

**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**

**2014-2017**

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**Article 1**  
**Agreement**

This agreement made and entered into effective August 25, 2014, 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 2**  
**Preamble**

Cincinnati State endorses the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of Cincinnati State to retain the right to operate the College effectively in a responsible and efficient manner; and, endorses the management rights of the College and Union rights of Service Employees International Union/District 1199, WV/KY/OH, The Health Care and Social Services Union.

It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of Cincinnati State.

Whenever a male or female pronoun or adjective is used, it refers to persons of either sex.

### **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 Coordinator
Academic Records Specialist
Academic Records Supervisor
Academic Specialist
Account Receivable Accountant
Accountant
Accounting Specialist
Accounts Payable Clerk
Accounts Receivable Specialist/Advisor
Admissions Records Supervisor
Advising Specialist
Analyst
Application Specialist
AVP Instructional Support Coordinator
Bursar Office Accountant
Café/Student Cashier
Cashier
Circulation Services Coordinator
Classroom Multimedia Technician
Clerical Assistant I
Clerical Assistant II
Client Management Specialist
College Information Specialist
College Representative—Recruiting
Communication System Technician
Coordinator Student Services
Coordinator Of Instruction Multimedia
Coordinator of Veterans Affairs/Foreign Student Advisor
Cost Systems Specialist
Data Entry Specialist
Data Retention Specialist
Disability Services Aide
Disability Services Assistant

Disbursement Specialist
Duplication Clerk
Education Specialist
End User and CSS
Entrance Testing Specialist
ERP Analyst
Events Scheduling CSS
Executive Assistant I
Executive Assistant II
Financial Aide Advisor
GEAR UP Drop Off Prevention Specialist
GEAR UP Parent/Student Coordinator
Grant Accounting Specialist
Graphic Art Center Assistant Supervisor
Graphic Art Center Supervisor
Infrastructure Technician
Interpreter
Lab Manager-Fire Services
Laboratory Technician
Laboratory Technician - Extended Services
Laboratory Technician/Help Desk
Lead Classroom Multi Media Technician
Lead Laboratory Technician
Library Assistant/Technician
Library Specialist
Library Specialist-Acquisitions
Library Specialist-Circulation
Library Specialist-Periodicals
Marketing Outreach Coordinator
Media Specialist-Campus Services
Multi Media Production Specialist
Nursing Skills Lab Manager
Nursing Skills Lab Manager-75%
Open Laboratory Technician
Payroll Assistant
Programmer
Programmer Trainee
Programmer/Analyst
Publishing Production Specialist
Purchasing Assistant
Receiving Clerk/Expeditor I



Receiving Clerk/Expeditor II
Registrar Specialist
Registration Supervisor
Safety Dispatcher
Scheduling Supervisor
Senior Laboratory Technician
Senior Laboratory Technician/Help Desk
Senior Laboratory Technician-CIT
Senior Programmer/Analyst
Small Press Operator
Special Needs Assistant
Special Needs Assistant-Counseling
Specialist-Student Activities
Student Development/Retention
Student Retention Coordinator
Student Services Specialist
Technology Support Specialist and Event Coordinator
Telecommunication Analyst
Telephone/Computer Operator
Trainer/Application Specialist
Tutoring Center Coordinator
UNIX Systems Analyst
Veterans Certifying Official
WIA Life Coach

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 Resources Office and a copy of the list will be given to the Union.

**Excluded:**

Supervisory, confidential, managerial, seasonal and casual employees, students and guards are defined by ORC 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 Grant Accountant  
Supervisor of Support Services  
Analyst (MIS).

The following positions are excluded on the basis of Confidentiality:

The Assistant To, Executive Assistant II and/or Executive Assistant I positions in the following Officers: President, Executive Vice President, Academic Vice President, Chief Financial Officer, Vice President of Technology, Vice President of Enrollment and Student Development, Vice President of Workforce, and Vice President of Marketing and Communications  
One Executive Assistant I reporting to the Dean, Center for Innovative Technologies  
One Facilities Technical Assistant reporting to the Director of Physical Facilities  
One Budget Accountant in Finance  
All positions in 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. The Union will defend, indemnify, and hold harmless the College for its efforts in transmitting funds of all affected dues, fees and/or assessments.

#### **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. Retirees**

The College shall provide retiree information to the Union. This information shall be the retiree's effective date of retirement, name, classification, and rate of pay. The College shall provide the Union with the retiree information bi-annually, or when presented to the Board.

#### **F. 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 will provide a yearly listing of Union officers/stewards to the Human Resources Director on or around October 1 of each calendar year.
- B. Time spent by the officers/stewards in contract administration and grievance handling will be paid by the College provided such time is not abused. The norm shall be that annually no more than 10 percent of an individual officers/stewards work time shall be invested in contract administration and grievance handling. Release time for the handling of grievances shall be limited to no more than two (2) stewards for any given grievance.
- C. The Union steward may make limited use of the photocopying machine located in the main Human Resource office.
- D. The Union representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business, with prior notification to the department supervisor and Human Resources Director.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. The College will provide a secure storage area for central storage of SEIU paperwork.
- J. The College shall post the Board of Trustees agenda prior to the meeting and the meeting minutes on the College intranet excluding such information as is specifically exempted by law.

## **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.

### **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.

## **Article 10**

### **Hours of Work, Overtime, Work Assignments (fulltime)**

#### **Section I**

- A. For purposes of this article, the full-time 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) paid fifteen (15) minute break periods for each eight (8) hour work day for non-exempt employees and one (1) unpaid thirty (30) minute meal break. When circumstances make taking a class during non-working hours impracticable, bargaining unit members may combine their two paid break periods with their lunch periods for the purpose of taking a class based upon a written agreement with the supervisor to alter the work day 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.
- C. Each work day non-exempt employees will sign in and out by indicating the actual 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.

#### **Section II - Overtime**

- A. Overtime shall be paid for non-exempt employees who work more than forty (40) hours per week. Overtime eligible employees may choose compensation or compensatory time for overtime worked, but overtime must be preauthorized by the supervisor. Overtime shall be paid at a rate of one and one half (1 1/2) times the employee's regular rate of pay for hours worked in excess of 40 and two (2) times their regular rate of pay for Sundays and for hours worked in excess of 48 and for holidays worked. Overtime may

initially be refused by employees. If overtime is refused by all qualified employees, it will be assigned beginning with the least senior qualified employee in the department on a rotation basis. 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. The College may make use of mandatory overtime to cover for a vacant position for which the College is actively recruiting.

### **Section III – Compensatory Time**

- A. The College will provide a form for each employee to use to record compensatory time. Compensatory time is calculated at time and a half. 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. All compensatory time must be approved by a supervisor. The following parameters have been established in regard to compensatory time:
  - a. It is the College's preference to utilize overtime pay rather than compensatory time.
  - b. Employees may accumulate a maximum of 20 hours compensatory time per month. All hours accumulated beyond 20 hours will be paid as overtime pay.
  - c. 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.
  - d. If the compensatory time is not utilized within the sixty (60) day period, the compensatory time will be paid as overtime pay.

### **Section IV- Flex Time**

- A. The approval and granting of flex time shall be restricted to the discretion of the appropriate supervisor and will be considered only under unusual and mitigating circumstances. 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 flex time off.

- B. 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 flexible hours.

**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 operational needs including filling a position left vacant by an employee on an approved leave of absence.
- B. In addition, the College may use a temporary employee to fill a position for which recruiting is in progress. It is anticipated that under ordinary circumstances the position will be filled within 90 calendar days from the date on which the position is posted; however, if upon the expiration of the 90-day period the position remains unfilled despite reasonable efforts by the College, a temporary employee may continue to fill the position for another 90-day period. Further extensions may only occur with the concurrence of the Union.

**Section II - Student Workers**

- A. To be classified as student workers, the individual must be currently enrolled and taking classes for the semester. The definition of currently enrolled includes the break period preceding the student's enrolled status and in the break period following the enrolled status but does not include employment once the term following the enrolled status commences. The College will not use currently enrolled student workers to replace bargaining unit employees.
- B. Students who graduate are not eligible for work under the student worker program.
- C. Student workers are limited to 20 hours per week.
- D. Student workers may be employed to perform discrete tasks and not to fill a vacant position.

**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. Current employees who voluntarily accept a transfer or promotion to a position within the bargaining unit shall be on probation for a thirty (30) day period. If the employee does not satisfactorily complete the probation period, the employee may return to the position he or she vacated unless the current employee is discharged for just cause.
- 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. Newly hired employees to the bargaining unit and employees accepting new positions, 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 of a newly hired employee, 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.
- F. During the probationary period, an employee may not apply for another position.

**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; or
4. 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 union representative may attend and will provide two working days' notice to the Director of Human Resources. 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 quarter, 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. Two members 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 will maintain a Safety and Security Committee made up of representatives as provided in Article 16, Section B., from Public Safety, Facilities, Human Resources, Disability Services and representatives from the various collective bargaining groups. The committee will meet throughout the year per the direction of the Director of Public Safety and/or designee as committee Chairperson.

**Section II – Workers Compensation and Reporting Occupational Accidents/Injuries**

- A. The College procedures follow the state Workers' Compensation law.
- B. Employees are responsible to report all occupational injuries or illnesses to the Human Resources Office and/or Public Safety if appropriate 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 Human Resources Office and/or Public Safety if appropriate
- C. In the event of an on-the job injury, the College shall seek prompt medical attention for the employee. All on-the-job injuries shall be managed in accordance with the College's worker's compensation policy.
- D. The Department of Public Safety as well as Human Resources will investigate and document all employee accidents. In the event of an on-the-job accident, the injured party should obtain first aid as needed and notify the immediate supervisor of the incident as soon as practicable; the immediate supervisor should notify Human Resources of the incident as soon as possible. An injury reporting kit will be made available to all college offices.

**Section III--Monitor and Screen Usage**

- A. The College encourages the most productive and safe methods, programs and ergonomics in the use of its monitors and screens.

B. Bargaining unit members working on monitors and screens on a continuous basis are entitled to a 10 minute continuous break from monitors and screens work each hour of work, and during that time will perform other duties assigned for which they are responsible that do not involve monitor and screen 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. The College will announce through Daily News internal opportunities for training and development.
  
- 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 employees' 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**

- A. The College shall maintain a training and development fund titled Travel Fund(s) for training and development that is available for College employees that includes but is not limited to employees in the bargaining unit. The College shall notify the Union of the amount of this budgetary allocation at the beginning of each fiscal year in writing.-This fund will be used to pay as approved: the registration fee, travel, and per diem and for professional development conferences and seminars.
  
- B. Employee requests for Administrative Leave for conferences, workshops, or seminars will be responded to within 14 days of proper submission of such requests. Reasonable attempts will be made to respond to such requests sooner. If times off is denied, the College shall provide a response with the College's reason for denial.

## **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 internally and give a duplicate copy to the District 1199 designee. 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 acceptable internal candidates in the pool.
- 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. In consultation with Human Resources, the hiring manager will design the interview process.
- E. When there are candidates from outside the College in the pool, unit members who meet the minimum qualifications for the position shall be given preferred consideration. Such preferred consideration shall consist of the following:
  - o A guaranteed interview with the screening committee (if applicable) for the position.
  - o An additional five (5) 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.
- 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 and the other steps required by this Article shall be followed in a timely manner.
- G. Unit members not selected may request to meet with the Human Resources Department to discuss the selection process.
- H. 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.
- I. During the probationary period, an employee may not apply for another job.

## **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.
- B. A standing agenda item for the Labor Management Committee shall be discussion of Article 22 for purposes of reviewing reclassification requests, approvals, and denials for the bargaining unit members.
- C. Either the manager or the bargaining unit employee can submit a request to have a position reviewed for consideration of reclassification as follows:

The employee requesting the review submits the request electronically to the manager. The manager will be the person who submits a request to Human Resources with a statement of support or denial. All requests whether supported by the manager or not must be submitted to Human Resources to be reviewed. The outcome of the review is the responsibility of Human Resources.

Human Resources will have forty-five (45) calendar days from the day of initial submission to the manager to respond to the employee in writing the outcome of the reclassification, including the effective date.

A copy of each reclassification desk audit, outcome documentation, and all applicable documentation will be placed in the employee's personnel file and a copy will be supplied to the employee upon request.

Requests that are denied cannot be resubmitted for one year except where positions are being frozen and /or defunded and that action has an impact on the position to be reviewed.

- D. Reclassification adjustments shall be part of the normal Board of Trustees public agenda. When a position is reclassified and a subsequent pay adjustment is warranted, the effective date will be the date of the original request for reclassification.

#### **Section II**

- A. Upon reclassification to a higher pay grade, the new wage rate shall be the minimum of the new pay grade. If individuals affected by a position reclassification are currently earning above the new grade minimum, the individual will receive a 5 percent increase not to exceed the maximum of the range. If the individual is already above the maximum of the range, they

will receive a one-time lump sum payment of \$850.00. Such pay adjustment shall be retroactive to the date the current request for reclassification was submitted to the supervisor. If an upgrade of the position brings it to a position that is not within any current classification series, HR shall recommend an appropriate job title, job description and pay grade.

## **Article 23**

### **Grievance Procedure/Information Request**

#### **Section 1 Specific Provisions**

- A. If a dispute arises over the interpretation or application of any specific provisions of this agreement, it shall be defined as a grievance. A grievance under this procedure may be brought by any bargaining unit member who believes him/herself to be aggrieved by a specific violation of this agreement. When a group of bargaining unit employees desires to file a grievance involving an alleged violation that affects more than one (1) employee in the same way, the grievance shall be called a Class Action Grievance. The grievance filing must recite with specificity the violation of the agreement and the remedy requested.
- B. A grievance(s) must be signed by the member or a proxy. Proxy authorization must be filed with the Human Resource Director or Designee via email in order for the proxy to file the grievance on behalf of the member. To comply with the electronic process, typing the first and last name in capital letters signifies a valid signature when the document is transmitted electronically by the signator and copied to the aggrieved party.

#### **Section 2 Grievance Procedure**

##### **Step 1-Grievance Hearing**

- A. All complaints not resolved at the supervisory level shall be reduced in writing as a formal grievance within ten (10) working days of the date on which the grievant or grievants knew or reasonably could have had knowledge of the event.
- B. Director of Human Resources or Designee shall hold a meeting within ten (10) working days after the receipt of the grievance and issue a written response to the grievant within ten (10) working days after the meeting was held. Grievances can be amended in writing at the Step 1 hearing, in which case the Director of Human Resources or Designee has fifteen (15) working days to issue a written response to the amended grievance.
- C. If the grievance is not resolved at Step 1, not answered in a timely manner, or the Step One (1) meeting was not held in accordance with this article, the Union may demand mediation by serving written notice, within five(5) working days of the conclusion of sub-paragraph B. above, of its desire to do so consistent with the grievance form to mark for advancement.

## **Step 2-Mediation**

- A. Parties agree that if a grievance is moved onto Step Two (2), Mediation will be scheduled. Federal Mediation and Conciliation Service will be contacted by both parties to request a mediator.
- B. There will be no procedural constraints regarding the review of facts and arguments. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. The comments and opinions of the mediator, and any settlement put forth by either party shall not be admissible in subsequent arbitration of grievance nor be introduced in any future arbitration proceedings.
- C. If a grievance remains unresolved at the end of a mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her.
- D. If the grievance remains unresolved, the grievance will be held in abeyance for 45 working days from the date of mediation. The Union has 45 working days from the date of mediation to mark the grievance for advancement to arbitration.

## **Step 3- Arbitration**

- A. Should the grievance be advanced for arbitration, the parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice or referral of the Union's desire to go to arbitration.
- B. 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 Federal Mediation and Conciliation Services (FMCS) to submit a panel of five (5) arbitrators. 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.
- C. Parties must mutually agree to use an expedited arbitration procedure.
- D. All fees and expenses of the arbitrator shall be the responsibility of the losing party.

- E. The arbitrator shall have no power to add to subtract from, or modify any terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the express language of this agreement. An arbitrator's decision shall be final and binding.

### **Section 3-Information Request**

- A. Upon written request, the College shall answer any public information request in accordance with Ohio records request law .

**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 stewards, 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. Verbal warnings and written reprimands will be purged from the employee's personnel file 18 months from the date of issuance. Suspensions will be purged 36 months from the date of issuance. All disciplinary documents in the personnel file shall be purged at the respective 18- and 36-month point.

**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 with the Union and the affected employee(s) at the 30-day notice time. As part of 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. When employees are in layoff status, 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, lack of work, or reasons of efficiency 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 not post any SEIU internal or external vacancies while an employee who was notified is still within the time frame to determine options. If a SEIU vacancy comes open during said time, the College shall immediately contact the employee. 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.

3. The College shall not hire new employees into bargaining unit positions as long as there are presently qualified employees eligible for recall in accordance with Sections IV and VI of this Article and willing to be recalled to said classification.

### **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

- 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**

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 seven (7) 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.

## **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 1964 and Title IX of the Educational Amendments of 1972 as interpreted by Federal Regulation prohibit sexual harassment.
- C. All complaints of gender discrimination including sexual harassment shall be directed to the Director of Human Resources.

## **Article 28**

### **Severe Weather and Emergency Closing**

- A. Should the President or his/her designee make the decision to cancel classes and/or close the College due to severe weather or any other emergency situation, notification to that effect will be promptly communicated to employees through the local media, phone communication, and other means.
  
- B. 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 and part-time employees. Employees will be compensated at the normal rate of pay for these days. Employees required to work on days when the College is closed, 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.
  
- C. 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.
  
- D. If the College is not closed by the President or his/her designee, 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. 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 or use accumulated leave.
  
- E. 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 29**

**Americans with Disabilities Act (ADA)**

The College and the Union agree to fully support the Americans with Disabilities Act as mandated by Federal statutes.

## 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 1, 2014, all District 1199/SEIU bargaining unit members shall receive a 2 percent increase in base pay.

Effective September 1, 2015, all District 1199/SEIU bargaining unit members shall receive a 2 percent increase in base pay.

Effective September 1, 2016, all District 1199/SEIU bargaining unit members shall receive a 2 percent 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.

**SEIU SALARY RANGES**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MID-RANGE</b>	<b>MAXIMUM</b>
13	11.67	14.59	18.24
14	12.53	15.66	19.57
15	13.15	16.44	20.55
16	14.72	18.40	23.00
17	16.20	20.25	25.31
18	17.85	22.31	27.89
19	19.79	24.74	30.92
20	21.98	27.48	34.35
21	23.40	29.25	36.56

**HOURLY**

**Note: Range 25% differential between min-mid-max  
The minimum will be adjusted each year by the contract % increase.**

**SEIU SALARY RANGES**

**SALARIED**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MID-RANGE</b>	<b>MAXIMUM</b>
13	24,271.10	30,338.88	37,923.59
14	26,053.25	32,566.56	40,708.20
15	27,347.42	34,184.27	42,730.34
16	30,614.69	38,268.36	47,835.45
17	33,691.00	42,113.75	52,642.19
18	37,128.00	46,410.00	58,012.50
19	41,159.04	51,448.80	64,311.00

<b>20</b>	<b>45,720.48</b>	<b>57,150.60</b>	<b>71,438.25</b>
<b>21</b>	<b>48,669.50</b>	<b>60,836.87</b>	<b>76,046.08</b>

**Notes: Range 25% differential between min-mid-max  
The minimum will be adjusted each year by the contract % increase.**

**Section II -Shift Differential**

\$.75/hr shall be paid to all hourly employees whose regular shift begins on or after 12:00 PM (2<sup>nd</sup> 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, 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 Retirement**

- A. Membership in the State Teachers Retirement System (STRS) and the State Employees Retirement System (SERS) or 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 STRS, or 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 months limit; employee paid)

**Article 36**

**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 37**

### **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 38  
Holidays**

**Section I**

Employees shall be entitled to nine (9) holidays:

New Year's Day  
Martin Luther King Jr. Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor 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 before and the day after Thanksgiving and the Winter Break according to the College Calendar as approved by the Board of Trustees.

## **Article 39**

### **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 of vacation will retain these four weeks.
- E. Part-time employees will receive vacation leave per Article 50 of this Agreement.

**Article 40**  
**Personal Days**

Members of the District 1199 SEIU bargaining unit shall receive five (5) personal days per fiscal year.

Approval of a request for personal leave shall not be unreasonably withheld.

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

## **Article 41**

### **Educational Benefit**

#### **Section 1 - Tuition Waiver**

- A. After six months of employment, full time employees of Cincinnati State Technical and Community College are eligible to enroll in three courses per semester 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.
- C. Employees must maintain a 2.0 grade point average. If the GPA falls below a cumulative 2.0, the subsequent enrollment costs will not be waived until the GPA returns to the 2.0 or better. Employees who participate in the program should follow these steps:
  - a. 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.
  - b. If the employee is registering for a class that is required by her/his supervisor, 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. Supervisor required courses will not count as part of the waiver maximum per semester.
  - c. 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.
- D. Once the full documentation is in hand, the Cashier will process the registration and mark the bill "paid".
- E. 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 will be required. Other fees must be paid at registration time. Spouses, children, and/or dependents are eligible for institutional scholarship support only through specifically designated dependent need-based scholarship funds. Spouses, children, and/or dependents are limited to 75 credit hours exclusive of academic foundation courses.

- F. 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. Supervisory approval of course work determined to be job related and/or beneficial to the College must be submitted to the Human Resources Department for concurrent approval.
- B. 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" for undergraduate courses and "B" for graduate courses or better a full time employee may be eligible to receive reimbursement of tuition at the following rates:
- C. Reimbursement will be made for the undergraduate tuition cost not to exceed \$381 per credit hour.
- D. Reimbursement will be made for the full graduate tuition cost not to exceed \$627 per credit hour
- E. Effective July 1, 2014, the maximum tuition reimbursement shall be capped at 18 credit hours per academic year. The University of Cincinnati semester tuition rate shall be used to adjust the reimbursement amount effective each fall term.



**Article 42**  
**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 43

### 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. The College agrees to involve a bargaining unit designee in benefit provider negotiations and information sessions and it is acknowledged that these negotiations are confidential in nature.

1. The College shall provide an amount of benefit dollars sufficient to cover 92 percent of the health insurance premium. The College retains the right to choose the insurance carriers or to change carriers and is committed to maintaining roughly comparable health insurance coverage.

No individual medical data shall be collected through participation in the health insurance wellness program, and the College makes no claim to access such data, pursuant to the Health Insurance Portability and Accountability Act of 1998 (HIPAA) rules and standards.

Wellness programming will be provided at discounted costs or 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.

2. The total cost of the current dental plan coverage.
3. The total cost of vision plan.
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. The College shall maintain 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. 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 would 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.
- F. Effective January 1, 2015, newly hired employees will no longer receive cash for the waiver of health care coverage and existing employees who are currently electing insurance coverage will be able to select the waiver of coverage in the future but will not receive a cash allocation. If during the term of this Agreement, the Board of Trustees approves a more generous waiver than the deletion of a waiver found in this Article, this section shall be amended to provide for the more generous waiver approved by the Board of Trustees.
- G. An employee may not decline coverage in the Employee Assistance Program and must enroll in some version of the Vision Plan.
- H. 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**

Shall be provided by the employee assistance provide, the voluntary pre-tax deferral providers i.e., 403(b) or 457 plan providers or the retirement system provider to all District 1199 bargaining unit members.

### **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 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.

**Article 44**

**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 45**  
**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 46**  
**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.

**Article 47**  
**Short-term Disability**

Any full-time or part-time employee who has a disabling illness, injury or condition that last longer than 15 calendar days may be eligible for short-term disability leave benefits.

Employees on Short Term Disability shall be paid according to the contract with the benefit provider. During the term of this collective bargaining agreement short-term disability shall pay 60 percent of the employee's base salary. Information on the plan benefits will be provided during the annual enrollment period or upon request.

After the employee has been approved and exhausted short term disability benefits, the employee may be granted a medical leave for a period up to six (6) months (26 weeks) with proper documentation.

The employee shall be eligible for all medical benefits while on medical leave and shall continue to make the employee contribution toward the benefit plan. The employee is eligible to receive any salary increases which would have been accrued if the employee had been on the job while on Short Term Disability. The employee shall continue to accrue seniority while on Short Term Disability.

The employee shall be placed in the same or similar position upon his/her return.



**Article 48**  
**Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides an entitlement of up to 12 weeks of job-protected, unpaid leave during any 12-month period to eligible, covered employees. Employees may be entitled to more than 12 weeks of leave in certain circumstances. More information can be found at the Department of Labor Website. For detailed information on FMLA administration at the College, please contact Human Resources.

The College will comply with all applicable provisions of the Family and Medical Leave Act (FMLA). For any leave which qualifies under FMLA, the employee will be required to exhaust all applicable paid leave prior to the approval of unpaid leave. The College calculates the "12 month period" using a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

The provisions of State and Federal Law shall prevail for all aspects of military leave under the FMLA, including requests for and return from such leave.

**Article 49**  
**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 50**

### **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 semester at Cincinnati State for the employee only. Any such courses will be scheduled outside of the employee's normally scheduled work hours.

**Article 51**  
**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 52**  
**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 53**  
**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 54**  
**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 55****Termination of the Collective Bargaining Agreement**

This agreement shall be in full force and effect from August 25, 2014 through midnight of the day before the first day of school, Fall Semester 2017, unless either party serves written notice of a desire to modify or terminate this agreement 60 days prior to the date of expiration.



**Article 56**  
**Duration and Amendment**

This agreement shall become effective on August 25, 2014 and shall continue in full force and effect until midnight of the day before the first day of school, Fall Semester 2017. 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.

CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE



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Cathy Crain  
Chairperson, Board of Trustees



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

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



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Becky Williams, President

**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:
  - joint ownership of real estate property or joint tenancy on a residential lease
  - joint ownership of an automobile
  - joint bank or credit account
  - joint liabilities (e.g., credit cards or loans)
  - joint responsibility for necessities of life, including debts and medical expenses
  - a will designating the same-sex domestic partner as primary beneficiary
  - a retirement plan or life insurance policy beneficiary designation form

- designating the same-sex domestic partner as primary beneficiary
- a durable power of attorney signed to the effect that the employee and the same-sex domestic partner have granted powers to one another
  - proof of marriage if the opportunity become legally available, which will be the only requirement of financial interdependency if this is the case