the Board of Trustees, the employee will retain all College-provided fringe benefits, except for vacation and sick leave accrual and retirement contributions based on salary.

At the conclusion of a required or approved leave, the employee will be restored to 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.

#### Abuse of FMLA or College Policies on Leave of Absence

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

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

## Article XVI

### Discipline

#### A. Disciplinary Action

##### 1. General Procedure for Disciplinary Action

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

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

The normal progressive disciplinary action will be a written reprimand, followed by suspension, and finally termination. However, nothing contained herein limits the right of the College to impose the level of discipline deemed necessary to address the misconduct at issue. The College, in its discretion, may institute disciplinary proceedings at the level deemed appropriate for the offense alleged.

#### B. Progressive Disciplinary Steps

##### 1. Written Reprimand:

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

##### 2. Suspension:

Depending upon the severity of the problem or the gravity of the offense, an employee may be suspended without pay. An employee may be suspended for three days or less with the recommendation of the immediate supervisor and approval of the department head and the Director of Human Resources or his/her designee. Any suspension of longer duration must be approved by the President. If an employee is suspended without pay and

later reinstated because the suspension is found to have been improper in whole or in part, that employee will receive wages for the period of suspension found to have been improper. The occurrence of a suspension shall be made a part of the employee's permanent personnel record and shall be considered as a factor in the performance evaluation process.

### 3. Termination:

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

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

### D. Administrative Leave:

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

### E. Rights of Appeal to Disciplinary Action

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

### F. Reasons That Disciplinary Actions May be Imposed

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

1. Behavior contrary to civil law and/or behavior which interferes with the College's maintenance of order or its educational process is forbidden. Such behavior may result in disciplinary action including, but not limited to, disciplinary probation, suspension, dismissal/termination or other appropriate action.

2. The decision as to whether a specific kind of behavior is a violation will rest with the administration. Following are specific but not exclusive examples of behavior prohibited by this section.
- a. Deliberate destruction of, damage to, malicious misuses of, College property.
  - b. Assault or battery upon another person while on College owned or controlled property.
  - c. Theft of the property of the College, or any private individual, which is physically located on the College owned or controlled property.
  - d. Forgery or alteration of any College identification cards, parking permits, or records or information storage systems.
  - e. Failure to perform responsibilities in an efficient and satisfactory manner either through incompetence, negligence, or refusal to carry out reasonable assignments.
  - f. Fraud or misrepresentation of qualifications.
  - g. Violations of the rights and freedoms of other members of the college community.
  - h. Falsification or unauthorized destruction of records.
  - i. Illegal or unauthorized possession or use of firearm, fireworks, explosives, dangerous chemicals or weapons while on College-owned or controlled property.
  - j. Sexual or other forms of discrimination or harassment.
  - k. Conviction of a felony or plea of no contest to a felony charge that renders the employee unfit or unable to perform responsibilities, or conviction of or a plea of no contest to a crime or misdemeanor that is hostile to the college community.
  - l. Illegal manufacture, sale, possession, or use of alcoholic beverages, narcotics, marijuana, hypnotics, sedatives, tranquilizers, stimulants, hallucinogens or similar controlled substances.
  - m. Obstruction or disruption of teaching, research, administration, disciplinary procedures or other College activities.
  - n. Participation in or organization of any demonstration or unauthorized activity which interrupts the functions of the College or interferes with the rights of other members of the College community.
  - o. Unauthorized entry into or use of College facilities, either buildings or grounds.
  - p. Deliberate disobedience of or resistance to identified College authorities acting in the line of duty.
  - q. Drunkenness or gambling on College owned or controlled property.
  - r. Disorderly conduct on College owned or controlled property.
  - s. Unsatisfactory attendance and/or performance.
  - t. Unsafe and/or negligent operation of College vehicles and/or equipment.

## Article XVII

### Layoff and Recall

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

1. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.
2. When employees are subject to a reduction in force, the college shall have the right to prioritize the layoff by classification .
3. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fires, utility failures, acts of God, or other causes beyond the College's control.
4. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the union. If the notice is undeliverable, the College's obligation shall be considered to be fulfilled. The recalled employee must notify the College within two (2) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be determined by the College. Failure to return from layoff shall subject the employee to termination of service. In the event that an employee is unable to return to work due to illness or injury certified by a physician, that employee shall so notify the College within two (2) working days of the date of receipt of the notice and shall provide the College with a physician's certification upon request. Failure to notify the College and/or to provide a physician's certification upon request shall subject the employee to termination.
5. The obligation to recall an employee shall cease after a full two years of layoff.
6. The recall of employees laid off shall be in reverse order of layoff except that probationary employees shall have no right to recall.
7. Seniority shall mean the length of time measured in continuous years, months, and days of service an employee has with Cincinnati Technical College .
8. The College reserves the right to abolish or freeze positions as it deems necessary.

9. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose his/her right to a subsequent recall; however, Cincinnati State Technical and Community College will not be obligated to hold the position open until such time as that employee is able to return to work.

10. Employees on layoff are not eligible for holiday pay for holidays which fall during such layoff or leave. However, if an employee is laid off on the day a holiday is observed he/she shall be paid holiday pay if they would otherwise have been eligible for holiday pay.

## Article XVIII

### Jury Duty and Other Court-Related Appearances

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

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

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

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

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

An employee shall be expected to return to work immediately upon completion of each day's service. If an employee actually serves on a jury, that employee shall be released from work that day. The College retains the right to make such scheduling changes as it deems necessary to compensate for the absence of an employee required to attend a court or administrative proceeding. The employer shall give notice of such scheduled change to

the affected employee(s) as soon as is practicable. In no event will an employee be penalized for serving on jury duty.

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

## Article XIX

### Health and Safety

It is the responsibility of the College to provide safe working conditions, tools, equipment, and work methods for its Employees. It is the duty of all Employees to use the safety equipment provided by the College and to follow all the safety regulations and working methods recommended for their safety and the safety of students.

~~In the event of an on-the-job injury, the Employer and Employee will follow established procedures relating to occupational injury and complete the necessary forms and reports.~~

The Employer shall be responsible for keeping all College vehicles utilized by Employees in safe operating condition. Employees shall notify supervision of any safety defects on College vehicles and/or equipment.

Article XX

Safety Committee

One bargaining unit member shall be permitted to serve on the College Safety Committee.

## Article XXI

### Probationary Period

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

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

## Article XXII

### No Strike or Lockouts

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

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

Article XXIII

Supervisors Working

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

Article XXIV

Subcontracting

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

The College shall provide the Union with a copy of the current housekeeping subcontractor contract.

## Article XXV

### Medical Limitations

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

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

## Article XXVI

### Labor / Management Committee

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

Article XXVII

Legal Legislative Change Clause

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

## Article XXVIII

### Entirety Clause

This written agreement, as well as any Memorandum of Understanding signed by both parties, 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 The College, including those contained in the most current College Handbook 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 XXIX

Waiver

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

Article XXX

Crew Leader

Should the College determine that it is necessary to fill a Crew Leader position, on either a temporary or permanent basis, such Crew Leader shall be compensated, for the duration of the appointment, at an hourly rate \$1.00 per hour more than the highest base rate currently being paid to an Environmental Services Technician.

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

## Article XXXI

### Seniority

1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with Cincinnati State Environmental Services. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.
2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.
3. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.
4. In the event more than one (1) person is hired on the same day, seniority will be based on the person's last name alphabetically, on the hire date.

Article XXXII

Duration and Amendment

This agreement shall become effective on July 1, 2009, and shall continue in full force and effect until and including midnight of June 30, 2012.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this 23rd day of April, 2010.

CINCINNATI STATE  
TECHNICAL & COMMUNITY  
COLLEGE

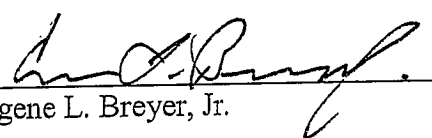
INTERNATIONAL  
UNION OF OPERATING  
ENGINEERS, LOCAL 20,  
ENVIRONMENTAL  
SERVICES UNIT

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Michael R. Oestreicher  
Chair, Board of Trustees

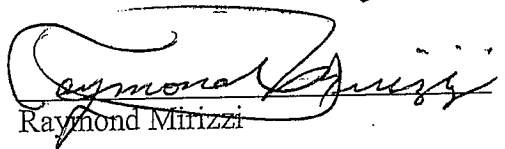
\_\_\_\_\_  
Terry Ware, Sr.  
Business Manager

\_\_\_\_\_  
John L. Henderson, Ed.D.  
President

\_\_\_\_\_  
Chris Tombs

  
\_\_\_\_\_  
Eugene L. Breyer, Jr.

\_\_\_\_\_  
Anthony Waite

  
\_\_\_\_\_  
Raymond Mirizzi

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Ruben Irons

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Tyrone Walton

## APPENDIX I

### Memorandum of Understandings

This memo of understandings between Cincinnati State Technical and Community College (herein after called the "College"), and IUOE, Local 20 (it and such local union being herein after referred to unless other specified as the "Union"), constitutes the parties agreement to the following:

#### 1. Health Professions Building Overtime

If overtime work is required of the subcontractors assigned to the Health Professions Building, the College agrees to offer it to members of IUOE, Local 20.

#### 2. Custodial New Hires

The College will under normal conditions and within the constraints of good affirmative action and employment practice fill a vacant bargaining unit position within 90 days. The College encourages IUOE, Local 20 to submit suitable applicants to Human Resources. The College agrees that whenever a vacancy within the bargaining unit has been approved for recruitment and is posted, a copy of the posting shall be sent to the Union Office/Business Manager.

#### 3. Arbitration Panel

The College and the Union agree to use a permanent arbitration panel consisting of the following individuals in settling disputes arising from this agreement requiring arbitration: Mitchell B. Goldberg, William C. Heekin, Daniel N. Kosanovich, John J. Murphy, and Michael A. Paolucci. Any such arbitrations shall be conducted according to the terms of this agreement.

#### 4. Termination of the Collective Bargaining Agreement

A. This agreement shall be in full force and effect from 12:01 a.m. July 1, 2006, to 12:00 midnight June 30, 2009, and shall continue from year to year thereafter unless either party serves written notice of a desire to modify or terminate this agreement 60 days prior to the date of expiration.

B. In lieu of the impasse procedures specified in Ohio Revised Code (ORC) 4117.14 (C), the parties agree that the following procedures will be used in resolving an impasse reached pursuant to the renegotiations of a new collective bargaining agreement, following the expiration of this agreement.

- i. The party providing notification pursuant to Section A above shall simultaneously send a copy to the State Employment Relations Board (SERB) along with a copy of the existing Collective Bargaining Agreement.
- ii. During the period commencing at least 45 days prior to the expiration of the existing agreement, both parties agree to bargain in good faith in an effort