

AGREEMENT BETWEEN
CLEVELAND STATE UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
DISTRICT 1199 WV/KY/OH, THE HEALTHCARE
AND
SOCIAL SERVICE UNION, CTW/CLC

November 1, 2017 through October 31, 2020

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ARTICLE 1
PURPOSE

This Agreement is entered into between Cleveland State University, hereinafter referred to as the University or the Administration, and Service Employees International Union District 1199 WV/KY/OH-the Health Care and Social Service Union, CTW/CLC, hereinafter referred to as the Union, and constitutes a binding agreement between the parties.

This Agreement has as its purpose the promotion of positive relations between the University and the Union; the enhancement of mutual dignity and respect; the establishment of an equitable and peaceful procedure for the resolution of differences; and the clarification of certain rights, privileges and obligations of the parties together with certain working conditions.

ARTICLE 2
RECOGNITION

Section 1. The University hereby recognizes Service Employees International Union District 1199 WV/KY/OH, as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, benefits, hours, and other terms and conditions of employment for all members of the bargaining unit described below, pursuant to certification by the Ohio State Employment Relations Board (SERB) in Case No. 97-REP-10-0262 dated March 26, 1998, and modified by SERB in Case No. 01-REP-06-0150 on December 6, 2001, upon the merger of Service Employees International Union District 925 (Ohio) with Service Employees International Union District 1199.

Section 2. The bargaining unit shall consist of full-time professi

NON-DISCRIMINAT ARTICLE 3

University community. Complaints heard or meetings required under this procedure shall normally be held during traditional business hours, unless otherwise expressly agreed by the Union and the University.

ARTICLE 4 NO STRIKE/NO LOCKOUT

Section 1. The Administration and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University's programs and operations.

Section 2. The Union and its officials agree that so long as this Agreement is in effect, they shall not call, engage in, or assist in any way, any strike, sympathy strike, slowdown, stoppage of work, sickout, concerted effort not to meet classes, boycott, or any other concerted act that impedes the normal operation of the University.

Section 3. No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, stoppage of work, sickout, concerted effort not to meet classes, boycott, or in any other concerted act that impedes the normal operations of the University.

Section 4. During the term of this Agreement, there shall be no lockout of members of the bargaining unit by the Administration.

Section 5. Any violation of Section 3 above will be just cause for disciplinary action in accordance with Article 9 of this Agreement.

Section 6. The Union shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article and the necessity of complying with those obligations and shall further inform members of the bargaining unit that the Union does not sanction or approve of noncompliance with the provisions of this Article.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Union recognizes the University as the body of authority vested exclusively with the right to manage and operate the University. The University shall have the right to take actions it considers necessary and proper to affect any management policy, expressed or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority.

Section 2. Except as limited by the terms of this Agreement, the University's management rights include, but are not limited to, the right to:

- A. Determine matters of inherent managerial policy that include, but are not limited to, areas of discretion and policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, organizational structure and the

establishment of programs, protocols, services and requirements intended to protect the health, safety and welfare of students, employees and members of the University community;

- B. Direct, supervise, train, evaluate, and hire employees;
- C. Maintain and improve the efficiency and effectiveness of University operations;
- D. Determine the overall methods, processes, means or personnel by which University operations are to be conducted; determine the University's goals, objectives, programs and services;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the size and composition of the workforce;
- G. Determine the overall mission of the University as a unit of government;
- H. Effectively manage the workforce;
- I. Take actions to carry out the mission of the University as a governmental unit; and
- J. Join and/or partipate in any shared services arrangements, public-private or public partnership agreements, council of governments or other service delivery or program performance models that contribute to the efficiency, effectiveness, economy or enhancement of University operations.

Further, and only as limited under this Agreement, the University retains all rights, expressed and reserved, 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 University.

ARTICLE 6
CHECKOFF AND FAIR SHARE FEES

Section 1. The University will deduct any initiation fee of \$100.00 ()Tj 0.1.5Td (on)Tj ()Tj 1.36 0 4

effective date of termination; in which case, the University will not be required to honor another voluntary assignment filed by the employee for a period of one (1) year from the date of termination.

ARTICLE 7
UNION REPRESENTATION

Section 1. Grievances. Union officers/delegates may attend and represent an employee during working hours at grievance hearings and other meetings called by Administration where either the Administration requests a union representative or an employee is entitled to union representation under this Agreement and he/she requests a representative. A union officer/delegate must request and receive the approval of their supervisor prior to the conduct of such Union business. Upon obtaining prior approval from his/her supervisor, the officer or delegate shall be permitted to attend grievance hearings and other permitted meetings without loss of pay. If an officer/delegate abuses any or all of the privileges of this Section 1, such privileges shall be removed by the University. No more than two (2) union representatives may attend and represent an employee at a grievance hearing or attend other permitted meetings unless otherwise mutually agreed. Both the union and the University shall designate one (1) representative to be the chief spokesperson at the beginning of each meeting. All other union meetings or business, including preparation necessary to process grievances, shall be done during non-working time and without pay or benefits.

Section 2. Release Time. In order to enable the Union to better discharge its duties and responsibilities as the exclusive ba-1 (i)J 0 Tfb Sn04 T2j 0.28 0 Td ()Tj 0.39pou-4 (t4ith)2 (o)l(e)4

Section 3. Union Representatives. The University shall recognize the Union's officers and delegates for the purpose of administering the collective bargaining agreement and adjudicating grievances. These officers and delegates will be selected in accordance with the Union's rules and by-laws. The Union will inform the University of the identity of officers and delegates of the Union on an annual basis with updates as needed. The Union will provide the University with a list of alternate delegates who shall assume the duties and rights of delegates when the regular delegate is absent or if a conflict of interest requires the regular delegate to withdraw from the matter involved.

Section 4. Use of University Facilities. The Union shall be permitted reasonable use, to the extent permitted by law, of University facilities, services, and publications on the same basis and at the same cost as other recognized campus organizations.

Section 5. Union Office Space. The University shall provide furnished space at the University at no cost to the Union to be utilized by the Union for an office. The office shall have free internet access. The University shall provide free local telephone service and telephone equipment.

Section 6. Telecommunication. The Union shall be allowed to establish up to five (5) phone mail distribution lists through telecommunication services.

Section 7. Phone Mail. The University's phone mail system shall be made available on the Union's campus extension line.

Section 8. E-mail Account / Phone Listing. At no cost to the Union, the Chapter will be provided with: an E-mail account, a link for maintaining a web page accessible on the World-wide Web, a cable connection to the University computer network, and a listing of SEIU/District 1199 office telephone numbers in the University Faculty/Staff Directory with the name: SEIU/District 1199.

Section 9. Agreement Copies. This Agreement shall be maintained on the Human Resources Department website and accessible to all bargaining unit employees.

Section 10. Committees. Union representatives appointed to University committees shall receive paid release time for attendance at committee meetings scheduled during their regular work hours.

Section 11. Notification.

A. Upon execution of this Agreement and on a quarterly basis thereafter, the SEIU District 1199 Executive Board Member/Chair shall be notified, in writing, of all new bargaining unit hires, including their name, date of hire, job classification, grade, salary, department, contract status, home address and phone number. In addition, the list shall include any promotions, demotions, and transfers (with the employees' previous and new classification, salary, contract status and work location); terminations and resignations; and leaves of absence.

B. Upon the execution of this Agreement, and each anniversary date thereafter, the University will give the Union a list of bargaining unit employees and their job classification, grade, status, salaries, hiring dates and seniority.

C. The Union will furnish the Vice President for Business Affairs and Finance or designee with a list of Union officers and delegates on an annual basis with updates as needed.

may file a written appeal with the University's Vice President for Business Affairs and Finance or designee within ten (10) working days after receipt of the Step 1 response. The Vice President or designee shall schedule a meeting with the grievant, the employee's Department Head or other appropriate administrator, and/or a Union representative within ten (10) working days after receipt of the appeal. The Vice President or designee shall issue a written decision to the grievant within ten (10) working days from the date that the meeting was held. A copy of said response shall be sent to the Union representative.

In the event of a suspension or discharge, a grievance can be initially submitted by the Union or grievant to the Vice President for Business Affairs and Finance or designee within ten (10) working days of the suspension or discharge.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Union may submit the matter to arbitration by so notifying the Vice President for Business Affairs and Finance or designee in writing within thirty (30) calendar days after the issuance of the Step 2 response.

Section 3. Mediation. The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service (FMCS) or through a private mediator mutually appointed by the parties, within the thirty (30) calendar day period at Step 3, prior to written notification by the Union to the Vice President for Business Affairs and Finance or designee of the Union's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If mediation is utilized, the Union need not notify the Vice President or designee of the Union's intent to arbitrate until twenty-one (21) calendar days after the conclusion of mediation.

A. If mediation through a

ARTICLE 9
DISCIPLINARY ACTION

Section 1. The University shall not take disciplinary action against an employee without just cause.

Section 2. Disciplinary action will be based on an evaluation of all the facts including the nature and extent of the violation, previous conduct and possible extenuating circumstances. The University shall follow progressive discipline, which shall generally include: (1) first written warning; (2) second written warning; (3) suspension; and (4) termination. Although the University favors progressive discipline, nothing herein shall limit the right of the University to use any of the disciplinary steps, consistent with requirements of just cause, for any offense that is of such a serious nature that use of progressive discipline is not appropriate or warranted.

Section 3. Due Process. All employees s u25(S1j 0.82 It)Tj 1.97 0 Td nl

extended for up to ninety (90) calendar days beyond the expiration date of the original probationary period provided the University and the union mutually agree to such extension. Employees promoted or transferred from one SEIU bargaining unit position to another SEIU bargaining unit position under the job posting procedure shall be required to serve a 60 day trial period as outlined in Article 26, section F.

An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. In cases where an employee is being discharged for unsatisfactory performance, the determination of whether or not the employee is performing in a satisfactory manner shall be determined by using benchmarks and objective criteria that are based on the position description. Satisfactory performance will be at the discretion of the University but shall not be interpreted in an arbitrary or capricious manner.

A temporary employee in her/his current position who becomes a member of the bargaining unit after one (1) year in the same position, in accordance with Article 2 (Recognition), shall have time spent in such position credited toward satisfying the probationary period for the particular job involved.

Section 2. If an employee is discharged or quits while on probation and is later re

Section 4.
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If a document is to be inserted into the Personnel File and does not include in its

pursuant to Article 9 (Disciplinary Actions) filed by an employee shall be included within the Personnel File.

Section 10. If an employee disputes the accuracy, relevance, timeliness, or completeness of the information contained in her/his Personnel File, he/she may request the Vice President for Business Affairs and Finance or designee to investigate the current status of the employee's personnel file. The request shall be in writing and shall contain a concise statement of the employee's concerns.

needs of the department. FLSA-

hours in a pay period.

E. Subject to the operational needs of the University, a supervisor may approve an employee's request

ARTICLE 16
SALARY

Section 1. Salary Pool

The total salary pool for wage increases effective July 1, 2017 is 1.0% allocated as an across-the-board base salary increase as described in Section 2.

The total salary pool for wage increases effective July 1, 2018 is 2.0% allocated as an across-the-board base salary increase as described in Section 2.

The total salary pool for wage increases effective July 1, 2019 is 2.5% allocated as an across-the-board salary increase as described in Section 2.

General eligibility requirements for across-the-board salary increases are as follows:

- A. To be eligible for an across-the-board increase, the employee must have completed three (3) months continuous employment in a permanent or funds available status position.

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If the reclassification is due to a decrease in responsibilities and the position moves to a lower salary grade, the policy for demotion (Article 16, Section 7) will be followed.

- B. An employee promoted to a position in a higher salary grade will receive the salary adjustment effective on the first day in the new position. An employee who is reclassified or who receives an in-grade promotion will receive the salary adjustment retroactive to the beginning of the pay period following the date the reclassification request is received in Human Resources.

Section 6. If an employee is involuntarily demoted to a position in a salary grade lower than the one currently held, and if the employee's current salary is above the maximum of the lower position's salary range, then the employee's salary will be reduced to the maximum of the lower salary grade's range, effective on the first day in the position. Otherwise, the employee's salary will remain the same. The move to a lower salary grade will not affect the employee's entitlement to any other increases in compensation that may be applicable.

If an employee applies for and receives a position in a salary grade lower than the one currently held, the employee's salary shall be decreased to the maximum of the new salary grade. An employee's new salary cannot exceed the amount the department has budgeted for the position. The move to a lower salary grade will not affect the employee's entitlement to any other increases in compensation that may be applicable.

Section 7. Market Adjustments. In order to maintain market competitiveness or to aid in the recruitment or retention of employees, it may be necessary for the University to adjust salaries. Such adjustments will be based on survey data or other facts documenting the threat to retention or inability to recruit at current salary levels. The 02 mid (g) of the 17. de (4) 319 out (6) title (13 (s)-1n6iTd [(cu)-4 (r)-.y)16 (-)-10 (g)35(e)4

duties and responsibilities performed by the employee and as described in the current job description of record.

C. No employee may receive additional compensation if the additional services occur in what would be defined and/or perceived as falling within the employee's regularly scheduled working hours, unless the employee requests and is granted the use of overtime, if eligible, flexible scheduling, compensatory time, vacation time, or leave without pay. Prior to any agreements to perform additional duties, the scope of work and amount of compensation must be approved by the Director of Compensation or designee.

D. Compensation.

1. Summer Teaching. Full-time, 9, and 10 month contract employees who do not have a regular summer and/or intersession teaching assignment as part of their official job duties may teach a summer and/or intersession course(s) and shall be compensated at the department or college rate applicable to adjunct instructors. Full-time, 12-month professional staff members who have a summer and/or intersession teaching assignment as part of their regular job duties and who accept an overload course(s) shall be paid for the overload course(s) at the department or college rate applicable to adjunct instructors. A department or college retains the sole discretion to pay an amount in excess of the adjunct rate for summer and/or intersession teaching based on factors such as special qualifications, experience and prior teaching performance.

2. Employees may teach course(s) in either their home department or in another department at the University, up to a maximum of six (6) credit hours per semester beyond their regular teaching assignment for any given semester, except summer and intersession and shall be compensated at the department or college rate applicable to adjunct instructors. Such assignment(s) is considered an overload, and requires that the home department be informed and approve of the additional assignment(s). Such approval shall be subject to the operational needs of the home department and shall not be unreasonably withheld. The department administrator's decision shall not be grievable.

3. In all circumstances and at all times, an employee may choose not to accept the overload course(s).

4. Employees may provide services (other than teaching a courses) beyond their 40-hour week in either their home department or in another department at the University that are not functionally related to the requirements of their regular positions and shall be paid at the rate determined by the Director of Compensation, in consultation with the department administrator in the department where the service(s) is performed. Such assignment(s) requires that the home department be informed and approve of the additional assignment(s). Such approval shall be subject to the operational needs of the home department and shall not be unreasonably withheld. The department administrator's decision shall not be grievable.

Section 10. Librarians.

must be consistent with all other provisions and limitations of this Agreement and with applicable laws and regulations.

A. Employee Premium Contributions

During the term of this agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty percent (20%) of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental and vision plans will be established by the University at the beginning of each plan year -- the July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020 benefit plan years respectively -- based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g. the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020 respectively.2 (y) 30, 2019 and plalvealMC ET0C.ac2 (a)4

worked or not. Holiday pay is included in calculations of active pay status. All full- time employees shall rece

F. Disability. If the disability due to sickness extends beyond three (3) months, eligible employees may apply for disability benefits.

Section 2. Sick Leave Bank (SLB). A sick leave bank (SLB) shall be provided for employees. The purpose of the SLB is to provide additional sick leave to members of the SLB who have exhausted accumulated sick leave and otherwise qualify for it. The Department of Human Resources shall maintain procedures and be responsible for the administration of the SLB.

A. A full-time employee who elects to join the SLB must have accumulated at least eighty (80.0) hours of sick leave. A part-time employee must have accumulated an amount proportionate to the percent of time or hours worked in a two-week period as compared to a full-time employee. A full-time employee joins the SLB by directing, in writing, the contribution of ten (10.0) hours of the member's accumulated sick leave into the SLB. A part-time employee joins the SLB by directing, in writing, the contribution of an amount proportionate to the percent of time or hours worked as compared to a full-time employee. Membership in the SLB continues until the employee leaves the university or until there is a call for SLB donations and the employee does not properly respond to the call. Sick leave time donated to the SLB is not refundable.

An employee who enrolls in the SLB while on an approved sick leave may not request the SLB benefit for that approved sick leave.

B. All employees shall be notified by Human Resources at the annual enrollment period each September (subject to change) of the existence of the SLB and shall be provided the opportunity to become members after becoming qualified for membership, as described in Section 2.A, above.

C. When the time available in the SLB becomes less than five (5) hours times the number of SLB members, a donation of an additional five (5.0) hours of sick leave shall be called for from all SLB members who have at least eighty (80.0) hours of sick leave.

employee

C. Physician Examination. When requested, the employee must submit a satisfactory physician's statement prior to being granted a medical or disability leave, except in cases of emergency. The University may also require medical certification as evidence of fitness to return to work. The University reserves the right to require a second opinion by a doctor of the University's choice who has expertise in diagnosis of and treatment of the employee's disability as to the necessity of the requested leave of absence. The second opinion shall be at the University's expense. If there is a conflict between the doctors' opinions, the selected doctors shall appoint a third doctor acceptable to both whose opinion as to the need for a leave shall control. The expenses of the third doctor shall be borne equally by the employee and the University.

In addition to FMLA leave, where applicable, employees may apply for and may be granted an unpaid parental leave of absence for childbirth or adoption; or a serious illness or long-term personal emergency of the employee's child; or for the serious illness of an immediate family member as defined in Article 22 (Paid Leaves).

Section 6. Union Leave.

A. With the permission of the University, a leave of absence without pay and without loss of seniority or benefits will be granted where possible to those employees who are elected or selected by the Union to conduct Union business. Such permission will not be unreasonably withheld; however, the employee and/or the Union shall make the request at least forty-eight hours (48) prior to the date the leave is to commence. Every effort will be made by the Union to give as much advance notice as possible. It is und e Id01 21(1) 25(1) 10(1) 08(1) 12(1) 14(1) 16(1) 18(1) 20(1) 22(1) 24(1) 26(1) 28(1) 30(1) 32(1) 34(1) 36(1) 38(1) 40(1) 42(1) 44(1) 46(1) 48(1) 50(1) 52(1) 54(1) 56(1) 58(1) 60(1) 62(1) 64(1) 66(1) 68(1) 70(1) 72(1) 74(1) 76(1) 78(1) 80(1) 82(1) 84(1) 86(1) 88(1) 90(1) 92(1) 94(1) 96(1) 98(1) 100(1)

University and who subsequently returns to an SEIU represented position shall have his or her previous SEIU seniority reinstated provided there was no break in service with the University. Time spent in a position outside the SEIU bargaining unit shall not be credited for SEIU bargaining unit seniority purposes.

Section 2. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off more than eighteen (18) months;
- D. Is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee;
- E. Fails to report for work when recalled from layoff within five (5) work days from the date on which the University delivers the employee notice via certified mail (to such employee's last known address as shown on the University's records) unless an employee requests within this five (5) day period additional time, up to ten (10) work days, to report. Employees are responsible for notifying the University of any change in their addresses.

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process described below. The University will use the alternate candidate selection process sparingly and provide advance notice and supporting rationale to the SEIU District 1199 Executive Board Member and Administrative Organizer. The Labor-Management Committee shall address application of this provision, if necessary.

Section 2. Bargaining unit position vacancies and new positions shall be awarded on the basis of qualifications. Qualified shall be defined as meeting all the necessary qualifications for the position to perform the required work. In determining whether an applicant is qualified, the University shall give consideration to ability, aptitude, skill, experience, qualifications as stated on the position vacancy notice, and such other criteria as it usually considers in filling any vacancy. The determination of qualifications is the responsibility of the University. If the University determines that an employee is not qualified, the employee shall have the right to grieve such decision.

Bargaining unit position vacancies and new positions shall be filled through a search committee process compliant with the procedures of the Department of Human Resources and the Office for Institutional Equity.

A. Bargaining unit employees shall be represented on Search Committees. Employees shall inform the department head of their interest in serving on a Search Committee. At least one (1) bargaining unit employee who is knowledgeable regarding the duties and responsibilities of the vacant position (eligible bargaining unit employee) shall be appointed to the Search Committee. It is the intent of the parties that reasonable efforts be made not to appoint the same eligible bargaining unit member employee to successive Search Committees.

To the extent possible, Human Resources shall identify and solicit qualified bargaining unit staff members to serve on Search Committees for bargaining unit positions. In instances where Human Resources determines there is no viable or willing bargaining unit member to serve on a Search Committee (e.g., due to workload, operational need, lack of available employee with knowledge of duties and functions of the position), the Search Committee will utilize professional Human Resources staff member(s) who will fulfill all the requirements of the Search committee. Human Resources shall notify the SEIU District 1199 Executive Board Member/Chair of Search Committees that the search will proceed without a bargaining unit member.

B. If an employee applies for a posted position, the search committee shall use a hiring tool approved by HR prior to reviewing candidates to determine if an applicant is qualified giving consideration to ability, aptitude, skill, experience, qualifications as stated on the position vacancy notice. In addition, 10% of the total possible score will be added to the hiring tool for their bargaining unit membership.

The hiring manager shall use a hiring tool approved by HR prior to reviewing finalists to determine if an applicant is qualified giving consideration to criteria as it usually considers in filling any vacancy. The hiring manager's determination and rationale as to the most qualified and relatively equally qualified shall be reasonable, documented and qualifiable. The hiring manager's determination and rationale shall not be arbitrary or capricious.

If an employee is determined by the University search process to be the most qualified over an outside applicant(s) or relatively equal in qualifications to an outside applicant(s), the employee shall be awarded the position over the outside applicants. Further, if more than one employee applies for a

posted position and if their qualifications are determined by the search process

date. The employee(s) and the Union shall be given written notice of an actual layoff no fewer than thirty (30) calendar days in advance of the effective date.

2. The written notice shall include the reasons for the layoff(s), the effective date of the layoff(s), and a reference to the employees' rights under this Article and Article 8 (Grievance Procedure).

3. Following its receipt of the ninety (90) or thirty (30) calendar day notice, the Union may request-

c. in the inverse order of seniority.

Section 3. Placement Procedure.

A. Placement of an employee into a vacancy in the same classification or in a different classification in the same salary grade shall take precedence over bumping an incumbent in the same salary grade

to bump An employee scheduled to be laid off from his/her present job in a funds available position with less than eight (8) years of seniority is ineligible to bump and shall be laid off.

C. An employee who bumps into a funds available position shall be limited to placement within a

review the employee's previous job history to determine the employee's previous position(s).

G. An employee who declines to transfer into a vacancy or to exercise his/her right to bump, or who is unable to do so, shall be laid off.

Section 5. Recall.

A. Laid-off employees or employees who have bumped or who have been bumped will have recall rights for up to eighteen (18) months starting from the last day of work in the same salary grade or within two (2) salary grades held prior to the initial layoff, transfer, bump, or reduction in hours, provided they are immediately qualified to perform the required work.

B. Whenever, in the judgment of the University, it is necessary to increase the work force in a department following a layoff, employees will be recalled in order of seniority, i.e., the most senior employee will be recalled first, provided that the recalled employee is immediately qualified to perform the required work.

1. University-authorized new or vacant positions shall first be offered, in seniority order, to the most senior pre-layoff classification incumbent who, as a result of layoff, had exercised his/her seniority to bump laterally within a salary grade or into a position in a lower salary grade. Recall or reinstatement will continue in order of layoff seniority.

2. Subject to the eligibility provisions in Section 2.A.2. above, if a laid-off employee is offered recall to a vacancy in a lower grade level

G. Employees recalled into another SEIU bargaining unit position shall be required to serve a 60 day trial period. If during the trial period it is determined that an employee is not satisfactorily performing the work, this trial period shall be extended for as long as 30 additional days. The determination of whether or not the employee is performing the work in a satisfactory manner shall be determined by using benchmarks and objective criteria outlined upon placement that are based on the position description. Satisfactory performance will be at the discretion of the University but shall not be interpreted in an arbitrary or capricious manner. In the event the employee is not able to complete the trial period due to performance, the employee will maintain recall rights for eighteen (18) months from the original date of lay off. In the event the employee is not able to complete the trial period due to performance and the employee's recall rights have exhausted while serving the trial period, the employee will be placed back on the recall list for the time period equal to the time period he/she served the trial period.

Section 6. The University will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement during a layoff such that said group coverages are continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA for such period of time the employee is eligible for COBRA coverage. An employee on layoff may convert her/his group basic life insurance benefit to an individual policy at her/his full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A laid off employee may elect to port, or convert to an individual policy at her/his full cost, voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate.

ARTICLE 28 TEMPORARY TRANSFERS

TEMPORARY TRANSFERS, TEMPORARY ASSIGNMENTS AND PAY ADJUSTMENTS

Section 1. Temporary Assignments. The University retains the right, as modified by the terms set forth in this Article, to temporarily transfer employees.

Section 2. In temporary assignments from one job classification to another, the employee is expected to perform the essential responsibilities of the temporarily assigned classification. Such assignments shall not exceed six (6) months except under one of the following circumstances in which the transfer may extend for up to one year:

- A. To fill a need caused by an employee being on sick or other approved leave of absence;
- B. To address an immediate and continuing operational need; for budgetary reasons or for a special project;
- C. To fill a need during the period pending the permanent filling of such vacancy.

Section 3. If the University temporarily assigns an employee to another job classification, the employee shall:

- A. Receive her/his regular salary if the salary grade for such other classification is the same as or lower than the employee's salary grade;

- B. Receive the employee's regular salary during the first seven (7) calendar days of the transfer to a position in a higher salary grade. Beginning with the eighth (8th) calendar day, the employee shall be paid at the rate which results in not less than a 5% increase in base pay but not less than the minimum of the salary

their

ARTICLE 34

CONSULTING AND

general fees ch

determined based on the employee's current status in an active full-time or 75% full-time equivalent position.

Section 5. Changes in Employment Status.

A. In the event of a qualifying employee's death, eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time based on the employee's active status and eligibility at the time of death.

B. With ten (10) years of service, in the event of a qualifying employee's retirement or total disability (under PERS, STRS or Social Security), eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time based on the employee's active status and eligibility at the time of retirement.

C. If an appointment is continued at less than full-time, or if a leave of absence without pay is granted, eligibility is continued for two (2) full semesters beyond the effective date of the appointment.

Section 3. All employees shall, as soon as practicable, report unsafe working conditions or equipment to

Nothing in the foregoing shall prohibit the University from administering appropriate discipline, up to and including termination, pursuant to the just cause requirements of Article 9, for any violation of policies (including a refusal to submit to reasonable suspicion or post-accident substance abuse testing), procedures, work rules, job performance requirements, or behavioral standards.

ARTICLE 42
RETIREMENT AND RESIGNATION

Section 1. Notice of Resignation. An employee planning to resign shall give written notice of intent to her/his immediate supervisor and the Department of Human Resources at least fourteen (14) calendar days before voluntary resignation. The employee may give fewer than fourteen (14) days' notice with prior approval from her/his supervisor.

Section 2. Notice of Retirement. An employee planning to retire should give written notice of intent to retire to her/his immediate supervisor and the Department of Human Resources at the earliest date possible, but not less than thirty (30) calendar days before termination of service.

Section 3. Separation from Employment.

A. An employee, upon separation from employment with the University, may donate up to an additional twenty-five (25) hours of sick leave to the Sick Leave Bank from that portion of the employee's accrued sick leave balance that is eligible for a cash payout. The employee's cash payout will be reduced by the amount of his/her donation.

B. Sick Leave Pay Out.

At the time of retirement, employees with ten (10) or more years of public service within the State of Ohio will be compensated for not more than one-fourth (1/4) the value of accrued but unused sick leave. The maximum payment shall be 240 hours. The rate of pay will be based on an employee's rate of compensation at the time of retirement. Acceptance of such payment shall eliminate all accumulated sick leave credit.

ARTICLE 43

DISTANCE EDUCATION

Section 1.
process

Preamble.

This Article relates to distance education, meaning a formal education

(e.g., graduate assi

bound by this Agreement and be required to recognize the Union with respect to the facilities and bargaining unit personnel of the University at the time of completion of such transaction.

The Union shall be given written notice of such transactions no later than thirty (30) calendar days prior to the consummation of same.

ARTICLE 46
SAVINGS PROVISION

If any provision of this Agreement conflicts with the provision of any applicable federal or state statute, or Executive Order having the effect of law, now in force or hereafter enacted, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from them. 16.7 of la5(. 3. 8oR0.01 Tw 5.55 0i)-2om smaind

SEIU & CSU
SIDE LETTER OF AGREEMENT



LISTING OF SEIU POSITIONS BY DEPARTMENT

| | | |
|--------------------------------|------------|-----|
| Secur & Safety Syst Specialist | ACC CNTRL | 03T |
| Desktop/Server Specialist 1 | ACC CNTRL | 04T |
| Administrative Coordinator | ADMISSIONS | 04 |
| Campus Visits & Alumni Recrtmt | ADMISSIONS | 04 |
| Sr Admissions Counselor | ADMISSIONS | 04 |
| Sr. Admissions Counselor-Arts | ADMISSIONS | 04 |
| Coord, Trnsfr & Non-Trad Std | ADMISSIONS | 05 |
| Administrative Coordinator | ADVANC SRV | 04 |
| Systems Coordinator | ADVANC SRV | 05T |
| Senior Accountant | ADVANC SRV | 06 |
| Sr Accountant, CSU Foundation | ADVANC SRV | 06 |
| Data Administrator | ADVANC SRV | 06T |
| Coord, CCP/Acad Advisor | ADVIS UNIV | 05 |
| Coord, Key Bank Scholars Prg | ADVIS UNIV | 05 |
| First Year Advisor | ADVIS UNIV | 05 |
| Coord, First Year Advising | ADVIS UNIV | 06 |
| Administrative Assistant | ALUMNI AFF | 03 |
| Coord, Alumni Volunteer Prgrm | ALUMNI AFF | 05 |
| Marketing/Comm Digital Rep | ALUMNI AFF | 05T |
| Mgr, Alumni Affairs | ALUMNI AFF | 06 |
| Sr Communications Rep | ALUMNI AFF | 06 |
| Animal Husbandry Tech | ANIMAL CAR | 01 |
| Administrative Coordinator | ART&DESIGN | 04 |
| Asst Dir, Art Gallery | ART&DESIGN | 05 |
| Equipment Assistant | ATH ADMIN | 02 |
| Athletic Compliance Specialist | ATH ADMIN | 03 |
| Acad Advisor-Athletics | ATH ADMIN | 05 |
| Academic Advisor | ATH ADMIN | 05 |
| Asst Mgr, Athl Facilities | ATH ADMIN | 05 |
| Basketball Adv/Cdr Std/Ath Afr | ATH ADMIN | 05 |
| Head, Video Operations | ATH M BASK | 02 |
| Coord, Ticketing & Fan Devel | ATH PROMO | 05 |
| Sports Information Asst | ATH SP INF | 02 |
| Sport Info & Media Coordinator | ATH SP INF | 05 |
| Assistant Athletics Trainer | ATH SP MED | 04 |
| Associate Head Trainer | ATH SP MED | 05 |
| Head, Women's Basketball Ops | ATH W BASK | 04 |
| Laboratory Coordinator | BIO GEO ES | 03 |
| Administrative Coordinator | BIO GEO ES | 04 |
| Laboratory Manager | BIO GEO ES | 06 |
| Coord, African-Amer Cul Ctr | BLACK STDS | 04 |
| Communications Design Speclst | BUSNS DEAN | 03 |

LISTING OF SEIU POSITIONS BY DEPARTMENT

| | | |
|--------------------------------|------------|-----|
| Instr Media Specialist | CTREDTECH | 04T |
| Administrative Coordinator | CURR FNDS | 04 |
| Coord, Annual Giving Campaigns | DEVELOPMNT | 04 |
| Development Associate | DEVELOPMNT | 04 |
| Manager, Annual Giving | DEVELOPMNT | 06 |
| Mgr, Donor Relations & Steward | DEVELOPMNT | 06 |
| Supv, Printing & Duplicating | DIGITALPRT | 05 |
| Alternative Media Specialist | DISAB SVCS | 03 |
| Assisitive Technology Spc | DISAB SVCS | 04T |
| Disability Svc Counseling Spcl | DISAB SVCS | 05 |
| Administrative Assistant | EDUC DEAN | 03 |
| Coord, Assessment & Accreditat | EDUC DEAN | 05 |
| Administrative Coordinator | EDUDOCSTUD | 04 |
| Administrative Coordinator | ENGLISH | 04 |
| Teaching Specialist | ENGLISH | 06 |
| Laboratory Maint Speclst | ENGR DEAN | 03T |
| Administrative Coordinator | ENGR DEAN | 04 |
| Coor, Eng Stud Prgr & Recruit | ENGR DEAN | 04 |
| Coord, Cooperative Education | ENGR DEAN | 04 |
| Model Maker | ENGR DEAN | 04 |
| Electronic Specialist | ENGR DEAN | 04T |
| Academic Advisor | ENGR DEAN | 05 |
| Systems Specialist | ENGR DEAN | 05T |
| Manager, MakerSpace Lab | ENGR DEAN | 06 |
| Mgr, Ext Rel & Comms | ENGR DEAN | 06 |
| Computer Systems Specialist | ENGR DEAN | 06T |
| Sr Mgr, CEEL | ENGR DEAN | 07 |
| Processing Center Specialist | ENRL ST AF | 03 |
| Processing Center Lead | ENRL ST AF | 04 |
| Programmer Analyst | ENRL ST AF | 05T |
| Environ Health & Safety Ofcr | ENV HL SAF | 05 |
| Communication & Admin Spclst | ESSC | 03 |
| Academic Program Spc | ESSC | 04 |
| Administrative Coordinator | ESSC | 04 |
| Academic Advisor | ESSC | 05 |
| CSUTeach Advisor/Intern Coord | ESSC | 05 |
| Data Administrator | ESSC | 06T |
| Administrative Coordinator | | |

LISTING OF SEIU POSITIONS BY DEPARTMENT

| | | |
|--------------------------------|------------|-----|
| Scholarship Coordinator | FIN AID | 05 |
| Asst Dir, Fin Aid Systems | FIN AID | 07T |
| Program & EdTPA Coordinator | FLD SERVCS | 06 |
| Program Coordinator | FLD SERVCS | 06 |
| Communications Spec | FS ADMIN | 03 |
| Coordinator, Graduate Recruitm | GRAD DEAN | 04 |
| Mgr, Grad Student Resource Ctr | GRAD DEAN | 06 |

LISTING OF SEIU POSITIONS BY DEPARTMENT

| | | |
|--------------------------------|------------|-----|
| Applications Developer | IST | 06T |
| Desktop/Server Specialist 3 | IST | 06T |
| Web Developer | IST | 06T |
| Business Analyst | IST | 07T |
| Enterprise Applic Developer | IST | 07T |
| Integration Engineer | IST | 07T |
| Security Administrator 2 | IST | 07T |
| Sr Systems Administrator | IST | 07T |
| Database Administrator | IST | 08T |
| Enterprise Sys Administrator 2 | IST | 08T |
| Lead Business Analyst | IST | 08T |
| Sr Ent Ntwk Msg Admin | IST | 08T |
| Sr Enterprise App Developer | IST | 08T |
| Sr Enterprise Network Eng | IST | 08T |
| Sr Integration Eng | IST | 08T |
| Sr Web Applications Developer | IST | 08T |
| Sr Web Architect | IST | 08T |
| Communications Coordinator | LA SS DEAN | 05 |
| Student Records Adm | LAW ACADAF | 05 |

LISTING OF SEIU POSITIONS BY DEPARTMENT

| | | |
|--------------------------------|------------|-----|
| Registrar's Production Spclst | REGISTRARS | 03 |
| Scheduling Specialist | REGISTRARS | 03 |
| Catalog & Curriculum Coord | REGISTRARS | 04 |
| Coord, Registrar Services | REGISTRARS | 04 |
| Coordinator, Registrar Service | REGISTRARS | 04 |
| Functional Ops Analyst | REGISTRARS | 05T |
| Mgr, IT Services | RESRCH VP | 07T |
| Administrative Coordinator | SCIENCE DN | 04 |
| Coord, Ugrad Pre-Prof Prog | SCIENCE DN | 05 |
| Grant Writer & Administrator | SCIENCE DN | 05 |
| Campus Coord, CWWPEP | SOCIAL WRK | 06 |
| Coordinator, Field Education | SOCIAL WRK | 06 |
| Manager, Special Events | SPECEVENTS | 06 |
| Administrative Coordinator | SPON PROGS | 04 |
| Accountant | SPON PROGS | 05 |
| Budget Coordinator | SPON PROGS | 05 |
| Senior Accountant | SPON PROGS | 06 |
| Senior Accountant | SPON PROGS | 06 |
| Program Review Coordinator | STRAT PLAN | 04 |
| Campus Life & Mjr Events Spc | STU LIFE | 05 |
| Care Manager | STU LIFE | 06 |
| Student Media & Web Specialist | STU LIFE | 06 |
| Academic Advisor | STU SUPPRT | 05 |
| Administrative Coordinator | TEACHER ED | 04 |
| Coord, SMET Program | TEACHER ED | 04 |
| CSU/Teach Master Teacher | TEACHER ED | 06 |
| ESL Program Coord (Acad) | TEACHER ED | 06 |
| Teaching Specialist ESL | TEACHER ED | 06 |
| Telecommunications Analyst | TELECOMMUN | 03T |
| Coord, Telecomm Svcs | TELECOMMUN | 05T |
| Sr Telecommunications Spc | TELECOMMUN | 05T |
| Commun Facilities Specialist | TELECOMMUN | 06T |
| Sr Enterprise Network Eng | TELECOMMUN | 08T |
| Coordinator, Testing Services | TESTINGSRV | 05 |
| Administrative Coordinator | THEATR DAN | 04 |
| Costume Shop Supervisor | THEATR DAN | 05 |
| Account Analyst | TREAS SERV | 04 |
| Accountant | TREAS SERV | 05 |
| Coord, Campus CE Systems | UGRAD STDS | 04 |
| Academic Advisor | UGRAD STDS | 05 |
| Academic Systems Coordinator | UGRAD STDS | 05T |
| Mgr, First Year Exp | UGRAD STDS | 06 |

VisgCard Admin&Data Analyst

| | | |
|---------------------------------|------------|-----|
| Financial Systems Administratr | CAMP SUPPT | 05T |
| Learning Sys Admin | CONTROLLRS | 07T |
| Online Course & Mat Developer | CTR ELEARN | 05T |
| Online Course & Material Devel | CTR ELEARN | 05T |
| Sr Inst Dsnr/Mgr QA | CTR ELEARN | 06T |
| Sr Mult Med Devel & Inst Dsgnr | CTR ELEARN | 06T |
| Sr Multimedia Devlp & Instr Des | CTR ELEARN | 06T |
| Sr. Instructional Designer | CTR ELEARN | 06T |
| Sr. Instructional Designer | CTR ELEARN | 06T |
| Classroom Technology Spclst | CTR IT&DL | 04T |
| Classroom Technology Specialist | CTR IT&DL | 04T |
| Hlth Profession Tech Specialst | CTR IT&DL | 05T |
| Instruct Technology Spclst | CTR IT&DL | 05T |
| Sr Instructional Technologist | CTR IT&DL | 06T |
| Instr Media Specialist | CTREDTECH | 04T |
| Assisitive Technology Spc | DISAB SVCS | 04T |
| Laboratory Maint Speclst | ENGR DEAN | 03T |
| Electronic Specialist | ENGR DEAN | 04T |
| Systems Specialist | ENGR DEAN | 05T |
| Computer Systems Specialist | ENGR DEAN | 06T |
| Programmer Analyst | ENRL ST AF | 05T |
| Data Administrator | ESSC | 06T |
| Mgr, Broadcast & Comp Eng | FILMSCHOOL | 07T |
| Asst Dir, Fin Aid Systems | | |

SEIU TECHNOLOGY SCALE POSITIONS

| | | |
|--------------------------------|------------|-----|
| Desktop/Server Specialist 1 | IST | 04T |
| Desktop/Server Specialist 1 | IST | 04T |
| Desktop/Server Specialist 1 | IST | 04T |
| Desktop/Server Specialist 2 | IST | 05T |
| Enterprise Dsktp/Server Spec12 | IST | 05T |
| Enterprise Dsktp/Server Spec12 | IST | 05T |
| Help Desk Consultant | IST | 05T |
| Help Desk Consultant | IST | 05T |
| System Security Administrator | IST | 05T |
| Applications Developer | IST | 06T |
| Desktop/Server Specialist 3 | IST | 06T |
| Desktop/Server Specialist 3 | IST | 06T |
| Desktop/Server Specialist 3 | IST | 06T |
| Web Developer | IST | 06T |
| Business Analyst | IST | 07T |
| Business Analyst | IST | 07T |
| Enterprise Applic Developer | IST | 07T |
| Integration Engineer | IST | 07T |
| Integration Engineer | IST | 07T |
| Security Administrator 2 | IST | 07T |
| Sr Systems Administrator | IST | 07T |
| Database Administrator | IST | 08T |
| Enterprise Sys Administrator 2 | IST | 08T |
| Enterprise Sys Administrator 2 | IST | 08T |
| Lead Business Analyst | IST | 08T |
| Sr Ent Ntwk Msg Admin | IST | 08T |
| Sr Enterprise App Devel | IST | 08T |
| Sr Enterprise App Developer | IST | 08T |
| Sr Enterprise Network Eng | IST | 08T |
| Sr Entprs App Dev | IST | 08T |
| Sr Integration Eng | IST | 08T |
| Sr Web Applications Developer | IST | 08T |
| Sr Web Applications Developer | IST | 08T |
| Sr Web Architect | IST | 08T |
| UNIX Systems Data Admin | LAW COLLEG | 06T |
| Systems/Web Administrator | LAW LIBRY | 06T |
| Computer Technician | LIBRARY MN | 03T |
| Web Site Specialist | LIBRARY MN | 04T |
| Library Sys & Emerg Tech Spc | LIBRARY MN | 05T |
| Network Support Specialist | LIBRARY MN | 06T |
| Sr Library Sys Spc | LIBRARY MN | 06T |
| Audio Engr/Coord, Audio Svc | MUSIC DEPT | 05T |

