

AGREEMENT

between

CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE

and

SEIU DISTRICT 1199 WV/KY/OH, SERVICE EMPLOYEES  
INTERNATIONAL UNION, THE HEALTH CARE AND SOCIAL SERVICE  
UNION  
CTW-CLC

**May 1, 2021 – April 30, 2024**

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## **Article 1**

### **Agreement**

This agreement made and entered into effective May 1, 2021, 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
Accounts 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 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/gender orientation/identity, 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 receipt of duly executed authorization cards or notification of electronic or voice authorization (information shall be provided to the Employer if requested), the Employer agrees to deduct from the pay of all employees who are members of the Union the established monthly dues, initiation fees, and/or other Union contributions and to remit such deductions to the Union prior to the end of the month for which the deduction was made.

The Employer shall be relieved from making any such check off deductions upon (1) termination of employment; (2) transfer to a job other than one covered by the bargaining agreement; (3) lay off from work; (4) leave of absence; or (5) revocation of the authorization in accordance with the terms of the authorization signed by the employee.

The Employer will electronically submit, in Excel format, to the Union the employee ID number, employee's full names, current addresses, phone numbers, email addresses, wage rates, job classification, status full time/part time, date of birth and dates of hire for all current and new employees in the bargaining unit each quarter. The Employer will electronically submit, in Excel format, to the Union each month a list of new hires, terminations, retirees, and employees in a no pay status. The Employer shall make deductions on a weekly or bi-weekly period each month.

#### **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. 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.

D. 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.

E. COPE Deductions

The employer shall deduct political action fund contributions from the pay checks of those employees who submit a proper voluntary payroll deduction authorization form or notification of electronic or voice authorization (information shall be provided to the employer if requested). The employer shall submit to the Union monthly the total check-off amount along with a list showing the names and amounts deducted from each employee. This shall be submitted as a separate check to the Union monthly. If an employee wishes to discontinue their deduction of PAC/COPE they shall contact the Union for the process of withdraw. When an employee wishes to discontinue their Political Action Contribution, the employee shall notify the Union in writing to withdraw. The Union upon receipt shall notify the employer of any withdrawal by written notification to the employer.

## 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 July 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. All SEIU1199 bargaining unit employees may be oriented by the Union Executive Board Member or a Union approved designee. The Union may conduct a separate orientation session of up to one hour (60 minutes), at a time mutually agreed upon by the Union and the College, without a loss of pay to the oriented Employee and the Union designee.
- 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 will provide internal mail service consistent with that which is offered to departments within the college, and will be provided to the Union at no cost through the College's Distribution Center. The College will not pay postage for Union mail. The College and the Union both support and encourage the use of electronic transmissions whenever possible.
- 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.

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.

- B. 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 workdays 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.

- 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 workday non-exempt employees will sign in and out by indicating the actual time in and time out using the timekeeping system. Exempt employees will sign in and submit their time bi-weekly via the timekeeping system. Every two (2) weeks each employee will sign (signature) the appropriate payroll form after having examined the form for accuracy. An employee's signature, whether electronic or in writing 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. Should the College intend to change the time keeping system, the college and the union will meet to identify and discuss any issues prior to the implementation.

## **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. It is the College's preference to utilize overtime pay rather than compensatory time.

### **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 to prevent employees from working overtime. The College will give the Union reasonable notice of its decision to implement flexible hours.

### **Section V- Virtual Meeting**

- 1. The parties recognize and agree that the circumstances may arise that require them to conduct business via forums other than in person such as via the internet over Teams, Skype, or some other mutually agreeable format.
- 2. The types of meetings include, but are not limited to LMCs, all grievance meetings, pre-disciplinary meetings, investigatory interviews, grievance mediation, grievance arbitration, Union orientations, Organizer site visits, negotiations, and any and all other types of meetings that would otherwise be held in person at the employer's site(s).

## **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**

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 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 specific tasks and not to fill a vacant position.

#### **Section III - Casual Pool**

The Union and the College agree to the creation of a Pool of Casual Employees consisting of SEIU members retired or those separated on terms of good standing from the College. The list of this pool of employees will be mutually agreed upon by both the College and SEIU. Casual Pool employees shall not be hired to perform work of the bargaining unit members except for the following reasons:

- A. To fill a position left vacant by an employee on an approved leave of absence of 30 days or less, including but not limited to medical leave, maternity leave, family leave, educational leave, military leave, Union leave, leave without pay or limited duration peak working periods of 30 days or less. Further extensions may only occur with the concurrence of the Union and the College.
- B. In addition, the College may use an employee from the Casual Pool to fill a position for which recruiting is in progress (which shall not exceed 90 calendar days from the date on which the position is approved for recruiting). In the event the recruitment process is not concluded at the end of the 90 calendar day time limit, the College will cease the use of employees from the Casual Pool to fill the vacancy.

## **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 complete 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 is committed to supporting the career advancement of bargaining unit members, and to that end will endeavor to afford current bargaining unit members priority consideration when vacancies occur within the bargaining unit. The College shall, when filling a vacancy within the bargaining unit, post internally by electronic submission and provide a duplicate copy electronically to the District 1199 designee. After posting the position, the College shall allow at least ten (10) 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 bargaining unit position outside the College until it has been determined through the hiring process that there are no acceptable internal bargaining unit candidates that meet the minimum qualifications in the pool.
- B. Should an approved vacancy occur in which there are other employees working in the same job classification (e.g.: Article 3) as the vacant position, Human Resources shall notify those employees working 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 shall be granted without proceeding further with the hiring process. The qualified applicant who has the greatest bargaining unit seniority within that classification shall be awarded the position, unless denied based on legitimate operational considerations that will be provided to the Union in writing.
- C. 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.
- D. When a unit position is posted outside the college, and there are candidates from outside the College in the pool, unit members that apply during the outside advertised posting, who meet the minimum qualifications for the position shall be given preferred consideration. Such preferred consideration shall consist of the following:
  - A guaranteed interview with the screening committee (if applicable) for the position.

- 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.
- E. 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.
- F. During the probationary period, an employee may not apply for another position.

## **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. When substantive, measurable change in job content and degree of responsibility or a restructuring of roles within a department is being considered or has been implemented, positions should be reviewed to ensure they reflect the appropriate grade. It is natural that over time members will have increased knowledge and skills, take on more responsibility and be able to work more independently. Such growth within a position may or may not warrant a reclassification. A change in classification is based on a substantive change in level of accountability and responsibility, and recognizes and takes into account the talents, abilities and aptitudes of the individual being considered for the reclassification.
- B. A standing agenda item for the Labor Management Committee shall be discussion of Article 22 for purposes of reviewing reclassification requests, approvals, denials, and resubmissions for bargaining unit members.
- C. Either a manager or the bargaining unit employee may submit a request to have the employee's position reviewed for consideration of reclassification as follows:

The employee requesting the review shall submit the reclassification document(s) provided by the Human Resources Department to their manager. The manager shall submit the document(s) along with a statement of support

or denial to the Human Resources Department. All requests shall be submitted to the Human Resources Department for review no more than ten (10) business days after it is received by the manager. The statement of support or denial shall be provided to the employee at the same time that is provided to the Human Resources Department. Upon receipt of the reclassification request, the Director of Human Resources shall appoint within five (5) working days, a minimum of two (2) administrators not associated with the department/division from which the reclass request originates. The Director and administrators shall review the reclassification request and data relevant to the position, which may include potential benchmark data from other community colleges. The college shall provide all relevant requested information to an employee who is requesting a reclassification. The college shall take into consideration relevant market data and other pertinent factors when making the determination. The Director and the administrators shall invite both the employee and the supervisor to meet to discuss the request as part of the deliberation process. Upon completion of said meetings and review of relevant data, the Director and administrators shall render a decision regarding the reclassification request within twenty-five (25) working days of receipt of the request by Human Resources. Should the request be approved, it shall be the role of Human Resources to finalize any pay grade and compensation adjustments, consistent with the collective bargaining agreement, providing the minimum grade, and the maximum being determined by the merits and content of the discussion that takes place during the reclassification meeting, and within the pay period immediately after the decision is made.

Requests for reclassification shall not be unreasonably denied. The Human Resources Department shall provide a written determination of the outcome of the request and the resulting pay grade/compensation adjustment to the employee no more than five (5) working days from the date of the HR Director/Administrators' decision. An employee may request a designated percentage increase that they believe is the appropriate for the reclassification, such recommendation shall be given due consideration. If the reclassification is approved, the amount of increase shall be no less than three percent (3%) of the employee's current rate of pay or the minimum rate of the new pay grade, or a percentage that represents an increase within the pay grade otherwise recommended by Administrators/HR Director during the reclassification review, whichever is higher. The college shall provide the results of all reclassifications to the Union at the regular LMC meeting following date of the reclassification determination. In the event a reclassification request is denied, the Human Resources Department shall provide a written explanation and justification for such denial.

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 completion of the review.

Requests that are denied cannot be resubmitted for four (4) months except

where positions are being frozen and /or defunded and that action has an impact on the position to be reviewed, or the duties and responsibilities of the position for which the most recent reclassification denial was predicted have changed significantly.

- 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 determined, the effective date of the pay adjustment 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 percentage increase recommended or no less than the minimum of the new pay grade or 3% above the employee's current hourly wage, or a percentage that represents and increase within the pay grade otherwise recommended by Administrators/HR Director during the reclassification review, whichever is higher. Such pay adjustment shall be retroactive to the date the current request was submitted to the manager for reclassification. If an upgrade of the position results in a position that is not within any current classification series, the Human Resources Department shall confer with the Union as part of regular Labor Management meetings, prior to finalizing an appropriate job title, job description and pay grade. The parties agree to utilize ORC 4117 to resolve any discrepancies regarding whether positions belong within the bargaining unit.

## **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 by the employee and/or his/her Union Officer/Steward, as a formal grievance within fifteen (15) working days of the date on which the grievant or grievant's knew or reasonably could have had knowledge of the event. Grievances shall be filed electronically.
- B. Director of Human Resources or Designee shall hold a meeting within ten (10) working days after the receipt of the grievance, with the employee and/or his/her Union Officer/Steward or if the member chooses a MRC (Member Resource Center) representative, and issue an electronic 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 an electronic response to the amended grievance.
- C. If the grievance is not resolved at Step One (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 electronic 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. As of the date of ratification of this agreement, any newly hired bargaining unit member(s) whose compensation is funded in whole or in part by funds other than General Revenue/General Fund shall not be eligible for bumping as described further in this Article. Should said positions lose the grant or non-General Revenue funding, this/these bargaining unit member(s) will be subject to lay-off or reduction in hours processes as described within this Article. Grant/non-General Revenue funded bargaining unit members employed with College as of the date of ratification of this agreement, shall retain bumping rights as described in this Article.
- B. 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. Said notice will include the funding source for each position (i.e.: either General Fund or Grant Funded). The employee and the Union shall be given written notice of an actual layoff thirty (30) days in advance of the effective date.
- C. 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, identifying the funding source for each position(s). Full and part-time positions funded by grants will be subject to the notification process articulated in Section 1, but will not be eligible for bumping as described in Section III. Grant funded positions will be eligible for recall should grant funding be restored within one (1) year after the lay-off/job elimination.
- 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.
4. Effective with the date of ratification of this agreement, anyone hired into a grant funded position shall be notified upon hire that the position is grant funded, the length of the grant, if known, and that should the grant be eliminated, they will be laid off with no right to bump. Any such impacted individual shall be subject to layoff without rights to bump and that individual shall be laid off. The college shall maintain a recall list of individuals who are laid off from grant funded positions and these individuals shall have the right to be recalled for a period of one (1) year. Should the grant be restored within this one (1) year period the individual(s) impacted by the layoff shall be recalled in order of seniority, with the most senior laid off individual being the first to be offered the recall.
5. Any individual who is on layoff status and applies for a vacancy at the college shall be treated as an internal candidate pursuant to Article 21 of the parties CBA.

### **Section III**

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

1. The College shall first lay off temporary, 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 seven (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/current mailing address.

## **Article 26**

### **Reinstatement**

Any former employee in good standing (i.e.: voluntary resignation with minimum of 2 weeks' notice) 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, or who would otherwise have to travel through an area so designated in order to arrive at work, 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 on the date of the ratification of the collective bargaining agreement by both parties, base wages will increase for all bargaining unit members by 3%. This increase shall be retroactively applied to all hours worked as of the date of ratification of the CBA.

Parity Compensation: If during the duration of this contract, the Board of Trustees approves an across-the-board salary increase or lump sum payment for another bargaining unit or any non-bargaining unit staff, within a fiscal year that is greater than the amount the members received during the same fiscal year, the members' pay will be adjusted so that they receive parity for that fiscal year. This parity obligation does not apply to the adjustments to starting pay; market salary adjustments; job reclassifications; departmental reorganizations; adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the College; increases imposed by external agencies or adjudicators; or increases provided by individual contracts or grants.

As of the date of ratification of the CBA, the minimum hourly wage for members of the bargaining unit shall be \$15.00 per hour. Any member of the bargaining unit who is below \$15.00 per hour currently shall have their hourly wage adjusted to reflect a minimum of \$15.00 per hour as of the date of the ratification of the CBA.

#### **Wage Re-Opener**

This agreement shall be re-opened solely for the purpose of negotiating wage increases during the 2<sup>nd</sup> and 3<sup>rd</sup> year of the agreement. These negotiations shall begin after notice is provided by the Union within 60 days of May 1, 2022 and May 1, 2023.

### **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**

#### **HOURLY**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MID-RANGE</b>	<b>MAXIMUM</b>
<b>14</b>	<b>15.00</b>	<b>17.12</b>	<b>21.39</b>
<b>15</b>	<b>15.45</b>	<b>17.97</b>	<b>22.46</b>
<b>16</b>	<b>16.09</b>	<b>20.11</b>	<b>25.14</b>
<b>17</b>	<b>17.71</b>	<b>22.13</b>	<b>27.66</b>
<b>18</b>	<b>19.51</b>	<b>24.39</b>	<b>30.49</b>
<b>19</b>	<b>21.63</b>	<b>27.04</b>	<b>33.80</b>
<b>20</b>	<b>24.03</b>	<b>30.04</b>	<b>37.55</b>
<b>21</b>	<b>25.58</b>	<b>31.97</b>	<b>39.96</b>



**Note: Range 25% differential between min-mid-max**

**The minimum will be adjusted each year by the contract % increase.**

## SEIU SALARY RANGES

### SALARIED

GRADE	MINIMUM	MID-RANGE	MAXIMUM
14	31,200.00	35,596.69	44,495.86
15	32,136.00	37,364.92	46,706.15
16	33,463.21	41,829.01	52,286.26
17	36,825.75	46,032.19	57,540.24
18	40,582.55	50,728.18	63,410.23
19	44,988.65	56,235.81	70,294.77
20	49,974.51	62,468.13	78,085.17
21	53,197.92	66,497.39	83,121.73

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

The minimum Min, Mid, and Max rates will be adjusted each year by the contract % increase except for the minimum wage rates for Grades 14 and 15 which have been adjusted under the terms of this Article above.

### **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) 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, Fitness Center, 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 fiscal year into a cash payment computed as .00192 times the current annual salary times the number of eligible days.
  - 3. Donate up to half (1/2) of unused hours for the fiscal year, at the request of the employee, to the Cincinnati State Foundation as 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. Winter Break shall include a minimum of Christmas Eve Day through New Year's Day.

## **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 I - 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, career services 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, career services 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 of the course completed, up to the current in-state undergraduate tuition cost per semester credit hour at the University of Cincinnati.
- D. Reimbursement will be made for the graduate tuition cost of the course completed, up to the current in-state graduate tuition cost per semester credit hour at the University of Cincinnati.
- E. 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**

### **Benefits Plan**

#### **Section I**

A. The College agrees to involve up to three (3) bargaining unit designees in plan design meetings, benefit provider negotiations, and information sessions. It is acknowledged that these negotiations are confidential in nature.

1. For those employees electing enrollment the PPO Health Insurance Plan, the College will provide 92 percent of the cost of health insurance premiums.
2. For those employees electing enrollment in the High Deductible Health Insurance Plan, the College will provide 100% of the premium cost.

No individual medical data shall be collected through participation in the health insurance wellness program, and the College shall not access such data, pursuant to the Health Insurance Portability and Accountability Act of 1998 (HIPAA) rules and standards.

Any wellness programming offered to employees shall be provided at no cost 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.

The College retains the right to choose the insurance carriers, or to change carriers, and to alter the design of its benefits plan. During the life of this agreement there shall be no increase in the cost of any benefit to the members of District 1199. During the life of this agreement there shall be no decrease in coverage or the level or type of benefits currently provided in the existing plan.

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

3. The College will provide 100% cost-share of dental plan coverage for all bargaining unit members who elect benefit coverage.
4. The College will provide 100% cost-share of the basic (Plan A) vision plan for all bargaining unit members who elect benefit coverage.

5. The total cost of Employee Assistance Program for all bargaining unit members.
6. The total cost of current short-term disability coverage for the employee only for all bargaining unit members who elect benefit coverage.
7. 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 for all bargaining unit members who elect benefit coverage. This policy shall include an accidental death and dismemberment rider.

**B.** Waiver of any of these benefits must be made in writing and proof of health insurance from another source must be provided if requested by the employer.

**C.** District 1199 bargaining unit employees may revise their election in the event of a qualifying event in accordance with the terms of the plan.

**D.** An employee may not decline coverage in the Employee Assistance Program

**H.** Part time (30 hours or more per week) employees who are members of the District 1199 bargaining unit shall receive benefits as described in this Article and at the same costs as any other member of the bargaining unit.

## **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 any qualifying purchase(s) with monies from this account. Members may also be reimbursed for qualifying purchases as allowed by the plan design and applicable law.

## **Section III – Financial Planning Services**

Voluntary pre-tax deferral providers i.e., 403(b) or 457 plan providers or the retirement system provider are available to provide financial planning services 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 Fitness Center at no expense to the employee.

## **Section V – Direct Deposit**

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

## **Section VI – 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 Operations 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, subject to plan limits/caps as set forth in Group Policy #5475711, dated January 1, 2015. 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 may utilize accumulated paid leave for all or any part covered under FMLA. 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**

Part time employees who work an average of at least thirty (30) 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 for every 4 hours of work 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.

As of May 28, 2018, current part-time SEIU members will work an average of at least thirty (30) hours per week needed to maintain benefit eligibility consistent with this Article, either as a result of increased scheduled hours of bargaining unit work and/or as a result of cumulative work responsibilities across the college.

All new SEIU part-time hires will be a minimum of 30 hours/week benefit eligible positions.

## **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 effective on May 1, 2021 and shall terminate at 11:59:59pm on April 30, 2024. Notice shall be provided consistent with the requirements of ORC 4117 for the purpose of negotiating a successor agreement.

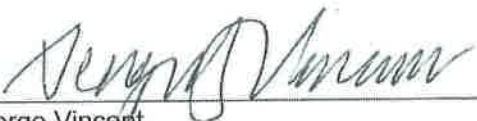


**Article 56**  
**Duration and Amendment**

This agreement shall become effective on May 1, 2021 and shall continue in full force and effect until midnight on April 30, 2024. 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.

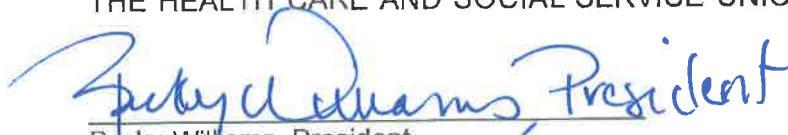
CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE

  
\_\_\_\_\_  
George Vincent  
Chairman, Board of Trustees



\_\_\_\_\_  
Monica J. Posey, M.B.A., Ed. D.  
President

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

  
\_\_\_\_\_  
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**

To provide equal benefit opportunities for employees with same-sex partners at a time when they did not have the right to marry, Cincinnati State Technical & Community College previously articulated criteria by which the same-sex domestic partner or domestic partner of a covered employee would qualify for health insurance coverages.

On June 26, 2015, the United States Supreme Court ruled that same-sex couples may marry in any state. Under the Supreme Court ruling, same-sex couples may marry and receive traditional healthcare benefits, and this obviates the need for employers to offer domestic partner benefit coverage.

As such, the Board of Trustees of Cincinnati State, adopted Resolution 17.16 on February 28, 2017 which amended its definition of "eligible dependent" under its healthcare plan to eliminate eligibility for same-sex domestic partners or domestic partners, as of March 1, 2017. The same-sex or domestic partners of eligible employees enrolled prior to March 1, 2017 shall be grandfathered under the College's healthcare plan until such time that the eligible employee becomes eligible through marriage, waives College benefits, or ceases to be eligible for College benefits.

In the event same sex couples lose the right to marry under the law during the term of this contract, domestic same sex partnership coverage shall be reenacted with respect to this bargaining unit under sections 1-8 of the original policy as follows:

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