

AGREEMENT between

Cincinnati State Technical and Community College

And

International Union of Operating Engineers Local 20
Environmental Services Unit

October 1, 2020 to September 30, 2023

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Agreement

This agreement is made and entered into effective October 1, 2020, by and between the Cincinnati State Technical and Community College, hereinafter referred to as the "College" and the International Union of Operating Engineers, Local 20, hereinafter referred to as the "Union" and jointly referred to as the "Parties." The Parties hereby agree as follows:

Article 1 Recognition

- A. The College recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit described below.
- B. The bargaining unit shall be defined as follows:
 - 1. Included in the bargaining unit are: Environmental Service Technician; Trade Crew Coordinator.
 - 2. Excluded from the bargaining unit are: All other employees of the College.
- C. Union Representatives

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

Article 2 Non-Discrimination

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

Article 3 Joint Responsibilities and Employee Rights

- A. The College and the union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this agreement.
- B. The management of the College shall adhere to the provisions of this agreement.

- C. The union, its officers, recognized representatives, bargaining unit members, and other representatives shall adhere to the provisions of this agreement.
- D. In addition to the responsibilities that may be expressly provided elsewhere in this agreement, the following shall be observed:
 - 1. There shall be no intimidation or coercion of bargaining unit members into joining the union or continuing their membership therein, or into not joining the union or discontinuing their membership therein.
 - 2. Bargaining unit members will not be permitted to engage in union activity during working hours except as expressly provided for in this agreement. Nothing contained herein shall prevent the union steward from performing his or her duties.

Article 4 Management Rights

- A. The College retains the sole and exclusive right to manage its operations, buildings and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operation of the College.
- B. The right to manage the operations, buildings, plants and to direct the working force includes, but is not limited to, the following College management rights:
 - 1. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance.
 - 2. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
 - 3. To manage and direct the employees of the College.
 - 4. To determine position qualifications consistent with the needs of the job.
 - 5. To hire, promote, transfer, assign or retain employees in positions within the College.
 - 6. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
 - 7. To determine the size and composition of the work force, and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines that the continuation of such work is unnecessary.
 - 8. To determine location of campuses, satellites, and other facilities and equipment of the College.
 - 9. To determine the financial policies and procedures of the College, including

the exclusive right to allocate and expend all funds of the College.

10. To determine the mission of the College and to efficiently fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any goods or services.

11. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this agreement.

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

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

Article 5 Union Security and Check-Off

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

A Dues Check-Off

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

B. PAC Fund

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

C. Transmission of Funds

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

Article 6 Grievance Procedure

A Definition of Grievance

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

B. Informal Step

The grievance shall be initially presented in writing within ten (10) days of the incident, to the employee's immediate supervisor and/or department head within the timelines specified above. The supervisor and/or department head shall discuss the grievance with the grievant and issue a written response within five (5) days of the presentation of the grievance. The employee shall be entitled to Union representation at any meeting held for the purpose of discussing the grievance. Notwithstanding the provisions of this Article, employee and supervisor may engage in informal conversation to resolve any concerns.

C. Formal Internal Step

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

D. Grievance Mediation

Should the grievance not be satisfactorily resolved at the Formal Internal Step, the parties shall attempt a resolution of the grievance through mediation. Such request shall be presented to the College within twenty (20) working days of the issuance of the response in the Formal Internal Step. Should the parties elect mediation, they shall contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. The mediator shall conduct mediation as soon as possible. The timeline for advancing the grievance to arbitration shall be held in abeyance until the completion of the mediation process.

E. Appeal to Arbitration

Should the grievance not be satisfactorily resolved at the Formal Internal Step or through mediation, the Union may appeal the grievance to binding arbitration within thirty (30) calendar days of the completion of mediation, providing written notice to the Director of Human Resources.

F. Arbitration Procedure

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

alleged grievance occurring at any time other than the contract period in which such originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement.

6. The decision of the arbitrator shall be final and binding upon the Union, the College, and the employee.
7. Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be split 50-50 between the parties. Expenses of any witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.
8. Should either party cancel a scheduled arbitration that results in the assessment of any fees by the arbitrator, the party cancelling the arbitration shall pay the fees of the arbitrator. If a settlement is reached prior to arbitration and the arbitration hearing is jointly cancelled, the parties shall equally share the costs associated with the cancellation unless the settlement defines otherwise, at which time the terms of the settlement shall determine how the fees are paid.

Article 7 Employment outside the College

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

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

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

Article 8 Compensation

A. Wages

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 a broad class of 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 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. This provision also does not apply to individual merit increases or bonuses.

Effective the first pay period that includes July 1, 2021, the minimum wage rate will be as follows:

Environmental Services Technician: \$16.48, or 3%, whichever is greater.

B. Longevity Pay

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

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

C. Shift Differential

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

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

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

When the majority of a member's regularly assigned hours fall on a shift that is subject to shift differential, the member will receive shift differential pay for all hours on his or her regularly assigned shift, and/or any approved time off.

If, during the course of this agreement, any other bargaining unit within the

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

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

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

D. Training, Certification, and/or Licensure

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

Bargaining unit members who obtain, during the term of this Agreement, a work-related certification and/or licensure which is beyond the basic requirements of the employee's position, which adds, in the judgment of the College, value to that employee's service to the College, and which is approved and designated for supplemental pay in advance by the College shall receive a \$.25 per hour pay supplement, added to base pay, for each certification so attained. At the start of each semester, all licensures/certifications will be reviewed for acceptability and payment by the Vice President of Administration (VPA), and relevant approved certification obtained in the prior semester will earn \$0.25 per hour effective the start of the new semester. This does not mean that all submitted requests will be compensable. Further, any supplemental pay will not be retroactive for these submissions. Pay supplement shall be reviewed on a yearly basis by the VPA to determine if the certification/licensure is needed by the College.

Certification and/or licensure training will be done on campus or within the city of Cincinnati whenever possible. All work-related certification and/or licensure must be approved in writing by the VPA before payment for this certification training is processed and the .25 cent increase is added to the employee's base pay. Employees receiving .25 cent increase will continue to receive the payment as long as the certification and/or licensure remains current and valid.

Article 9 Hours of Work, Overtime, and Work Assignments

A. Work Week: The work week shall be defined as 40 hours, which may consist, of four workdays of ten hours each (excluding one-half hour of unpaid lunch) or five work days of eight hours each (excluding one-half hour of unpaid lunch) worked during the period beginning on Sunday and ending on Saturday. The normal work week is Monday through Friday.

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

B. Overtime Definition: Overtime will be paid for all hours worked in excess of forty (40) hours in a work week. In a week in which a paid holiday (as defined in Article 10) occurs, overtime will be paid for all hours worked in excess of thirty-two (32) hours in a work week. For purposes of determining hours worked in a week, paid vacation and personal leave time taken will be included. Sick leave taken will not be included as time worked.

C. Overtime Calculation: One and one-half times the regular hourly rate of pay will be paid for hours worked over and above 40 hours in that work week. Two times the regular hourly rate of pay will be paid for Sundays and for hours worked in excess of 48 and for holidays worked. No overtime shall be paid without first having been approved by management. Overtime will be offered first to employees assigned to the work assignment where the overtime will occur. Should the eligible employee be unavailable or reject the overtime opportunity, overtime will be offered to employees in the bargaining unit as follows: The overtime hours of each bargaining unit employee shall be posted and updated on a weekly basis. On July 1 of each year, overtime hours shall return to zero. Overtime shall be offered starting with the most senior bargaining unit employee and so on in procession of seniority. Employees will be charged for all hours worked and for all hours which were offered but refused on the overtime list. Once everyone in the bargaining unit has been offered an overtime opportunity based on seniority, overtime will then be offered to the employee with the lowest accumulated hours of overtime. If two or more employees have the same amount of accumulated overtime, the most senior employee will be asked first. Notwithstanding, overtime shall not be assigned to any employee not qualified to perform the necessary work. Overtime refused by bargaining members can be assigned, on a mandatory basis, to the required number of employees in reverse order of seniority on a rotation basis, or will be offered to subcontractors or assigned to other College employees.

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

D. Work Assignments and/or Shifts: The College retains the right to make work assignments, to change work assignments, to determine the shift for each work assignment, and to determine the type and frequency of tasks to be performed by bargaining unit members. When the College exercises its right to change work assignments and/or shifts on a permanent basis, bargaining unit members will have the opportunity to bid on the new/changed work assignment and/or shift, with seniority being the determining factor to whom the work assignment and/or shift shall be assigned. There shall be no limit on the number of assignments and/or shifts that may be filled by seniority, when the College has exercised its right to make/change

work assignments and/or shifts.

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

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

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

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

- F. An employee who must be late for work shall notify his/her supervisor (or the supervisor's designee) by a phone call directly from the employee to the supervisor or designee as soon as possible, but no later than the beginning of the shift. Such notification shall indicate what type of leave is requested and is subject to approval by the supervisor.
- G. Whenever it becomes necessary to permanently change an employee's shift assignment, he or she will be given a ten (10) working day notice.

Article 10 Benefits

A. Benefits Plan

The College retains the right to choose the insurance carriers, or to change carriers, and to alter the design of its benefits plan, including introducing multiple tiers of premiums, provided that, during the term of this Agreement, the cost share shall not

exceed the percentages set forth below. However, during the term of this Agreement, the College is committed to maintaining levels of health insurance coverage roughly comparable to the network and services coverages provided under the current plan.

The College shall provide for each eligible full-time employee the following benefits during the duration of the Contract:

1. The College shall provide benefit dollars sufficient for each eligible employee to "purchase" 89 percent of the cost of the PPO health insurance coverage or 100% of the cost of the High Deductible Health Plan (HDHP).
2. the total cost of the current dental plan coverage;
3. the total cost of vision Plan A coverage;
4. the total cost of the Employee Assistance Program;
5. the total cost of current short-term disability coverage for the employee only; and,
6. effective July 1, 2021, the total cost of basic group life insurance coverage, for the employee only, two (2) times the annual salary with a minimum of \$50,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.

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

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

A bargaining unit employee may revise his or her election upon a qualifying event in accordance with the terms of the plan. Waiver of any of these benefits must be made in writing and proof of health insurance from another source must be provided. An employee may not decline coverage in the Employee Assistance Program.

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

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

B. Holidays

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

For purposes of this collective bargaining agreement, the following shall be considered holidays: Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; President's Day; Juneteenth, and Memorial Day.

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

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

In order to receive holiday pay, an employee must perform work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday except in case of approved and scheduled time off. The College will require proof of any illness occurring the day before or after any holiday where there is a claim for paid time off.

C. Vacations

After 1 full year of service - 80 hours per year

After 5 full years of service - 120 hours per year

After 10 full years of service - 160 hours per year

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

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

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

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

Vacation time shall be cumulative to a maximum of three (3) times the annual allowance.

D. Sick Leave

Members of the bargaining unit shall receive a total of eighty (80) hours of sick leave per fiscal year. Such allocation will be made at the beginning of each College fiscal year. For the first year of employment, the sick leave allocation shall be pro-rated based on the portion of the fiscal year remaining following the completion of the employee's probationary period. The pro-rated amount shall carry forward into the post-probation period. (Probationary employees shall not have entitlement to paid sick leave). Both the College and the Union acknowledge that sick leave shall be used only because the employee is sick or injured; sick leave is not to be used as vacation and the use of sick leave as vacation will subject bargaining unit members to discipline. Conversely, as per section C of this Article, vacation time can only be used with the prior written approval of the supervisor (or the supervisor's designee); therefore, vacation time shall not ordinarily be used as sick leave. Any exception shall be at the discretion of Human Resources and consistent with the current Operations Manual. Furthermore, both the College and the Union recognize that abuse or suspicious use of sick leave (i.e., specific days of the week, persistent patterns of continual use, days following or preceding other off days, absence following overtime worked, maintaining zero or near zero balances, etc.) could subject an employee to disciplinary action.

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

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

Members of the bargaining unit who are sick shall notify their supervisor (or the supervisor's designee) via text or voicemail as soon as possible, but in no event later than the beginning of the employee's shift, unless circumstances are such that it would be impossible to so notify the supervisor or the supervisor's designee (i.e., sudden, life-threatening illness, injury, etc.). Said notification must specify the type of leave requested (i.e.: paid sick time; unpaid) which is subject to approval by the supervisor. Failure to provide proper notice will result in denial of sick leave benefits and could result in disciplinary action.

Employees shall not be permitted to pool sick leave.

E. Personal Days

Members of the bargaining unit shall receive forty (40) hours of personal leave per fiscal year.

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

F. Parking

The College agrees to provide free parking throughout the term of this agreement.

G. Uniforms

Uniforms and caps will be provided by the College and worn at work. The uniform will consist of pants and a shirt or tee shirt depending on conditions. New hires will only receive uniforms after their probationary period ends. Ten pair of pants, five tee shirts, ten shirts with collars, and three caps will be provided. Tee shirts and caps will be replaced yearly.

The College shall reimburse each bargaining unit member up to \$500 over the duration of this Agreement for the purchase of OSHA-approved safety shoes. The employee must provide a paid receipt for the shoes. Employees shall be required to wear these safety shoes while on duty.

Upon termination of employment for any reason, employees are required to turn back in to the College any uniform items (except tee shirts, hats, and shoes) in their possession.

H. Use of Facilities

Members of the bargaining unit shall be able to utilize the campus facilities.

Article 11 Training and Certification

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

Employees that receive supplemental pay as of the effective date of this contract will retain such payment. However, for current employees there will not be any supplemental pay added for any trainings done on or after the effective date of this contract. New employees hired on or after the effective date of this contract will not receive supplemental pay for any training certifications.

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

Article 12 Retirement

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

- Tuition waiver
- Free parking
- Use of facilities (library, pool, weight room, etc.)
- Cobra Dental Coverage (18 month limit; employee paid)

Article 13 Sick Leave Conversion at Retirement

Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may *convert* accumulated sick *leave* up to a maximum of 30 days at the rate of one day for every three days of sick leave into a lump sum payment upon the effective date of official retirement.

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

Article 14 Severe Weather and Emergency Closing

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. When classes are cancelled, all College employees scheduled to work are nevertheless expected to report, unless the College is announced as closed. In the event an official closing is announced, pay for the normally scheduled hours will be granted to full time 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.

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

If the College is not closed by the President or his/her designee, but an employee chooses to be absent based on a personal judgment regarding the weather, travel conditions, etc., and that employee resides in a county that has been declared a Level 2 Emergency, or with the approval by the supervisor, which will not be unreasonably withheld, the employee may elect to be paid using some combination of vacation days, personal days or days without pay as the employee chooses.

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

Article 15 Family and Medical Leave Act

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

Article 16 Discipline

A. Disciplinary Action

1. General Procedure for Disciplinary Action

- General Philosophy: The College believes in the principle of corrective

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

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

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

B. Progressive Disciplinary Steps

1. Written Reprimand:

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

2. Suspension:

Depending upon the severity of the problem or the gravity of the offense, an employee may be suspended without pay. An employee may be suspended for three days or less with the recommendation of the immediate supervisor and approval of the department head and the Director of Human Resources or his/her designee. If an employee is suspended without pay and later reinstated because the suspension is found to have been improper in whole or in part, that employee will receive wages for the period of suspension found to have been improper. The occurrence of a suspension shall be made a part of the employee's permanent personnel record and shall be considered as a factor in the performance evaluation process.

3. Termination:

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

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

D. Administrative Leave:

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

E. Rights of Appeal to Disciplinary Action

An employee, through the contractual grievance procedure, shall have the right to appeal any formal discipline where the employee feels discipline was imposed without just cause. All formal discipline shall be subject to the grievance procedure. Should an employee or the Union decide to file a grievance over discipline imposed, such grievances will be initiated at the formal internal step of the grievance procedure within ten (10) days of the IUOE office/business manager being notified.

F. Reasons That Disciplinary Actions May be Imposed

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

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

2. The decision as to whether a specific kind of behavior is a violation will rest with the administration. Following are specific, but not exclusive, examples of behavior prohibited by this section.

- a. Deliberate destruction of, damage to, malicious misuses of College property
- b. Assault or battery upon another person while on College owned or

- controlled property.
- c. Theft of the property of the College, or any private individual, which is physically located on the College owned or controlled property.
 - d. Forgery or alteration of any College identification cards, parking permits, or records or information storage systems.
 - e. Failure to perform responsibilities in an efficient and satisfactory manner either through incompetence, negligence, or refusal to carry out reasonable assignments.
 - f. Fraud or misrepresentation of qualifications.
 - g. Violations of the rights and freedoms of other members of the College community.
 - h. Falsification or unauthorized destruction of records.
 - i. Illegal or unauthorized possession or use of firearm, fireworks, explosives, dangerous chemicals or weapons while on College-owned or controlled property.
 - J. Sexual or other forms of discrimination or harassment.
 - k. Conviction of a felony or plea of no contest to a felony charge that renders the employee unfit or unable to perform responsibilities, or conviction of or a plea of no contest to a crime or misdemeanor that is hostile to the College community.
 - I. Illegal manufacture, sale, possession, or use of alcoholic beverages, narcotics, marijuana, hypnotics, sedatives, tranquilizers, stimulants, hallucinogens or similar controlled substances.
 - m. Obstruction or disruption of teaching, research, administration, disciplinary procedures or other College activities.
 - n. Participation in or organization of any demonstration or unauthorized activity which interrupts the functions of the College or interferes with the rights of other members of the College community.
 - o. Unauthorized entry into or use of College facilities, either buildings or grounds.
 - p. Deliberate disobedience of or resistance to identified College authorities acting in the line of duty.
 - q. Drunkenness or gambling on College owned or controlled property.
 - r. Disorderly conduct on College owned or controlled property.
 - s. Unsatisfactory attendance and/or performance.
 - t. Unsafe and/or negligent operation of College vehicles and/or equipment.

Article 17 Layoff and Recall

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

- a. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.

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

Article 18 Jury Duty and Other Court-Related Appearances

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

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

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

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

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

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

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

For those days and times for which a College employee is actually present at the Courthouse on Jury Duty, no work is required at the College but the employee will need to provide written proof of jury duty and to be paid. If the time absent from work does not match the time at the Courthouse, the College will charge the difference to either: 1) vacation; or 2) personal days; or time off without pay in the order listed. The College will allow time off for

travel from the Courthouse to the College.

Article 19 Health and Safety

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

In the event of an on the job injury, the employer and employee will follow established procedures relating to occupational injury and complete the necessary forms and reports.

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

Article 20 Probationary Period

Any new employees will be hired subject to a 120-day probationary period, with a minimum of 90 days worked during that period. The probationary period shall be automatically extended until the minimum number of days worked is achieved. At any time during the probationary period, the College retains the right to terminate the probationary employee, and the probationary employee shall have no right of appeal.

The College may terminate a probationary employee for any reason not prohibited by law. A probationary employee shall not be entitled to grieve or appeal their dismissal. Probationary periods may be extended with the mutual agreement of the College and the Union.

Article 21 No Strike or Lockouts

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

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

Article 22 Supervisors Working

No supervisor shall be used to prevent employees from working a 40-hour work week or as a substitute for overtime. Supervisors shall be permitted to instruct an employee in the work

of his classification or to provide coverage in emergency circumstances or as a last resort when no bargaining unit employees are available.

Article 23 Subcontracting

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

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

Article 24 Medical Limitations

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

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

Article 25 Labor/ Management Committee

The Union and the College shall jointly establish a Labor Management Committee which shall consist of six (6) members, three (3) members appointed by the Union and three (3) members appointed by the College. The Committee shall establish its own procedures. An agenda shall be exchanged by the parties two (2) days in advance of each meeting. The Committee shall meet on a mutually agreeable regular schedule, but not less than once per term, to discuss and investigate problems and other matters of mutual concern. The Committee shall not have the authority to modify, amend, or add to this Agreement except as provided in Article 32 (Duration and Amendment).

Article 26 Legal Legislative Change Clause

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

Article 27 Entirety Clause

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

Article 28 Waiver

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

Article 29 Trade Crew Coordinator

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

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

Article 30 Seniority

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with Cincinnati State Environmental Services. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.
- B. An approved leave of absence does not constitute a break-in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.
- C. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

D. In the event more than one (1) person is hired on the same day, seniority will be based on the person's last name alphabetically, on the hire date.

Article 31 Duration and Amendment

This agreement shall become effective on October 1, 2020, and shall continue in full force and effect until and including midnight of September 30, 2023.

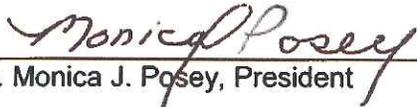
Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15 day of September, 2021:

**Cincinnati State Technical
& Community College**



Mr. George Vincent, Chairman of the Board of Trustees



Dr. Monica J. Posey, President

**International Union of Operating
Engineers, Local 20**



Mr. Richard Gerrein, Business Manager



Mr. Chris Tombs, Environmental Services Technician



Mr. Ruben Irons, Environmental Services Technician

APPENDIX I

Memorandum of Understandings

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

1. Health Professions Building Overtime

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

2. Custodial New Hires

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

3. Arbitration Panel

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

4. Termination of the Collective Bargaining Agreement

A. This agreement shall be in full force and effect from 12:01 a.m. October 1, 2020, to 12:00 midnight September 30, 2023, and shall continue from year to year thereafter unless either party serves written notice of a desire to modify or terminate this agreement 60 days prior to the date of expiration.

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

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

continue in full force and effect all the terms and conditions of this without resort to strike or lockout.

- iii. Forty-Five (45) days prior to the expiration of this agreement, the party having given notice to modify or terminate shall be responsible for notifying the Director of the Federal Mediation and Conciliation Services that negotiations are under way but an agreement has not yet been reached.
- iv. If no settlement has been reached by the parties ten (10) days before the expiration of the existing collective bargaining agreement, and the parties have not already mutually done so, either party may request that the Director of Federal Mediation and Conciliation Service appoint a mediator to assist the parties in reaching a settlement. The recommendations made by the mediator shall not be binding on the parties involved in this collective bargaining agreement.
- v. In the event the parties cannot agree on the remaining issues as of the expiration date of this agreement, either party may request the arbitration of the remaining issues. The arbitrator's decision shall be final and binding. The arbitrator will decide each issue separately, choosing the Union or Employer's final offer. The cost of such arbitration shall be shared equally between the Union and the College.

5. Inspections

The College retains the right to inspect the work of its employees as it deems necessary. However, the College agrees that inspections will not be conducted during periods when, due to vacant positions, the compliment of bargaining unit positions is less than nine (9). Nothing contained in this provision shall relieve bargaining unit employees from maintaining an acceptable standard of performance during these periods.