AGREEMENT

BETWEEN

CLEVELAND STATE UNIVERSITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,

DISTRICT 1199 WV/KY/OH,

CTW/CLC

October 1, 2010 through September 30, 2011

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ARTICLE I

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, 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 II

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 professional employees and part-time professional employees with annualized full-time equivalent (FTE) of .5 or greater, including employees in temporary positions with a contract of one (1) year or longer duration or temporary employees in their current position for one year or longer. When appropriate to the position, FTE will be calculated by dividing the annually scheduled hours by 2080. The positions included in the bargaining unit are listed in Appendix A.

Section 3. Excluded from the bargaining unit are supervisors, management level employees, confidential employees, seasonal employees, casual employees, police, and students as defined in Ohio Revised Code 4117, classified employees, faculty, deans and part-time and temporary employees not described in Section 2 of this Article as included. The University shall create a list of non-bargaining unit professional positions no later than December 31, 2006, and shall send a copy of the list to the Union President and the District 1199 Union Representative. A copy of the list will be kept on file in the Department of Human Resources Development and Labor Relations.

Section 4. Unit Clarification. If the Union believes that bargaining unit work is being performed by non-bargaining unit employees, the Union shall submit a letter with the details to

the Vice President for Business Affairs and Finance or designee. The parties shall meet to discuss the matter within ten (10) working days of receipt of the letter. Prior to the meeting, the University shall provide the Union with documentation it has collected regarding the issue. If there is no satisfactory resolution within twenty (20) working days of the original submission, unless the parties mutually agree to extend the time limits, the Union may petition the SERB for unit clarification.

Section 5. The Union retains the right to grieve or take other appropriate action if it believes the University is attempting to improperly erode the bargaining unit.

Section 6. Where used in this Agreement, the term "employee" includes all employees of the bargaining unit except where specifically stated.

Section 7. Whenever a male or female pronoun or adjective is used, it refers to persons of either sex.

ARTICLE III

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. Both the University and the Union recognize their respective responsibilities for non-discrimination under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate with regard to race, color, religion, national origin, sex, age, sexual orientation, handicap or disability, employee organization, veteran status or political organization.

Section 2. The Administration affirms its established policy of non-discrimination in employment (appointment, promotion, layoff, etc.). The Administration declares its determination to actively recruit, retain and promote qualified women and minorities.

The University agrees to provide the Union with a copy of the Affirmative Action report that is submitted to the Department of Labor.

Section 3. The University and the Union agree that sexual harassment is an offensive form of discrimination and agree that acts of sexual harassment are prohibited.

Section 4. Nothing in this Article shall preclude any member of the bargaining unit from protecting her or his rights to be free from unlawful discrimination pursuant to any Federal or State law which addresses discrimination directly, and without resort to the grievance and arbitration procedures contained in this Agreement except as provided in Section 6, below.

Section 5. Bargaining unit members shall be free to join or not to join the Union as they may choose, to process grievances and to exercise such other rights as they may have under Ohio Revised Code Section 4117.03.

There will be no reprisals of any kind, or threats thereof, taken against any employee by reason of her/his membership or non-membership in the Union, or participation or nonparticipation in any of its activities, or participation in the grievance procedure.

Section 6. The University and the Union agree that any claims of unlawful discrimination under Federal and State civil rights laws and/or Fair Employment Practice Acts and any claims of discrimination based on sexual orientation shall not be processed through the grievance procedure set forth in this Labor Agreement except as provided herein. Such claims shall be first discussed by the claimant with the University's Director of Affirmative Action as a means of achieving an informal resolution of the claim. If informal resolution is not possible, the claimant may file a formal written complaint with the University's Office of Affirmative Action. That Office will then conduct a thorough investigation and its findings, conclusions, and proposed action will be discussed with the claimant. A copy of the findings, conclusions, and proposed action will be forwarded to the University President. If the claimant is not satisfied with the resolution proposed by the Office of Affirmative Action the parties, by mutual agreement, may submit the issue to grievance mediation (See Article VIII, Section 3). If mediation does not resolve the matter or if the parties do not agree to mediation, relief may be sought through direct appeal to the University President within ten (10) working days of the receipt by the claimant of the findings, conclusions, and proposed action of the Office of Affirmative Action or following the conclusion of mediation, whichever is applicable.

At any stage in the presentation of a complaint, the complainant shall have the right to be accompanied, represented and advised by a representative of his or her own choosing from the Union or the University community. Complaints heard or meetings required under this procedure shall normally be held during working hours, unless otherwise expressly agreed by the Union and the University.

ARTICLE IV

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, 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, 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 IX 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 V

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, and organizational structure;

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; and

I. Take actions to carry out the mission of the University as a governmental unit.

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 VI

CHECKOFF AND FAIR SHARE FEES

Section 1. The University will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his signature.

Section 2. The University's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization within the thirty (30) day period prior to the termination of this contract or upon the termination of employment or transfer of an employee to a job classification outside the bargaining unit.

Section 3. All employees who are covered by this agreement and who are not members of the Union and who have been employed by the University for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

Section 4. All authorized deductions will be made from the employee's pay on a regular monthly basis in the first and second paycheck of the month. The University shall deduct from the first and second paycheck of each month of each non-member of the recognized bargaining unit a fair share fee in an amount determined by the Union, but not greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

Section 5. The Union shall furnish the name, title, and address of the authorized person or organization to whom the authorized deductions shall be sent by the University.

Section 6. The Union shall indemnify and hold the University and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken, by the University for the purpose of complying with any of the provisions of this Article or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 7. The Union will provide the University with packets of information about the Union to be distributed by the University at new employee orientation.

Section 8. Voluntary Payroll Deductions. Upon an employee's voluntary written assignment filed at least three (3) weeks in advance, the University agrees to deduct from the employee's wages on a regular basis, amounts due and payable to COPE, United Way, Community Shares, and other organizations currently recognized under University policy. The amounts so deducted shall be mailed or otherwise forwarded to the designated organization in a timely fashion as required.

It is expressly understood that the University shall assume no liability in connection with such voluntary deductions. All disputes and adjustments shall be matters to be resolved between the employee involved and the recognized organization.

The University shall not be held liable for any consequence of either failure to make an authorized deduction or any mistakes in connection therewith.

The employees agree to indemnify, defend and save the University harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the University in reliance upon the voluntary authorization described in this Section 8.

The University, on the occurrence of one of the following, shall terminate any deduction described in this Section 8:

(1) The death of the employee;

(2) The termination of the employee's employment under this Agreement;

(3) Written request of the employee filed at least three (3) weeks in advance of the 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 VII

UNION REPRESENTATION

Section 1. Grievances. Union officers/delegates who desire to process grievances or conduct other union business during working hours shall contact their supervisor to make arrangements for the conduct of the Union business. Upon obtaining prior approval from the employee's supervisor, the officer or delegate shall be permitted to investigate grievances or conduct union business during working hours 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.

Section 2. Release Time. In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the University shall grant release time without loss of wages, benefits, or other privileges to bargaining unit members with the following conditions:

A. Requests for release time will require the prior approval of the employee's supervisor. Such requests shall not be unreasonably denied.

B. The Union President shall be permitted to use up to eight (8) hours per month of paid, non-cumulative release time for the conduct of Union business.

C. Employees serving on the Union's Executive Board and Delegates Committee are allowed up to a total aggregate number of paid hours, which does not exceed forty-eight (48) hours each contract year, for training and for meeting with employees during new employee orientation. The Union shall notify the Vice President for Business Affairs and Finance, or designee, in writing, at least two (2) weeks in advance of the training or new employee orientation of the date and time of the training or orientation and the names, departments and the names of the supervisors of the delegates and officers to be released to attend.

Section 3. Union Representatives. The University shall recognize up to twelve (12) officers and delegates for the purpose of administering the collective bargaining agreement and adjudicating grievances. 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 be hard-wired for two (2) computer ports. The University shall provide free local phone service and 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. Faculty/Staff Directory. The Union shall be supplied with one copy of the University Faculty/Staff Directory annually.

Section 10. Bulletin Board. A secured bulletin board for the Union shall be provided at a location mutually agreed upon by the Union and the University.

Section 11. Parking Permits. The University shall provide faculty/staff daily parking permits to no more than two (2) Union business representatives.

Section 12. Agreement Copies. Copies of this Agreement shall be printed at the University's expense and distributed to all members of the bargaining unit. Upon hire, the University will provide each new employee in a bargaining unit position with a copy of this Agreement. The University shall provide the Union with fifty (50) additional copies of the Agreement free of charge.

Section 13. Committees. Union representatives appointed to University committees shall receive paid release time for attendance at committee meetings scheduled during their regular work hours.

Section 14. Notification.

A. Upon execution of this Agreement and on a quarterly basis thereafter, the Union President 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.

Section 15. Information. The University shall provide to the Union President:

A. A copy of all position announcements for bargaining unit positions as soon as the position announcement is approved for distribution.

B. One copy of the agenda and materials for all Board of Trustees meetings and Board committee meetings when they are distributed to other Board members. After minutes are approved, the Union President shall receive one copy of minutes for each Board or committee meeting.

C. One copy of the audited Annual Financial Report immediately upon release.

Section 16. New Employee Orientations. A Union representative will be afforded time with new bargaining unit employees during the new employee orientation process for orientation to the Union and this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the University. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 2. A grievance is a dispute concerning the wages, fringe benefits, hours, and working conditions set forth in this Agreement or the interpretation and/or application of and/or compliance with any provision of this Agreement or University rules or policies. Any bargaining unit member or the Union may bring a grievance under this procedure. A grievance may be withdrawn by the Union at any time.

When such grievances arise, the following procedure shall be observed:

Step 1. An employee shall first present a grievance in writing to the employee's designated supervisor within ten (10) working days of the event upon which the grievance is based in order to achieve a resolution. The grievant may be accompanied by a Union representative at this Step 1 meeting. The designated supervisor shall respond in writing to the employee and the Union within ten (10) working days of the date of the Step 1 meeting. If a resolution is reached, the parties shall sign a mutual release indicating a settlement of the grievance. A resolution of a grievance at Step 1 shall not be precedent setting. The Department of Human Resources Development and Labor Relations ("Department of Human Resources" or "HRD"), the employee's Department Head or other appropriate administrator, and the Union shall be notified of any Step 1 meeting and any subsequent adjustment by the designated supervisor if an HRD or Union representative was not present at the meeting. Such adjustments shall not be inconsistent with the terms of this Agreement. If the matter cannot be resolved through the Step 1 meeting process, the employee who wishes to pursue the grievance further shall follow the steps below.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievant and/or the Union 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 ten (10) working days after the next regularly scheduled Union Executive Board meeting, but no later than forty-five (45) calendar days after receipt 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 forty-five (45) 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 FMCS is pursued, the mediation will be pursued and conducted in accordance with the Rules of the FMCS in effect on the date that the request for mediation was sent. The mediation will be conducted within thirty (30) calendar days of the appointment of a mediator.

B. Any party may end mediation at any time after participation in the mediation process by giving written notice to the mediator and to the other party or parties. The mediator may withdraw at any time by giving written notice to the parties.

C. The fees and expenses of mediation, if any, will be borne equally by the University and the Union.

Section 4. Arbitration. The Union shall notify the University of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall proceed to arbitration pursuant to the following procedure.

A. Within sixty (60) calendar days of the ratification of this Agreement, the parties shall meet and submit names and resumes of potential arbitrators to jointly create a panel of six (6) arbitrators. The parties must agree on the list of arbitrators selected. Once per year during this Agreement, the parties will meet to review the panel of arbitrators and determine the continued use of the existing list of panel members. The parties shall endeavor to select arbitrators who will hold hearings within thirty (30) calendar days of their selection and who will render a decision within thirty (30) calendar days from the conclusion of the hearing.

B. Upon receipt of a notice to arbitrate, the arbitrator may be selected by mutual consent of the University and the Union from the panel. If the parties cannot agree, they shall choose an arbitrator by alternatively striking names from the panel until one (1) name remains as the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified as soon as possible of his selection and a hearing shall be held, if possible, within thirty (30) days of the arbitrator's confirmation that he has accepted the appointment as arbitrator. The arbitration procedure and hearing shall be governed by the American Arbitration Association's then applicable rules and regulations.

C. If the need for an arbitrator arises and the University and the Union have not selected an arbitration panel or are unable to select a panel, the American Arbitration Association shall submit up to three (3) panels of arbitrators to each party and the arbitrator will be chosen and the matter shall proceed in accordance with the Association's then applicable rules and regulations.

D. In the event a matter proceeds to arbitration, the arbitrator shall have jurisdiction only over the matter(s) submitted. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement or University Rules or Policies.

E. The fees and other expenses of the arbitration and arbitrator shall be shared equally. Any University employee called as a witness by either side will continue to receive the regular rate of pay while attending such hearing for those hours the employee would have been scheduled to work.

Section 5. Final and Binding. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the University and the Union and/or between the University and an employee(s), and by invoking this procedure, the Union and the University waive the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the University shall be final, conclusive, and binding on the University, the Union, and the employee(s) involved.

Section 6. Limitations. This grievance procedure shall not limit the right of any employee to present a grievance and have it adjusted without intervention of the Union, as required by the Ohio Revised Code Section 4117.03 (A) (5), as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present at the final adjustment proceeding.

Section 7. General Provisions.

A. Any grievance that is not processed in a timely manner by the Union shall be considered withdrawn. Any grievance that is not processed in a timely manner by the University shall be deemed to have been appealed to the next step. However, the parties may, by mutual written agreement, waive any steps or any of the time limits of this Article. Requests for

extensions of the time limits shall not be unreasonably denied by either party. The parties will accept facsimiles to meet any deadline herein specified.

B. Grievances may be processed by aggrieved employees during working hours, with no loss of pay or benefits. Hearings and meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such meetings shall be held during working time with no loss of pay or benefits.

C. There shall be no retaliation or adverse action taken against any employee who files a grievance or participates in the grievance procedure, regardless of the outcome of the grievance.

D. Time limits referred to in this Article as "working days" shall be defined to be Monday through Friday, exclusive of Saturdays, Sundays, formal holidays recognized by the University, and periods when the University is officially closed for business.

E. The Union and the grievant will receive written copies of all notices and dispositions pertaining to a grievance.

F. If a grievance affects a group of members of the bargaining unit from more than one department, or if it arises from the actions of an authority higher than the grievant's designated supervisor, it may initially be submitted at Step 2.

ARTICLE IX

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 shall have the right to Union representation at all steps of the disciplinary procedure. Beginning with the second written warning, an employee and the Union shall receive three (3) working days notice that a disciplinary meeting will take place. The written notification will state clearly and specifically the nature of the problem and the proposed action, advise the employee of his right to have a Union representative present and set a date and time for the meeting. If the date and time are not mutually agreeable, the

supervisor and the employee shall arrange another date and time. Included with that notification will be all documentation upon which the charges against the employee are based. For suspensions and terminations, the Department of Human Resources Development and Labor Relations will notify the employee, the Union President and District 1199 Union Representative of the date and time of the meeting, and both the Vice President for Business Affairs and Finance or designee and Union President or designee shall be involved in the meeting. The District 1199 Union Representative also shall have the option of participating in the meeting. The Vice President for Business Affairs and Finance or designee shall preside at the meeting. Normally, no discipline beyond the second written warning shall be imposed until after a disciplinary meeting, during which the employee and her/his Union representative shall have the opportunity to refute the charges.

In the event the Administration finds it necessary to remove an employee from University property before the three (3) day notice or meeting, the employee may be suspended with pay pending the conduct of the meeting, which shall be held within three (3) business days of the suspension at a time that is mutually acceptable to the parties involved.

Section 4. Employees have the right to appeal disciplinary action through the grievance procedure as set forth in Article VIII. Employees subject to discipline, up to and including discharge, shall receive notification of disciplinary actions in writing. All employees shall have the right to attach a written rebuttal to all written disciplinary documents.

Section 5. Written disciplinary documents for offenses that were subject to progressive discipline under Section 2 above shall not be considered for purposes of discipline after eighteen (18) months from entry provided no further discipline for a similar infraction has occurred since that incident.

ARTICLE X

PROBATIONARY PERIOD

Section 1. All new employees shall be considered to be on probation for a period of one (1) year from the date of hire in a bargaining unit position. The probationary period may be extended by mutual agreement between the University and the Union up to ninety (90) calendar days beyond the expiration date of the original probationary period. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. 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 II (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 rehired, he/she shall be considered a new employee and subject to the above provisions.

Section 3. If possible, new employees shall receive a copy of their job description upon hire. New employees will receive training on job-related procedures and policies.

Section 4. During the probationary period, the employee shall receive at least one written evaluation from the supervisor at least ninety (90) days before the end of the probationary period.

ARTICLE XI

PERSONNEL FILES

Section 1. All personnel files in the University are public information. The Department of Human Resources Development and Labor Relations is responsible for the creation, maintenance and coordination of the official University personnel files for bargaining unit employees. The official personnel file ("Personnel File") for each employee shall be maintained in the Department of Human Resources Development and Labor Relations. Individual employees' working files that are needed to carry out the day-to-day administrative functions of departments/colleges may be kept in the offices of the employee's Department and/or the Dean of the College. Upon written request, employees shall have access at reasonable times to their working files.

Section 2. To obtain access to her/his Personnel File, an employee shall make a written request to the Vice President for Business Affairs and Finance or designee.

Section 3. Upon written request to the Vice President for Business Affairs and Finance or designee, any employee shall be given, at no cost, a copy of any item(s) contained within the employee's Personnel File within three (3) working days.

Section 4. If a document is to be inserted into the Personnel File and does not include in its distribution a copy of the document for the employee, a copy of the document shall be forwarded to the individual at the time the document is inserted in her/his file. There shall be no official disciplinary action documents in an employee's Personnel File that he/she has not had an opportunity to review and sign. No anonymous letters of commendation or complaint shall be placed or maintained in an employee's Personnel File.

Section 5. Employees have the right to add complimentary materials to their files at any time.

Section 6. An employee may attach a written response to any item in the employee's Personnel File or working files. The employee shall send such written response to the Vice President for Business Affairs and Finance or designee for the Personnel File, and to the appropriate administrator for working files.

Section 7. Any request to see an employee's file(s) must be made in writing. An employee whose file has been requested by a third party shall be immediately notified in writing of the request. The request for access shall not be complied with until one (1) working day after the

notification has been given to the employee whose file has been requested. A member of the Human Resources office shall be present whenever any person outside of the Human Resources office is examining a file.

Section 8. The official Personnel File for each employee will contain the following, if available:

A. Letter of application and all materials requested or received by the University from persons other than the applicant in connection with the employee's original employment, including official academic transcripts;

B. Offer of appointment and initial date of employment; employee's contracts, letters of continuation or letters of intent;

C. Job description(s);

D. Documents relating to position classification, grade, and length of time in position;

E. Documents relating to promotions, reclassifications, or transfers;

F. Documents pertaining to salary recommendations;

G. Documents pertaining to the employee's professional activities and accomplishments;

H. Performance evaluations and reviews;

I. Information pertaining to extended leaves;

J. Disciplinary records; and

K. Information pertaining to separation from employment.

Section 9. Grievance files: Only the final written resolution, if any, of any grievance pursuant to Article VIII 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 information. Such request shall be in writing and shall contain a concise statement as to why the employee believes such information to be inaccurate, irrelevant, untimely or incomplete. Within sixty (60) days, the Vice President or designee shall undertake such investigation and shall notify the employee of the results of the investigation and the actions, if any, the University plans to take with respect to the disputed information. The Vice President or designee shall delete any information that cannot be verified or is found to be inaccurate.

Section 11. Other files: Nothing in this policy precludes the maintenance and retention of individual information dealing with routine matters such as payroll records, fringe benefits, worker's compensation records, medical information, leaves of absence, I-9, and citizenship status records.

ARTICLE XII

LABOR/MANAGEMENT COMMITTEE

Section 1. The Labor/Management Committee shall meet to discuss matters of mutual concern. The meetings will be held every other month for one and one half (1½) hours unless otherwise mutually agreed. The parties shall mutually agree upon the time, date, and place of the meetings. At any time the parties may mutually agree that there is no need for the committee to meet or conversely that more frequent meetings are necessary.

Section 2. The Committee shall consist of not more than three (3) representatives appointed by the Union and three (3) representatives appointed by the University. By mutual agreement, an additional University representative, as well as a District 1199 Union representative, may participate in Committee meetings. Meetings shall be held during normal business hours, and all representatives who serve on the Committee shall do so without loss of pay or benefits.

Section 3. In order to call a meeting, either party must submit a written agenda describing the topics of discussion. In the event the Committee reaches a majority decision, it shall make recommendation(s) to the Vice President for Business Affairs and Finance or designee. Committee recommendations neither alter the provisions of this Agreement nor constitute continued negotiations on terms and conditions of employment.

Section 4. The Committee will request that the FMCS train the Committee in utilizing a problem-solving approach in Labor/Management Committee meetings no later than October 31, 2006.

ARTICLE XIII

PERFORMANCE EVALUATION

Section 1. An annual evaluation of each non-probationary employee shall take place in order to provide performance feedback to the employee, identify areas of improvement, establish goals and objectives and afford the employee the opportunity to ask questions and make suggestions concerning the employee's work or career development. The evaluation may include a review of the employee's job description. A department/division shall notify staff of its decision to utilize either a calendar year or fiscal year evaluation schedule under the following timelines:

A. An annual evaluation shall take place prior to March 1st each year for the previous calendar year (January 1 – December 31). If the employee's supervisor is unable to complete the

evaluation by March 1, the employee will be notified in writing; but in any event the evaluation will be completed no later than June 1; or

B. An annual evaluation shall take place prior to September 1st each year for the previous fiscal calendar year (July 1 – June 30). If the employee's supervisor is unable to complete the evaluation by September 1, the employee will be notified in writing; but in any event the evaluation will be completed no later than December 1.

Section 2. HRD will notify the employee and the employee's supervisor one (1) month in advance of an employee's performance evaluation date. Pursuant to current practice, the performance evaluation form shall be filled out by an employee's supervisor and the employee. The supervisor and the employee shall arrange to exchange concurrently the completed evaluation forms at least 24 hours before discussing the evaluation.

If an employee has been reassigned to a new supervisor within one month of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation if possible. If an employee receives approximately equal supervision from more than one person, those supervisors shall complete the evaluation together.

Section 3. The completed Performance Evaluation Form will be discussed with the employee. At the time of the discussion, the employee shall have the opportunity to submit any supplemental materials that may aid the evaluation process. The Supervisor and/or employee may recognize additional duties and responsibilities assumed by the employee during the evaluation period. After being discussed with the employee, the evaluation shall be signed by both the Supervisor and employee. The employee's signature will indicate only that the evaluation was received by and reviewed by the employee. A copy of the completed annual Performance Evaluation Form will be furnished to the employee at the time the employee signs the form. The employee's signature does not indicate agreement with the content of the evaluation. The employee shall have the right to respond in writing to any written comments made on the employee's evaluation and to have those comments attached to the evaluation and included in the employee's official personnel file.

An employee who disagrees with his/her overall performance evaluation rating may request a review by Human Resources. The employee must submit a written statement detailing the basis for his/her challenge with any relevant documentation supporting the claim. Human Resources will review the submission and take whatever remedial action may be warranted, if any. The employee's written statement must be submitted not later than ten (10) work days following e-mail notification of the second level supervisory approval (the employee's supervisor's supervisor) of the evaluation.

The results of the performance evaluation process, including the individual and overall rating scores and eligibility for any merit award based on the scores, shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 4. The Labor/Management Committee shall address Performance Evaluation issues that may arise.

Section 5: The Union shall be provided with a copy of any bargaining unit member's written Performance Improvement Plan ("PIP") which is administered by Human Resources. Human Resources or the supervisor shall provide the employee notice of the closing of that PIP with a copy to the Union.

Section 6. Peer Review of Librarians in the University Library. The administrative evaluation of librarians in the University Library shall include a peer review component as previously established.

Section 7. Law Librarians. The administrative evaluation of Law Librarians shall be conducted by the bargaining unit member's supervisor as it has in the past. The Assistant Directors of the Law Library and two (2) members of the bargaining unit in the Law Library appointed by the Union shall explore the possibility of including peer review in the total evaluation process for Law Librarians.

Section 8. Frequency of Peer Review. In no case shall any bargaining unit librarian be subject to a regularly scheduled peer review in a year when a bargaining unit librarian seeks a promotion in librarian rank.

ARTICLE XIV

JOB CLASSIFICATIONS

Section 1. New Job Classification.

A. The Union President or designee and the District 1199 Representative will be notified in writing of the creation of any new positions in the professional staff no later than thirty (30) calendar days prior to

or advertising for the position. The notice shall include a position description. The University and the Union shall meet and discuss the inclusion and/or exclusion of such position within the bargaining unit and, if within the unit, to assess the appropriate salary grade.

B. If the new position is included in the bargaining unit and the University and the Union are unable to reach agreement on the appropriate salary grade within ten (10) University working days from the commencement of the discussions, the University shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union can file a grievance to Step 2 of the grievance procedure. If the matter goes to arbitration, the Arbitrator shall have the authority to establish a new wage rate which shall be retroactive to the onset of the position, but only within the parameters of the current professional staff job classification system and market factors.

C. If the parties disagree on the inclusion of the position in the bargaining unit within ten (10) University working days from the commencement of discussion, either party may invoke proceedings with SERB as the exclusive method of resolving the issue of inclusion or exclusion of a new position to be included in the bargaining unit. Such a unit clarification petition to SERB shall be limited to the new position only. If SERB determines the new position to be included in the bargaining unit, the position shall then be reviewed for the appropriate salary grade as in Section 1.A and B, above.

Section 2. Official Job Description.

A. The University shall provide each employee and the Union a current copy of her/his official job description.

B. The University will revise an employee's job description due to significant changes (additions or deletions) in job duties and/or responsibilities. Prior to revising the job description, the University will consult with the affected employee. The University will not, without the concurrence of the Union, add duties that are not related to the basic function and responsibility of a position. The Union will be notified in writing at least two weeks in advance of the proposed changes to a position.

C. Within thirty (30) calendar days of an employee's initial appointment, transfer, promotion or reclassification, the Director of Compensation or designee shall provide an official job description to that employee.

D. Revisions in the duties of a position may result in the assignment of a position to a higher pay grade.

Section 3. Reclassification.

A. A request for reclassification may be submitted by an employee, the Union, and/or a supervisor/department head. Prior to a request for reclassification, an employee shall be entitled to review a copy of his/her job description, the Point Factor Evaluation System and the specific point factors for his/her position. A Reclassification Request Form must be submitted to HRD and the Union President. The Request Form is available through HRD or at HRD's web page through the University's web site. The request shall be signed by the employee's supervisor indicating it has been reviewed. If the supervisor refuses to sign, the employee may forward the request to the HRD noting that the supervisor refused to sign. Requests for reclassification may be submitted at any time during the calendar year but only after the employee has performed the additional duties supporting the reclassification for at least four (4) months preceding the submission of the request.

B. A job audit and/or other investigation may also be conducted.

C. As part of the reclassification review process, HRD shall provide the employee and the supervisor/department head with a draft of the revised job description. Within fourteen

(14) calendar days after receipt of the revised job description, the employee shall submit in writing to HRD his agreement with or identify any substantive disagreements about the job description. Following receipt, HRD shall review the disputed items, if any, with the employee and/or supervisor. Unless subject to an agreed extension or waiver of time limits, an employee's failure to respond within fourteen (14) calendar days shall constitute a withdrawal of the reclassification review request in which case Section 3.F. below shall not apply.

D. HRD and the Reclassification Review Committee shall use the Point Factor Evaluation Plan developed from the Peat Marwick Study in 1996, or a successor plan. The criterion upon which reclassification will be based is current job content. The point of comparison may be from the initial grading of the job or from the last reclassification. For example, changes in job duties, increases in job responsibilities and/or the restructuring of a position's duties shall be examined to decide if a position should be reclassified.

E. HRD will issue a written decision on the request to the employee, the Union President and the supervisor/department head within ninety (90) calendar days of receipt of the request. The written decision will include a written rationale for the decision and quote the contractual time limit for an appeal. The written rationale shall include the employee's scores and point totals before and after the reclassification request. The affected employee, the Union and/or the supervisor/department head may submit an appeal. A written appeal must be submitted to the Union President and the Director of Compensation for review within ten (10) University working days of the employee's receipt of the HRD's written decision. The Director of Compensation will immediately forward the appeal to the Union/Management Reclassification Review Committee (hereinafter the "Reclassification Review Committee") which shall review the reclassification and make its decision within thirty (30) calendar days after the receipt of the appeal. A written decision and rationale shall be forwarded to the employee, the Union President, the supervisor/department head, and HRD within that time period. Prior to convening, the members of the Reclassification Review Committee will be provided with the employee's scores and point totals before and after the reclassification request, the scores of other positions HRD utilized in its analysis, if any, and a copy of the Point Factor Position Evaluation System completed for the employee.

1. The Reclassification Review Committee shall consist of two (2) Union and two (2) Management appointees who shall be voting members of the Committee.

2. The Reclassification Review Committee will also consist of one (1) alternate for each side who shall participate in the place of a regular member as needed or as described in Section 3.E.3 below.

3. If a Reclassification Review Committee member is from the same department as the appealing employee, he will not participate in the Committee proceedings and will be replaced on the Committee by an alternate member.

4. A majority decision of the Reclassification Review Committee shall be final and binding upon the employee, the Union and the University. If the Reclassification

Review Committee is unable to reach a decision by a majority vote, the request shall be considered denied. If the Reclassification Review Committee is deadlocked, then the employee may submit a grievance at Step 2 of the Grievance Procedure.

F. The same position may be submitted for review no more than once in any twelve (12) month period by the same incumbent, the Union and/or his/her supervisor/department head. This twelve (12) month period begins with the first submission of a request.

G. Time limits addressed within this Article may be extended or waived with the mutual consent of the parties.

H. 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 to a higher salary grade or whose duties and/or responsibilities significantly increase but whose points do not result in a reclassification to a higher grade will receive a salary adjustment retroactive to the beginning of the pay period following the date the reclassification request is received in HRD.

I. Salary changes resulting from a reclassification are addressed in Article XVI, Salary, Section 6.

Section 4. The University agrees to notify the Union in writing and to solicit Union input when hiring consultants for job classification and reclassification projects that affect the bargaining unit.

ARTICLE XV

HOURS OF WORK

Section 1. The University recognizes that professional staff who are assigned to work within their positions more than forty (40) hours or more than five (5) eight hour days in a normal work week shall be entitled either to additional time off or to have their work schedules adjusted, or both, to compensate such employees for such additional hours or days worked. This entitlement shall also apply to salaried part-time professional staff who are assigned to work additional hours within their positions beyond their normal schedule.

A. The policy and procedures for affording compensatory time to professional staff will be in accordance with Appendix B-1, Compensatory Time Policy for SEIU District 1199 Bargaining Unit Employees, and its attachments, and Appendix B-2, Side Letter of Agreement regarding the Implementation of the August 23, 2004 Revisions to the Fair Labor Standards Act pertaining to overtime and compensatory time for non-exempt professional staff.

B. Where appropriate and feasible, each University department or college will submit to the Vice President for Business Affairs and Finance or designee a statement covering a procedure for adjustment of professional staff work schedules to accommodate those employees

who customarily work more than forty (40) hours within their positions in a normal work week or for salaried part-time professional staff who are assigned to work additional hours within their positions beyond their normal work schedule.

Section 2. Adjustment of work schedules under this Article may be considered when:

A. The affected employee customarily works more than forty (40) hours, or more than five (5) eight hour days in a normal work week; and

B. The department or college can reasonably accommodate flexible work schedules without interference or disruption of normal operations.

C. Where a professional staff employee's work schedule does not comply with subsection A above, nothing shall preclude an informal arrangement between the employee and supervisor for a flexible work schedule.

D. Notwithstanding the foregoing, the University may choose to offer to particular employee(s) or classification(s) a flexible work schedule or other creative scheduling patterns that may assist in staff recruitment and/or retention. In implementation of a flexible work schedule, the University may permit a full-time overtime exempt employee(s) to work fewer than forty (40) hours in a week and more than forty hours in the other week within the same period. In such instances, employee(s) permitted a flexible schedule will be eligible for compensatory time only after eighty (80) hours in a pay period.

E. Subject to the operational needs of the University, a supervisor may approve an employee’s request for flextime (which may include trading shifts, where applicable) to be used for pre-scheduled medical appointment(s). In such case, the supervisor may request verification of the employee’s attendance at the medical appointment.

Section 3. Professional staff who work less than forty (40) hours in any workweek shall not have their salary docked; but their accumulated compensatory time, if any, may be docked accordingly.

Section 4.

A. Compensatory time under this Article shall be accumulated on an “hour for hour” basis in increments of .5 hours.

B. Any compensatory time accumulated under this Article must be used within one (1) year of the week it is earned or the time will be forfeited.

C. The use of compensatory time shall be scheduled by mutual agreement between the employee and supervisor, with the supervisor's assent not being unreasonably withheld. However, compensatory time off shall not interfere with or impede normal departmental operations.

Section 6. Lunch Break. Employees are entitled to take a lunch break during their workday consistent with the operational needs of the department.

Section 7. Schedule Changes. In the event it becomes necessary to change a regular work schedule, the Union will be notified at least two (2) weeks in advance of the change except in emergencies.

ARTICLE XVI

SALARY

Section 1. Salary Pool

The total salary pool for wage increases effective October 1, 2010 is 3.0% divided between across-the-board and merit pay base salary increases as described below.

General eligibility requirements for across-the-board and merit pay base salary increases is as follows:

A The employee must have completed six (6) months continuous employment in a permanent or funds available status position.

B The employee must be employed by the University at the time of disbursement of the across-the-board and merit pay base salary increases.

Section 2. Across-The-Board Base Salary Increase

Retroactive to October 1, 2010, employees with a continuous employment date on or before June 30, 2010, shall receive a 2.0% across-the-board base salary increase.

A. Effective October 1, 2010, the salary range for each salary grade effective July 1, 2008, shall be increased upward by 2.0% as shown in Appendix C for non-technology positions and Appendix D for technology positions, and employees whose salaries are below the new range shall have their salaries adjusted to the minimum of the appropriate salary grade prior to the application of any other salary increases.

B. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their 2.0% increase in the form of a lump sum payment. If a portion of their increase is above the maximum of their salary grade, that portion shall be paid in a lump sum.

Section 3. Merit Pay Salary Increase

A. Retroactive to October 1, 2010, the University shall provide 1.0% of total base Fiscal Year 2011 bargaining unit salaries for a merit pay base salary increase.

B. Special Eligibility Requirements

Bargaining unit employees must have completed at least six (6) months of employment in a professional staff permanent or funds available status position to be eligible for a performance adjustment. Since performance adjustments are directly tied to the performance evaluation process, employees on a calendar review cycle must be hired by July 1 of the prior year to be eligible for a performance adjustment October 1 of the following year. Employees on a fiscal performance review cycle must be hired by January 1 to be eligible for a performance adjustment retroactive to October 1 of the same year.

- A completed performance review covering the relevant performance review period must be approved and on file with Human Resources.
- The performance evaluation must contain an overall rating of "Outstanding" or "Exceeds Expectations" for an employee to be eligible for a merit pay base salary increase.

C. Merit Plan specifics

All eligible bargaining unit employees will receive an across-the-board salary adjustment. Thereafter, any merit pay award will be added to an eligible employee's base salary. The amount of the adjustment will be based on sustained meritorious performance as reflected in the performance evaluation. The total amount of salary increases for employees with an "Outstanding" or "Exceeds Expectations" ratings cannot exceed an amount equal to 1.0% of the salary pool. Each rating category will have a flat dollar award amount. Employees with an "Outstanding" rating will receive $1,000 added to their base salary and employees with an "Exceeds Expectations" rating will receive $750 added to their base salary. These flat dollar adjustments will be prorated based on each employee's fte.

Section 4. Technology Positions. Positions that are compensated under the Technology Scales in Appendix D, Appendix F, and Appendix H are listed in Appendix I.

Section 5. Lateral Changes in Position. An employee who transfers from one position to another position in the same salary grade shall suffer no loss in pay. A salary increase will be considered for those employees whose duties and/or responsibilities significantly increase but whose points do not result in a promotion to a higher grade.

Section 6. Pay upon Promotion or Reclassification.

A. A promotion constitutes advancement to a job with greater duties and responsibilities in a higher salary grade or in the same salary grade and/or an upward position classification change where the degree of skill, effort and/or responsibility is significantly greater than the previously occupied position. An employee who moves to a position in a higher salary grade by virtue of promotion, reclassification or other means, or is eligible for an in-grade promotion, shall receive an increase of not less than 3% through 10% in base pay but not less than the minimum of the new salary range, whichever is greater. Additional increases, up to 5%, can be approved by the University President upon the recommendation of the Vice President for Business Affairs & Finance or designee. The move to a higher salary grade or salary increases

under this Section 6 will not affect the employee's entitlement to any other increases in compensation that may be applicable.

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 HRD.

Section 7. If an employee is demoted or applies for and receives 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.

Section 8. 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. Both the University and the Union may propose such adjustments in accordance with O.R.C. § 4117. The University, at least ten (10) days prior to initiating any action under this Section, shall provide the Union President or designee with supporting documentation for proposed market adjustments.

Section 9. Equity Adjustments. An equity adjustment is a special salary action to correct an inequity that cannot be corrected within the normal salary guidelines. This adjustment is used to react to sudden shifts in the competitive market where the hiring rate of a new candidate may cause an internal inequity. Consequently, an adjustment may be applied to individual bargaining unit members or a specific classification affected by the inequity. The University, at least ten (10) days prior to initiating any action under this section, shall provide the Union President or designee with supporting documentation for proposed equity adjustments and shall satisfy its obligations under O.R.C. § 4117.

Section 10. Additional Compensation.

A. Compensation is permitted for additional professional services that are offered or required by the University.

B. All such services and participation shall be in addition to and exclusive of the regularly assigned 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. Full-time, 9 or 10 month contract employees who teach and who accept a summer and/or intersession teaching assignment shall be paid as per the summer and intersession provisions of this contract. 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) as per the summer and/or intersession compensation provisions of this contract. Twelve-month 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) beyond their 40-hour week. Such employees shall be paid for those courses as per the summer and/or intersession compensation provisions of this contract.

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 paid for said course(s) at the rate then current in that department to which the employee is entitled by virtue of qualifications, experience, and length of service to the University, if applicable. 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 not be unreasonably withheld. Any grievance regarding the withholding of such approval shall be commenced at Step 2.

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 course(s), 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 not be unreasonably withheld. Any grievance regarding the withholding of such approval shall be commenced at Step 2.

Section 11. Librarians.

A. There are four (4) job ranks for University Library Librarians and Law Librarians: Assistant Librarian (salary grade 6), Senior Assistant Librarian (salary grade 6), Associate Librarian (salary grade 7), and Librarian (salary grade 8). These ranks are described in Appendix

J, Procedure and Qualifications for Appointment and Promotion of Bargaining Unit Librarians in Rank.

B. Librarians shall be assigned a salary grade based upon their librarian rank as described in Section 11.A., above, and Appendix J, Procedure and Qualifications for Appointment and Promotion of Bargaining Unit Librarians in Rank. The University will continue to fund librarian promotions from "central" funds. The base salary of librarians receiving a promotion in librarian rank will be augmented by amounts equivalent to the promotion amounts for faculty contained in the 2003-2006 AAUP Collective Bargaining Agreement or its successor, according to the following schedule, after the addition of any other negotiated base salary increases:

1. Assistant Librarian (salary grade 6) to Sr. Assistant Librarian (salary grade 6):
Same amount as faculty promoted to Assistant Professor

2. Sr. Assistant Librarian (salary grade 6) to Associate Librarian (salary grade 7):
Same amount as faculty promoted to Associate Professor

3. Associate Librarian (salary grade 7) to Librarian (salary grade 8):
Same amount as faculty promoted to Professor

C. In October of any year, Assistant Librarians, Senior Assistant Librarians, and Associate Librarians may apply for promotion to the next higher rank in accordance with the procedures outlined in Appendix J. Librarians are also eligible to apply for promotions, reclassifications and in-grade promotions in accordance with Article XIV of this Agreement.

D. Librarian Rank and Salary Grade: Librarians at the librarian rank of Assistant Librarian and Senior Assistant Librarian are placed at Salary Grade 6; librarians at the librarian rank of Associate Librarian are placed at Salary Grade 7; librarians at the librarian rank of Librarian are placed at Salary Grade 8. As a result of a reclassification, the salary grade of a librarian may be higher than the grade of the corresponding librarian rank. When a librarian at a salary grade higher than the grade of the corresponding librarian rank receives a promotion to the next librarian rank, the librarian receives the monetary award specified in Article XVI, Section 11.B., above, but retains the current salary grade.

Section 12. The University shall notify employees of all applicable changes in wages, including retroactive pay, by year.

ARTICLE XVII

INSURANCE

Section 1. The University shall offer full-time employees ("employees") with an appointment of six (6) months or longer all health, life and disability benefits. Current health

and disability benefits, including health, vision, dental, and the Employee Assistance Program, shall be maintained through June 30, 2012.

Part-time employees who regularly work at least thirty (30) but less than forty (40) hours per week (75% to 99% full-time equivalency) with an appointment of six (6) months or longer may enroll in the University's group health, life and disability insurance plans, as set forth in Article XVIII.

Section 2.

A. Health Insurance: For the plan year extending from July 1, 2011 through and including June 30, 2012, the University will pay the following amounts for full-time employees enrolled in a health insurance plan: 80% of the total premium cost of the Medical Mutual Traditional Plan for single and family coverage; 90% of the total premium cost of the Medical Mutual Value Plan for single and family coverage; and 95% of the total premium cost of the Kaiser Permanente HMO Plan for single and family coverage. Enrolled full-time employees shall be responsible for the remaining premium contribution for each of these plans.

Enrolled part-time employees shall be responsible for the premium contribution specified in Article XVIII for their selected health insurance plan.

B. Dental Insurance: For the plan year extending from July 1, 2011 through and including June 30, 2012, the University will pay 100% of the total premium cost for full-time employees enrolled in the dental insurance plan.

Enrolled part-time employees shall be responsible for the premium contribution specified in Article XVIII for their dental insurance plan.

C. Vision Insurance: The University shall pay the full premium cost of the "Basic" vision plan for full-time employees. For the "Opt-Up" vision plan, full-time employees shall pay the difference between the premium cost of the "Opt-Up" plan and the "Basic" plan.

D. Same-Sex Domestic Partners: Cleveland State University will extend medical, dental, vision and employee assistance plan benefits equivalent to those provided to the spouses of employees to the registered same-sex domestic partners of bargaining unit employees who have filed an "Affidavit of Domestic Partnership" with the Department of Human Resources Development and Labor Relations.

Section 3.

A. The University shall maintain the University-wide Health Care Committee for the purposes as outlined in the Collective Bargaining Agreement between the University and the AAUP. The Health Care Committee should conclude its research and provide recommendations on or before February 1st of each year to allow adequate time for any proposed changes in health insurance benefits to be implemented the following July 1st. Union participation in the Health

Care Committee shall not be construed to be a waiver of the Union's right to negotiate with respect to changes, if any, in health insurance benefits as provided for in this Agreement.

B. Should the Health Care Committee determine to recommend modification, deletion or replacement of any of the University's health insurance benefits, such recommendations will be subject to joint negotiations between the Unions representing University employees (the SEIU, the AAUP, the CWA and the FOP, "the Unions") and the University. Any tentative agreements reached between the parties will be subject to approval by the Union.

C. In the event that the University desires to make changes in health insurance benefits in effect as of July 1, 2007, as recommended by the Health Care Committee, it shall notify the Union in writing no less than 120 days prior to the effective date of the proposed changes. Within 30 days after receipt of written notice, the Unions may jointly notify the University of their desire to reopen negotiations on the subject of health insurance benefits. If the Unions decline to negotiate over the recommendations of the Health Care Committee, there will be no changes in the health insurance plans in effect at that time.

If the University and the Unions agree to negotiate, they shall bargain in good faith for a period of 30 days following receipt of a notice to reopen. At any time during this 30-day period, the parties may request by mutual agreement that the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) appoint a mediator to assist the parties. Any tentative agreements reached between the University and the Unions will be subject to approval by the Unions. If the University and the Unions cannot reach tentative agreement, the negotiations will end and there will be no changes in the health plans in effect at that time.

D. District 1199 reserves the right to negotiate issues not covered in the joint agreement between the Unions as they apply to its Collective Bargaining Agreement and constituencies.

E. Cost increases should encourage efficient and reasonable use of health care and promote wellness (i.e., as in generic substitutes, mail-order prescriptions, and preventive care). The University will endeavor, within budgetary constraints, to educate the employees about these matters. The Health Care Committee may assist the University in the development, content and format of programs that address these issues.

Section 4. Full-time employees who elect to waive medical coverage shall receive an annual payment of $1,200.00 within thirty (30) calendar days of the end of the plan year. The employee must provide proof of coverage from another source. The election must be made in writing to the Director of Benefits during the annual open enrollment period. An employee who elects no medical insurance coverage subsequently may elect to participate in the insurance plan during that year, subject to the rules of the carrier, if the employee has had a change in status as defined by Section 125 of the Internal Revenue Code. Upon election to participate in coverage, the employee waives eligibility for the annual cash payment.

Section 5. Life Insurance.

A. The University shall provide full-time employees and Group I part-time employees the following life insurance coverages:

1. Effective January 1, 2008, basic group term life insurance coverage equal to two (2) times the base annual salary, subject to a minimum coverage level of $10,000 and a maximum coverage level of $150,000, and an equal amount of Accidental Death and Dismemberment insurance. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

2. Business Travel Accident Insurance, which contains the following benefits:

a. Repatriation Benefit.

b. Family Transportation Benefit.

c. Business Travel Accident Benefit for an amount equal to two (2) times base salary, subject to a maximum coverage level of $500,000.

All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

B. The University will provide the option for employees to purchase, on an after-tax basis, voluntary group term life insurance for themselves, for their spouses, and for their eligible dependent children. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates. The University shall offer benefit levels as described in Appendix J.

Section 6. Flexible Spending Accounts (FSA). The University will make available to employees Medical Flexible Spending and Dependent Daycare Assistance Accounts at the allowable per annum limit set by the plan document pursuant to Internal Revenue Code Section 125, which allow employees to set aside funds on a pre-tax basis to pay eligible unreimbursed medical and dependent care expenses during the plan year.

Section 7. Long Term Disability Insurance. The University shall continue to provide a disability insurance plan fully paid by the University. After a 90-day waiting period, the plan pays up to 60% of an employee's base salary, up to a maximum of $5,000 per month, if the employee is unable to work due to injury or illness. These benefits are reduced by any amount received from PERS, STRS and Social Security. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificate.

Section 8. Employee Assistance Plan. The University shall continue to provide an employee assistance plan fully paid by the University and shall make it available to all employees and their household members.

Section 9. University administration, in consultation with the University health care committee, will develop a comprehensive employee wellness strategy.

Section 10. Health Care Reform: During the term of this Agreement, the parties reserve the right to require bargaining over the impact of health care reform regulation on the University's various health benefit plans.

ARTICLE XVIII

PART-TIME EMPLOYEES

Section 1. Definition of Part-time Employee for Benefits Eligibility. For purposes of this Article, a part-time employee is defined as an employee with an appointment of six months or longer in a permanent or funds available position. A Group I part-time employee regularly works at least thirty (30) but less than forty (40) hours per week (75% to 99% full-time equivalency). A Group II part-time employee regularly works at least twenty (20) hours but less than thirty (30) hours per week (50%-74% full-time equivalency).

Section 2. Benefits Eligibility: Part-Time Employees

A. Group I: Eligible Group I part-time employees shall pay 25% of the total premium cost for single and family coverage for the medical, dental and basic vision plan coverage in which they enroll.

Eligible Group I part-time employees who elect to waive health insurance coverage and elect the taxable cash waiver option. Such employees shall receive an annual payment of up to $900.00 {pro-rated to the time of election within the plan year} subject to the provisions and limitations of Article XVII, Section 4 applicable to the full-time employee taxable cash waiver option.

Part-time employees who choose to enroll in the Opt-up vision plan will pay the difference between the amount the University pays for part-time employees for the basic vision plan and the total premium cost of the Opt-up vision plan.

The University shall pay 100% of the premium cost for basic life, accidental death and dismemberment and long term disability coverage for these part-time employees.

In addition, Group I part-time employees may also enroll in the following benefits plans:

1. Medical Flexible Spending Account
2. Dependent Daycare Assistance Plan
3. Voluntary Group Life Insurance

Group I part-time employees who choose to enroll in these plans will pay the full cost for their participation.

B. Group II: Group II part-time employees may enroll in the following benefit plans:

1. Single and Family Health Care Coverage (HMO Plan only)
2. Medical Flexible Spending Account
3. Dependent Daycare Assistance Plan
4. Voluntary Group Life Insurance for the employee only up to $150,000 maximum

Group II part-time employees who choose to enroll in these plans will pay the full cost for their participation.

Section 3. Employee Assistance Plan. The University shall provide an employee assistance plan fully paid by the University and shall make it available to all Group I and Group II part-time employees and their household members.

ARTICLE XIX

PAY DAYS, PAYCHECKS, AND PAYROLL PROCEDURES

Section 1. Pay Frequency. Employees on a nine-month academic year may elect to be paid in twenty-four (24) or eighteen (18) equal installments. Employees on a ten-month academic year may elect to be paid in twenty-four (24) or twenty (20) equal installments. Twelve (12) month employees are paid in twenty-four (24) equal installments. Paychecks shall be deposited directly into an employee's bank or credit union account or the payroll card system. The University reserves the right to change the current payroll cycle to a bi-weekly process, and shall inform the Union, in writing, at least thirty (30) calendar days prior to such change.

Section 2. Voluntary 403(b) Plans. Employees may participate in a tax-sheltered annuity option plan by authorizing the University to make a payroll deduction from each participating employee's paycheck and to make the payment to the registered annuity carrier selected by the employee. Employees may select any of the registered qualified companies offering these plans and may change companies at their own discretion, subject to the rules and regulations of the carriers, the University and the Internal Revenue Code. The University will select and retain annuity carriers based on employee participation.

Section 3. Retirement Plan Participation. All employees of the University come under the provisions of the Public Employee Retirement System (PERS) or the State Teachers' Retirement System (STRS). The University and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by PERS or STRS. The University shall pick up the PERS or STRS contribution for each employee on a pre-tax basis. Eligible

employees may elect an alternate retirement plan (ARP) in accordance with the Ohio Revised Code.

Section 4. Purchase of Past Service Credit (PERS/STRS). Employees may request the University to purchase eligible past service credit through payroll deduction for STRS or PERS on either an after-tax or pre-tax basis, according to the employee's election, and subject to the rules of STRS or PERS and the Internal Revenue Code.

ARTICLE XX

HOLIDAY OBSERVANCE

Section 1. Holidays. Employees are entitled to ten (10) paid holidays. They are:

New Year's Day	Martin Luther King Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

The Administration may establish alternative days of observance for the following holidays:

Martin Luther King Day	Presidents' Day
Columbus Day	Veterans' Day

Section 2. Payment. Holiday pay is defined as straight time payment for a holiday whether worked or not. Holiday pay is included in calculations of active pay status. All full-time employees shall receive eight (8) hours of holiday pay for the holidays in Section 1 above. Pay shall be prorated for part-time employees. Part-time employees shall be paid for the number of hours they would normally be scheduled to work on the holiday.

Section 3. Employees who are required to report to work on holidays will be paid at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked in addition to the holiday pay.

ARTICLE XXI

VACATION LEAVE

Section 1. Vacation Leave. Full-time employees earn vacation leave at the rate of 1.83 days a month or a total of twenty-two (22) workdays per year, prorated for the nine month or ten month academic year. Employees appointed to a part-time position of one-half time or more will earn vacation leave on a prorated basis.

Full-time employees on a nine month or ten month academic year who are issued a supplemental summer contract are not required to use vacation during the summer semester.

Section 2. Scheduling. Vacation leave shall be available to employees to the extent earned. Employees shall schedule their vacations after consultation with and approval by their supervisor. Whenever possible, vacation shall be scheduled at the preference of the employee.

Section 3. Holidays. When a holiday occurs during vacation leave, employees receive holiday pay in accordance with Article XX, (Holiday Observance), for the holiday; the pay is not charged to vacation leave.

Section 4. Maximum Accumulation. Vacation leave accumulation may not exceed 44 days at any time within a fiscal year. During the last pay period in June each year, employees may carry over a maximum of thirty (30) days (240 hours) of accumulated vacation leave to the next fiscal year. The Vice President for Business Affairs and Finance or designee may grant exceptions to the vacation leave carryover limitation at his/her discretion.

Upon termination of employment, employees are entitled to pay for up to a maximum of twenty-two (22) days.

Section 5. Notice. The University will continue to provide a statement of an employee's accumulated vacation.

Section 6. Professional Staff Employees Who Teach. Full-time professional staff employees who teach who are academic year employees will not be eligible to earn and accrue vacation leave. Such employees are expected to be in attendance during the academic year to perform teaching and appropriate academic duties in accord with established requirements of the University.

ARTICLE XXII

PAID LEAVES

Section 1. Sick Leave. Sick leave with pay is a benefit available during absence due to personal illness; injury; medical confinement or disability; medical, dental or optical examinations; for the illness of or medical attention for a member of the immediate family; to cover a period of quarantine required by exposure to a contagious disease; to cover absences for unanticipated personal emergencies; or for the death of a member of the immediate family of the employee. For purposes of this Article, immediate family includes mother, father, brother, sister, spouse, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, stepparents, step children, legal guardian, or other person who stands in place of a parent.

A. Accrual. Sick leave will accumulate at the rate of 1.25 days (ten hours) for each month of service, without limit, and including periods of vacation and sick and other paid

leave. Sick leave accumulation is pro-rated for nine and ten month academic year appointments. Employees on less than full-time status shall receive sick leave credits proportionate to the percent of time or hours worked as compared to full-time employees.

B. Notification and Certification. For planned absences, consistent with Section 1 of this Article, the employee must notify the appropriate supervisor and gain prior approval. For unanticipated absences consistent with Section 1 of this Article, sick leave with pay shall be granted, provided the employee has reported the absence to the office of the department chairperson or supervisor prior to the beginning of duty, or as soon as practicable, except in case of an emergency. Employees failing to comply with sick leave notification procedures or who abuse sick leave shall be subject to discipline.

The University reserves the right to require medical certification, or in the case of a non-medical unanticipated emergency, other appropriate documentation, in cases of planned or unanticipated absence and prolonged or repeated absence. The University ordinarily will not require such a certificate or other documentation in the case of absence of less than three (3) days' duration. The University may also require medical certification as evidence of the employee's fitness to return to work.

C. Transfers/Other Public Service. If an employee transfers from one department of the University to another, from the University to another Ohio Public Agency, or from another State of Ohio Agency to Cleveland State University, accumulated sick leave credits will transfer insofar as allowed by law. Proof of sick leave credits must be furnished to the University in writing by the former employer of the employee transferring credits from another State of Ohio employer.

D. Coordination with Holidays. When a holiday occurs during a period of paid sick leave, the employee receives regular holiday pay; the time is not charged to sick leave.

E. Exhaustion of Sick Leave Balance. If an absence is due to sickness and extends beyond accumulated sick leave, the employee may request vacation, with the supervisor's approval. An employee may also be eligible for the Sick Leave Bank in accordance with Section 2, below. Leave without compensation may be requested in accordance with Article XXIII (Unpaid Leaves).

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

G. Sick Leave Prior to Agreement. All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.

H. Balance Tracking. The University will continue to provide a statement of accumulated sick leave.

I. Recordkeeping. The University shall be responsible for establishing and maintaining procedures for recording the use of sick leave.

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 Administration shall maintain the SLB for employees who elect to join.

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.

B. All employees shall be notified by HRD at the annual enrollment period each September 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. Qualified employees may enroll into the Sick Leave Bank during September of any calendar year.

D. 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 accumulated sick leave (prorated for part-time employees). SLB members who have fewer than eighty (80.0) hours of accumulated sick leave (prorated for part-time employees) shall be exempt from this call for donations. A member who has at least eighty (80.0) hours of accumulated sick leave (prorated for part-time employees) and who does not make a called-for donation shall cease membership in the SLB.

E. Any member who has fewer than eighty (80.0) hours of accumulated sick leave (prorated for part-time employees) and who anticipates the need for more sick leave than he/she has available may submit a request to the SLB committee for the transfer of sick leave time from the SLB to the member. The request shall be reviewed by the SLB committee and the committee's decision, by majority vote, shall be binding. Decisions by the SLB committee may not be grieved.

F. The SLB committee shall consist of three (3) representatives appointed by the Union and one representative each from the Office of the Provost and Senior Vice President and the Department of Human Resources Development and Labor Relations.

G. The maximum length of time available to any member from the SLB in response to an application is one hundred and sixty (160) hours (prorated for part-time employees). Additional extensions may be made if the sick leave time transferred in response to an application proves to be insufficient up to a total of three hundred and twenty (320) hours (prorated for part-time employees) in a twelve (12) month period. At no time may the SLB committee transfer more sick leave time from the SLB than is available in the bank.

H. Time from the SLB may be granted because of absence due to non-chronic conditions, catastrophic accident or illness, and primary caretaking for a member of the immediate family. Conditions caused by incidents covered by workers' compensation are not eligible for SLB time.

I. Employees applying for time from the SLB must also apply for disability benefits, if eligible.

Section 3. Annual Military Reserve Duty. Employees who participate in military reserve programs are entitled to leaves of absence without loss of pay for a period or periods not to exceed thirty-one (31) days per calendar year.

Section 4. Judicial Leave. Leave with pay is granted when an employee is called for jury duty or is subpoenaed to testify as a witness before any court or governmental hearing body. Service as an expert witness shall be considered to be in the same category as outside employment and shall be subject to the limitations specified in Article XXXIV (Consulting and Extramural Employment).

ARTICLE XXIII

UNPAID LEAVES

Section 1. Special Leave. Employees may apply for and may be granted a leave of absence without pay for such reasons as study, research, professional employment, vacation, or other personal or professional reasons not specifically covered by the Agreement. The employee shall continue to accrue seniority while on a special leave of absence.

Section 2.

A. Medical Leave. An employee who is injured, physically incapacitated, or unable to work for other reasons of a medical nature may apply for and shall be granted an unpaid medical leave of absence. The duration of such leave shall be a maximum of six (6) months after an employee has exhausted all her/his accumulated paid sick leave. Any FMLA leave that an employee is granted shall run concurrently with a medical leave of absence. Additional medical leave may be granted at the discretion of the University. The University may require proof of illness or injury. The employee shall continue to accrue seniority while on medical leave.

B. Disability Leave. An employee who has exhausted her/his accumulated sick leave, may, if physically incapacitated for the duties of her/his position, request a disability leave for a period not exceeding three (3) years, provided the employee meets the medical standards for disability as defined by PERS, STRS and/or Social Security. The University may require medical verification of the disability. The employee shall continue to accrue seniority while on disability leave.

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 XXII (Paid Leaves). Leave of absence requests for illness in the immediate family are subject to medical verification.

Section 3. Family and Medical Leave Act (FMLA). The University shall meet and comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and regulations issued pertaining thereto. The University retains the right to implement regulations and/or technical corrections as necessary.

A. Nothing in this collective bargaining agreement shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the Family and Medical Leave Act of 1993. Nothing in the FMLA and regulations issued pertaining thereto shall reduce or eliminate the benefits provided by the terms of this Agreement.

B. Definitions.

Eligible Employee: Employees who have been employed at the University for at least twelve (12) months, and who have worked for at least 1,250 hours in the previous twelve (12) months.

Child Care Leave: Leave of Absence necessitated by placement of a son or daughter with the Eligible Employee for adoption or foster care for a maximum of twelve (12) weeks. Leave must be taken within twelve (12) months of the event. Leave may be taken intermittently or on a reduced schedule with the permission of the University.

Family Medical Leave: Leave of absence necessitated by care of the Eligible Employee's spouse, son, daughter, or parent with a serious health condition. Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons. A health care provider's statement is required and must contain certification of the family member's condition, the necessity of the intermittent or reduced schedule that the Eligible Employee is needed to care for the family member, and an estimate of the amount of Leave time needed.

Leave: A Child Care, Family Medical, Medical, or Parental/Child Care Leave of Absence provided by this Family and Medical Leave Policy which will be unpaid except to the extent accrued sick time and/or accrued vacation time must be used by the Eligible Employee in accordance with this policy.

Medical Leave: Leave of absence necessitated by a serious health condition that makes the Eligible Employee unable to perform the functions of the position. Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons. A health care provider's statement is required and must contain certification of the employee's condition, the necessity of the intermittent or reduced schedule, that the Eligible Employee is unable to perform the functions of his or her job, and an estimate of the amount of Leave time needed.

Parent: The biological parent of an employee or an individual who stood in place of a parent to an employee when the employee was a son or daughter.

Parental/Child Care Leave: The medically verified Leave of Absence needed for birth and for the care of the son or daughter immediately following birth for a maximum of twelve (12) weeks. Leave must be taken within twelve (12) months of the birth. Leave may be taken intermittently or on a reduced schedule with the permission of the University.

Serious Health Conditions: An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

Son or Daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

Spouse: A husband or wife under the law of the State of Ohio.

C. An Eligible Employee is entitled to:

1. Twelve (12) weeks of Leave in a 12-month period under certain circumstances. Except to the extent that accrued sick time and vacation time must be used as described herein or the employee elects to use compensatory time, the Leave is unpaid. During unpaid Leave, the University will not contribute to retirement plans. While full-time Eligible

Employees are entitled to twelve (12) workweeks of Leave (60 working days), part-time Eligible Employees are entitled to a prorated number of days equal to their part-time schedule, e.g., an Eligible Employee who works three (3) days/week is entitled to thirty-six (36) Leave days. Unused Leave cannot be carried over from year to year.

The 12-month period of FMLA Leave is considered a "rolling year" in which the effective date of the Leave triggers the beginning of the 12-month period. For instance, if an Eligible Employee takes twelve (12) weeks of Leave beginning on March 1, more Leave would be available beginning the following March 1.

2. Take the Leave all at once or, if medically necessary, intermittently or on a reduced schedule. Leaves described below in Sections C.3.a and C.3.b shall not be taken by an Eligible Employee intermittently or on a reduced Leave schedule without the written consent of the Department Head or Dean, the Department of Human Resources Development and Labor Relations, and the appropriate Vice President or Provost.

3. Leave due to the following:

a. Birth of a son or daughter of the Eligible Employee and to care for the son or daughter (Parental/Child Care Leave). Leave must be taken within twelve (12) months of the birth. Medical documentation is required.

An Eligible Employee is required to use all accrued vacation time for all or any part of the 12-week period of such Leave. Accrued sick time may not be used.

For Leave due to the Medical condition of the mother, see Section C.3.d below (Medical Leave).

b. Placement of a son or daughter with an Eligible Employee for adoption or foster care (Child Care Leave). Leave must be taken within twelve (12) months of the placement. Legal documentation is required.

An Eligible Employee is required to use accrued vacation time for all or any part of the 12-week period of such Leave. Accrued sick time may not be used.

c. Care of an Eligible Employee's spouse, son, daughter, or parent with a serious health condition (Family Medical Leave). Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons.

A health care provider's statement is required and must contain certification of the employee's or the family member's condition, the necessity of the intermittent or reduced schedule (if applicable), that the Eligible Employee is needed to care for the family member, and an estimate of the amount of Leave time needed. If the University doubts the validity of the certification, it may require, at its own expense, the opinion of a second health care provider designated or approved by the University.

An Eligible Employee is required to use all accrued sick time and accrued vacation time for all or any part of the 12-week period of such Leave.

d. A serious health condition that makes the Eligible Employee unable to perform the functions of the position (Medical Leave). Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons.

A health care provider's statement is required and must contain certification of the Eligible Employee's condition, the necessity of the intermittent or reduced schedule (if applicable), the inability of the Eligible Employee to perform the functions of his or her job, and an estimate of the amount of Leave time needed. If the University doubts the validity of the certification, it may require, at its own expense, the opinion of a second health care provider designated or approved by the University.

An Eligible Employee is required to use all accrued sick time and accrued vacation time for all or any part of the 12-week period of such Leave.

D. Resolution of Conflicting Opinions. In any case in which the second opinion described in Sections C.3.c and C.3.d above differs from the original medical certification provided by the Eligible Employee, the University may require, at its own expense, that the Eligible Employee obtain a third medical opinion from a health care provider approved by both the Eligible Employee and the University. That third opinion shall be final and binding on both the Eligible Employee and the University.

E. Foreseeable Leave with Timely Notice. Eligible Employees generally must give at least thirty (30) days notice of intention to take Leave when the precipitating event is foreseeable such as a birth, adoption, or planned medical treatment.

Eligible Employees are required to make a reasonable effort to schedule a foreseeable Leave so as not to disrupt unduly the operations of the University.

F. Foreseeable Intermittent Leave or Leave on a Reduced Schedule. If an Eligible Employee requests an Intermittent Leave or a Leave on a reduced schedule under Sections C.3.c and C.3.d above, the University may require the Eligible Employee to transfer temporarily to an available alternative position with equivalent pay and benefits that better accommodates recurring periods of Leave.

G. Leave for Husbands and Wives Who Are Both Eligible Employees. Spouses who are both employed by Cleveland State University are eligible for a combined total of twelve (12) workweeks of Leave (for birth, placement, or to care for a single sick parent) which they can split between them. However, each spouse is entitled to twelve (12) full workweeks of Leave for his or her own illness or to care for a sick child or spouse.

H. Maintenance of Health Benefits. The University will continue coverage under the Eligible Employee's group health plan(s) (medical, dental, vision, medical reimbursement

account) for the duration of the twelve (12) workweeks at the level and under the conditions coverage would have been provided if the Eligible Employee had continued in employment continuously during the Leave.

I. Payment for Health Benefits. The Eligible Employee must continue to pay the employee's share of the premium payments. If an Eligible Employee fails to remit his or her share of the premium payments during the Leave period, coverage will be terminated.

See Section K below for an Eligible Employee's responsibility for payment of the entire premium for failure to return from Leave.

J. Extending Approved Leave Beyond Twelve (12) Week Leave. Those Eligible Employees whose conditions or obligations persist beyond the 12-week Leave period may apply for leaves of absence according to this Article XXIII (Unpaid Leaves). The twelve (12) workweek FMLA Leave will be counted toward any total Extended Leave which is approved.

K. Return From Leave.

1. An Eligible Employee who takes Leave shall be entitled upon return from such Leave:

a. to be restored to the same position of employment held by the Eligible Employee when the Leave commenced; or

b. to be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

If a substitute professional staff instructor(s) needs to be hired to cover an Eligible Employee's Leave, it will be within the University's discretion to not return the Eligible Employee to teach course(s) during an academic semester. Such Eligible Employee shall perform other duties as assigned in the interim.

If a layoff occurs during the period of Leave, an Eligible Employee on Leave shall receive the same rights, upon return to work, as other employees under this Agreement.

2. Eligible Employees will not be entitled to accrual of any employment benefits during the period of unpaid Leave.

3. If the Eligible Employee fails to return from Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the Eligible Employee's control, the University may recover from the Eligible Employee the premiums paid by the University for continuously maintaining group health coverage.

4. The University may require certification from a health care provider that an Eligible Employee on a Medical Leave is able to return to work from such Medical Leave.

L. All terms which are not defined in this Section 3 (Family and Medical Leave Act) shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

Section 4. Military Service Leave. The provisions of State and Federal Law shall prevail for all aspects of military leave, including request for and return from such leave.

Section 5. Candidacy for Public Office. An employee may run for or accept public office under the following conditions:

A. The employee shall in all cases submit a full statement of any proposed campaign activities and of the responsibilities of the office which may be assumed to the Vice President for Business Affairs and Finance or designee.

B. When, in the judgment of the University, those activities and responsibilities will conflict with the professional obligations of the employee, a written application for reduced levels of employment and compensation or for special leave without pay shall be submitted to the Vice President for Business Affairs and Finance or designee at least ninety (90) days before the assumption of said activities or responsibilities.

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 understood that a maximum of ten (10) employees will be granted such leaves per year. Annually, up to ten (10) employees may be granted such a leave, and cumulatively such leaves shall not exceed thirty (30) working days per year; no such leave shall exceed five (5) consecutive work days. These leaves shall not interfere with the necessary operations of the University. Moreover, it is agreed that approved leaves taken by the Local Union President and up to two (2) District 1199 Executive Board members under this provision shall not be limited to five (5) consecutive work days and shall not be considered for purposes of calculating the thirty (30) day limitation.

B. With the permission of the University, an employee with at least one (1) year of service who accepts full-time assignment with the Union by election, appointment, or hire shall be granted a leave of absence without pay and not to exceed one (1) year for said assignment without loss of seniority. Upon application in writing, said leave may be extended for an equal period of time. Such permission will not be unreasonably withheld. The employee and/or the Union shall make the request for the initial leave period at least thirty (30) calendar days 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. No more than one (1) employee from the same department may be on such leave at any one (1) time.

Section 7. General Provisions for Unpaid Leaves.

A. All leaves without pay are granted at the discretion of the Vice President for Business Affairs and Finance or designee. Applications for such leaves must be submitted to and approved by the employee's supervisor, unit head, and Vice President or Provost prior to being submitted to the Department of Human Resources Development and Labor Relations. Except as otherwise specified in this Article, requests for non-emergency leave should be submitted at least one (1) month prior to the beginning of the leave date.

B. An unpaid leave of absence is not considered a break in seniority, and additional seniority shall continue to accrue. During an approved unpaid leave of absence, the employee will not accumulate vacation leave, sick leave, or holiday time. An employee may request an extension of any unpaid leave of absence in writing to her/his appropriate administrator.

C. The employee shall notify the University of her/his expected date of return from an unpaid leave of absence without pay. Upon completion of such leave, the employee is to be returned to the position formerly occupied, or to an equivalent position if the employee's former position no longer exists, at the same rate of pay including any increases that would have accrued if the employee had been on the job. If a layoff occurs during the period of leave, the employee on leave shall receive the same rights upon return to work as other employees under this Agreement.

D. The University will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement during an unpaid leave of absence 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 as the employee is eligible for COBRA coverage.

E. The University shall continue Basic Life Insurance coverage for an employee who becomes disabled according to the provisions of PERS, STRS, or Social Security for a period not to exceed three (3) years.

ARTICLE XXIV

EMERGENCY CLOSING

Section 1. When an emergency is declared by the President of the University or designee, pursuant to the University's emergency closing policy, employees in the affected part(s) of the

University who are scheduled to work will receive their regular compensation for any straight-time hours they are not permitted to work due to such closing.

Section 2. Employees in the affected part(s) of the University who are required to work when other employees are excused due to the declared emergency shall be compensated at straight time for all hours worked. In addition, such employees shall receive their regular compensation for the hours they are scheduled to work, not to exceed eight (8) hours.

ARTICLE XXV

SENIORITY

Section 1. Seniority for a full-time employee (including academic year employees) or part-time employee shall be that employee's uninterrupted length of continuous service from the original date of hire with the University. Following ratification of this Agreement, seniority for a part-time employee shall be prorated in accordance with full-time equivalency. Temporary employees in their current positions who become members of the bargaining unit after one year in those positions, in accordance with Article II (Recognition), shall be credited with seniority from the date of hire in the temporary positions.

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.

Section 3. Seniority will continue to accrue during time spent on an approved leave of absence or on a layoff/recall list.

Section 4. An employee who resigns and is rehired not more than one year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

Section 5. Among those with the same length of continuous service, seniority shall be based on the date of hire. If the date of hire is the same, the flip of a coin shall be used to determine seniority.

Section 6. Following ratification of this Agreement, time spent in non-bargaining unit supervisory/administrator positions shall not be credited for seniority purposes. Any employee who leaves the bargaining unit for such a position and who subsequently returns to a bargaining unit position shall have his or her previous bargaining unit seniority reinstated.

Section 7. The President, Vice President, Secretary, and the Chief Steward/Grievance Chair of the Union shall be deemed the most senior employees in the bargaining unit during their terms of office.

ARTICLE XXVI

POSITION CHANGES AND POSTING

Section 1. Subject to the provisions of Article XXVII, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position, the University shall post a notice of the opening. The notice shall be posted for a minimum of ten (10) working days on the Department of Human Resources Development and Labor Relations' (HRD) website located at url: http://www.csuohio.edu/offices/hrd/employment.html and as a regular reminder in the "Campus Mailbag".

Section 2. The University shall send email notification of all postings of bargaining unit positions to the Union President. All website postings will be dated. The website posting shall specify the position's title, the department or work unit where the position is assigned, the pay grade assigned, the salary range, the minimum and preferred qualifications for the position, the hours of work (full-time or part-time) the source of funding, designation as an SEIU position, and a brief description of the job duties. Employees may obtain a position description by calling HRD.

Section 3. All completed application material timely filed will be reviewed by the University.

Section 4. 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.

Insofar as it is consistent with the process described in the University's Affirmative Action Policy, the following procedure shall be adhered to.

A. When a bargaining unit vacancy occurs or a new bargaining unit position is created, the affected department shall adhere to Search Committee guidelines as established by HRD and in the University's Affirmative Action Policy. The make-up of the Search Committees is subject to approval by either the Affirmative Action Office or HRD.

B. 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 to successive Search Committees.

To the extent possible, HRD shall identify and solicit qualified bargaining unit staff members to serve on Search Committees for bargaining unit positions. In instances where HRD 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 HRD staff members who will fulfill all the requirements of the Search committee. HRD shall notify the Union President of Search Committees that proceed without a bargaining unit member.

C. Subject to paragraph (D), below, the Search Committee shall receive and review all application materials that are submitted timely. The Search Committee, in consultation with either the Affirmative Action Office or HRD, shall reach agreement on which candidates to interview and to recommend for final selection. The Search Committee's Chair shall assume responsibility for all reports and documentation. The Chair of the Search Committee shall forward the Committee's recommendation(s) to the appropriate administrator.

D. The University reserves the right to utilize HRD Planning Managers, Generalists and other appropriate HRD professionals who may assume initial screening, interviewing, ranking and oversight responsibilities of a Department Search Committee for a specified college, division, or department. In such instances involving a bargaining unit vacancy, at least one (1) eligible bargaining unit employee consistent with Section 4.B, above, and who is knowledgeable regarding the duties and responsibilities of the vacant position shall be part of the search process. Any such actions by HRD professionals shall meet University requirements as defined in the Affirmative Action Policy regarding the search process. The HRD professional and the eligible bargaining unit employee shall typically refer at least two (2) final candidates to the hiring department.

E. If an employee applies for a posted position and 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 University to be relatively equal, then the employee with the most seniority shall be awarded the position. The University's determination as to relative

qualifications shall be conclusive in the absence of a showing that such determinations were arbitrary or capricious.

F. The appropriate administrator shall assume responsibility for obtaining approvals from the Director of Compensation regarding an appropriate grade and salary.

G. HRD shall notify qualified bargaining unit applicants electronically that they have not been offered the position within thirty (30) calendar days of the date on which the candidate offered the position has verbally accepted the position. The start of the grievance timeline for an employee who wishes to file a grievance based on the selection of the candidate shall be ten (10) calendar days after the date of electronic notification informing the employee that he or she was not awarded the position. If a bargaining unit applicant is not notified, the grievance timeline will commence when the applicant becomes aware that a candidate accepted a position, but no later than sixty (60) days after a candidate has accepted the position.

H. An employee who is a not selected may meet with a designated member of the HRD to discuss the reasons for not being offered the position. At the request of the employee, a representative of the Union may be present at the meeting.

I. An employee awarded a position through the bidding and posting procedures shall be transferred to that position within twenty-one (21) calendar days of the date the employee is notified of the awarding of the position unless the department heads otherwise agree to a shorter period.

J. An employee awarded a position under these provisions shall be allowed a trial period of thirty (30) calendar days, beginning with the first day in the new position. If during the trial period it is determined that an employee is not satisfactorily performing the work, the employee shall be reassigned to her/his former position. In addition, an employee may elect to return to her/his former position within such trial period. An employee who is reassigned or elects to return to her/his former position will be paid at her/his former regular rate of pay plus any regular wage increases that would have been received by such employee in the former position, during the time the employee was in the new position.

Section 5. Employees who are within an original probationary period or trial period are ineligible for inclusion in a pool of candidates to fill a vacancy.

Section 6. Nothing in this article shall be construed to require the University to declare that a position vacancy exists; to create a position vacancy; or to create a new position.

ARTICLE XXVII

LAYOFF, BUMPING, RECALL

Section 1. Layoff. When the University determines that a reduction in force becomes necessary due to lack of funds, for purposes of efficiency, or lack of work in a department(s), the University shall:

A Determine which positions(s) shall be laid off and notify the Union and the affected employee(s) in accordance with the following:

1. Where possible, the University shall give written notice of a potential layoff to the affected employee(s) and the Union ninety (90) calendar days in advance of the effective 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 VIII (Grievance Procedure).

3. Prior to the ninety (90) or thirty (30) calendar day notice, the University shall meet and confer with the Union to discuss alternatives to layoffs. The Union's comments and ideas given to avoid the layoff will be considered before making a final decision. Prior to this meeting, the University shall provide the Union with a current seniority list, the reason for the reduction in force and a copy of the departmental budget(s).

4. A copy of the seniority list indicating the names of all bargaining unit employees, classification, and grade will be posted on the Department of Human Resources Development and Labor Relations' bulletin boards across campus and a copy shall be sent to the Union.

B. The University shall maintain a layoff list and shall supply this list to the Union once a month, if applicable. The list shall contain employee names, dates of layoff, classifications, and dates of recall.

Section 2. Layoff Procedure.

A. Once the University determines the need for a layoff exists, it shall employ the following procedure:

1. If at anytime during the layoff process an employee submits his notice of retirement, resignation or volunteers for layoff, the University will review its layoff rationale. Where appropriate, the University may curtail staff reductions and/or recall laid-off employee(s). The University shall first lay off non-bargaining unit temporary employees with the same job classification and within the department(s) where the layoff(s) occurs. The University shall then

lay off probationary employees with the same job classification and within the affected department(s).

2. If further reductions are required, employees in the affected job classification(s) shall be laid off in the inverse order of seniority, provided that the remaining employees are immediately qualified to perform the required work. For purposes of layoff, bumping, and recall, qualified shall include ability, aptitude, skill, experience, and qualifications as stated in the job description as evidenced by recent performance in the position or in a position having the same or similar essential job duties or the employee's demonstration of other relevant qualifications. Part-time employees shall be laid off before full-time employees, and part-time employees cannot bump full-time employees. Similarly, temporary employees cannot bump regular or funds available employees, regardless of seniority.

3. Student employees shall not be used to perform significant components of the position of a laid off employee.

4. The University shall make available to laid-off employees, prior to their layoff date, job and career advising and information on benefits. Upon request, the University shall provide reasonable access to personal computers, typewriters, and copiers for use in preparing resumes and cover letters. Employees shall also have access to EAP services during this time period to deal with any stress-related issues.

5. If the work force is to be reduced, it shall be accomplished by layoff and not by any hours reduction. Only by agreement between the appropriate parties can the regular hours of employees be reduced.

6. If a layoff occurs during a period of unpaid leave, the employee on leave shall receive the same rights under this Agreement upon return to work as other employees.

7. Any employee scheduled to be laid off from his/her present job may elect to be transferred into a posted vacant bargaining unit position for which the employee is immediately qualified to perform the required work.

8. Seniority will continue to accrue up to eighteen (18) months during time spent on layoff, and the employee shall retain all seniority accumulated prior to layoff.

Section 3. Bumping Procedure.

A. Full and part-time positions which are funded from state appropriations, general fees, tuition, or auxiliary funds are designated as "hard-funded" University positions. An employee scheduled to be laid off from his/her present job in a hard-funded position with six (6) or more years of seniority is eligible to bump. An employee scheduled to be laid off from his/her present job in a hard-funded position with less than six (6) years of seniority is ineligible to bump and shall be laid off.

B. Full and part-time positions which are dependent for funding from grants, contracts, and sales of educational services are designated as “funds available” positions. An employee scheduled to be laid off from his/her present job in a funds available position with eight (8) or more years of seniority is eligible 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 salary range permitted by the funding source(s).

D. 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 provided the employee is immediately qualified to perform the required work.

If there is no such vacancy in the same salary grade, the employee shall be placed into a lower salary grade vacancy in which he/she is immediately qualified to perform the required work only under the following circumstances. Otherwise, the employee may exercise whatever displacement rights he/she may have.

1. The incumbent in the same salary grade who the laid off employee would be entitled to bump is not immediately qualified to perform the work in any same or lower salary grade bargaining unit vacancy with available funding to accommodate the incumbent’s salary or the incumbent is ineligible to bump and would be laid off.

2. The laid off employee’s salary is above the available funding of the lower salary grade vacancy; or

3. The laid off employee voluntarily agrees to accept the position in the lower salary grade, regardless of the above conditions.

An employee who is placed into a lower salary grade vacancy will retain his/her recall rights outlined in Section 4 below.

E. Employees may not bump those who have more seniority.

F. An affected employee who is eligible to bump may bump the least senior employee in a position for which the affected employee is immediately qualified to perform the required work as evidenced by recent performance in the position or in a position having the same or similar essential job duties or the employee’s demonstration of other relevant qualifications:

1. In the same classification in the same department.

2. In a different classification in the same salary grade in the same department.

3. In the same classification and same salary grade in a different department.

4. In a different classification in the same salary grade in a different department if the employee has worked in that classification at any time prior to the employee's assignment to his/her current position.

In the event that the employee's previous position(s) has experienced a title change since the employee held the position(s), the employee and at least one representative from the University and at least one representative from the Union shall review the employee's previous job history to determine the employee's previous position(s).

G. If the affected employee who is eligible to bump is not able to bump in the same salary grade, the employee shall be laid off, except under the following circumstances, when such employee may bump into a lower salary grade.

1. Subject to Sections 3.A. and 3.B. above, an employee may bump the least senior employee in a position within the next lower salary grade for which the affected employee is immediately qualified to perform the required work as evidenced by recent performance in the position or in a position the same or similar essential job duties or the employee's demonstration of other relevant qualifications:

a. If the employee has fifteen (15) or more years of seniority; or

b If the employee is within five (5) years of eligibility for retirement according to PERS or STRS. An employee who is qualified for retirement according to PERS or STRS is not eligible to bump into a lower salary grade; or

c. If the affected employee has worked in that classification at any time prior to the affected employee's assignment to his/her current position. In the event that that the employee's previous position(s) has experienced a title change since the employee held the position(s), the employee and at least one representative from the University and at least one representative from the Union shall review the employee's previous job history to determine the employee's previous position(s).

H. 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 4. Recall.

A. Laid-off employees or employees who have bumped will have recall rights for up to eighteen (18) months starting from the last day of work in the job classification 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 seniority.

2. Subject to the eligibility provisions in Section 2.A.2. above, if a vacancy occurs in a lower grade level, it is the employee's option to accept that position if the employee is immediately qualified. If the employee chooses to accept the lower level position, the employee will be removed from the recall list.

3. Employees may choose to remain on the recall list rather than accept recall to a non-comparable position (i.e., in terms of hours, grade, salary, and benefits). An employee who is offered a position in her/his former job classification and who refuses the offer shall not be entitled to further recall rights.

C. An employee has five (5) workdays from receipt by certified mail of a notice of recall to return to work. However, if an employee requests additional time during this five (5) day period, the employee will have up to ten (10) workdays to report.

D. Seniority will continue to accrue up to eighteen (18) months during time spent on layoff, and the employee shall retain all seniority accumulated prior to layoff.

E. The University shall not hire new employees in bargaining unit positions as long as there are still eligible employees on the recall list who are immediately qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

F. An employee who is recalled to his/her classification shall be compensated at his/her former salary plus any additional increase provided during the layoff period. An employee who is recalled to his/her former salary grade shall be compensated at his/her former salary plus any additional increase provided during the layoff period. An employee recalled to a lower salary grade classification shall be paid at his/her former salary plus any additional increase provided during the layoff period, unless it is higher than the maximum of the lower salary grade range, in which event the maximum salary at the lower salary grade range will apply. If and when the provisions of this paragraph are implemented, the placement of an employee in a classification different from his or her previous classification will not establish a basis for any future salary inequity issues.

Section 5. 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 XXVIII

TEMPORARY TRANSFERS

Section 1. The University retains the right, as modified by the terms set forth in this Article, to temporarily transfer employees. The Temporary Transfer Form is available on the Department of Human Resources Website under Professional Staff Forms.

Section 2. All temporary transfers from one job classification to another job classification shall not exceed forty-five (45) workdays except:

A. To fill a need caused by an employee being on sick or other approved leave of absence;

B. To provide vacation relief scheduling; or

C. To fill a need during the period pending the permanent filling of such vacancy.

Section 3. If the University temporarily transfers 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 (8^{th}) calendar day, the employee shall be paid in the higher salary grade at the rate which results in not less than a 5% increase in base pay but not less than the minimum of the higher salary range, whichever is greater.

Section 4. A temporary transfer shall not exceed six (6) months without the agreement of the affected employee. At the request of the employee, a representative of the Union may be present at the meeting in which an extension is discussed.

Section 5. The University's right to transfer shall not extend to transferring an employee into a vacancy which would otherwise be filled by bidding or recall from layoff.

ARTICLE XXIX

SUBCONTRACTING/CONTRACTING OUT

Section 1. It is not the intent of the University to contract out or subcontract bargaining unit work for reasons other than to create greater efficiencies or to improve operational effectiveness as provided for in Article V, Management Rights. Prior to a decision being made to subcontract/contract out work, the Union shall be given, upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit. The Union shall have a reasonable period of time, when possible, up to thirty (30) calendar days following the meeting, to provide alternatives to the University's intended action.

Section 2. When possible, the University shall give the Union a minimum of sixty (60) calendar days advance written notice of its intent to contract out work.

Section 3. In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to subcontract/contract out bargaining unit work.

Section 4. In the event of a dispute, relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article VIII.

ARTICLE XXX

WORKLOAD

Section 1. Workload of Professional Staff Who Do Not Teach.

A. The University reserves the right to determine work assignments for each position. The distribution of work assignments will be made based upon consideration of classification level, employee qualifications, and organizational needs.

B. If an employee believes that her/his workload is excessive, the employee shall meet with her/his supervisor to resolve the issue. At the request of the employee, a Union representative may be present at the meeting.

C. If the workload issue remains unresolved, the employee may take the issue to the Vice President for Business Affairs and Finance or designee. At the request of the employee, a Union representative may be present at the meeting.

Section 2. Workload of Professional Staff Who Teach.

A. The maximum teaching load for a full-time professional staff member shall not exceed sixteen (16) credit hours per semester (four (4) four-credit hour courses per semester or equivalent course assignments not to exceed 32 semester credit hours per academic year).

B. Authorized class sizes shall be determined by the Dean or her/his designee only after consultation with the professional staff members of the affected department. Only the professional staff member or the Dean or her/his designee can authorize an overload to any of her/his sections.

C. Adjustments in a professional staff member's instructional assignment may be made by a chairperson to encourage the initiation of a special project, to acknowledge a continuing record of scholarly or creative achievement, or to discharge administrative functions.

D. Upon request of the professional staff member and approval of the chairperson, reduced instructional assignments for a maximum of one (1) year may also be made at no reduction in pay in order to encourage professional development.

Section 3. Additional Compensation. Employees may provide additional professional services that are offered or required by the University as described in Article XVI, Section 10, Additional Compensation.

Section 4. In cases of staff reduction which result in the assignment of substantial additional duties, the affected individuals and supervisors shall meet for the purpose of prioritizing the work and are encouraged to suspend or eliminate non-essential duties or processes.

ARTICLE XXXI

OFF-CAMPUS WORK ASSIGNMENTS

Section 1. A member of the bargaining unit may, in consultation with the appropriate administrator(s), be given an off-campus assignment as part of his/her regular workload.

Section 2. Employees shall be reimbursed for the use of their personal vehicles when the distance traveled to an alternative site of instruction and/or services is greater than their normal commute to the central campus. Reimbursement for mileage, parking fees, and tolls shall be made in accordance with standard University policies governing travel. If inclement weather or other hazardous conditions prevail, then the employee shall also be reimbursed for hotel and meal expenses in accordance with standard University travel policy.

Section 3. Any instruction and/or services offered off-campus for academic credit shall be approved through the same procedures required for approval of on-campus offerings. All expenses for copying (i.e., syllabi, examinations, or other course materials) off-campus work assignments shall be borne by the University.

ARTICLE XXXII

TEACHING AND PUBLISHING

Section 1. Employees, where applicable, are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

Section 2. Employees writing articles outside the scope of their job duties may identify themselves as employees of the University and may mention the University in such articles or publications, provided that the employees indicate that the articles or publications are written in their individual capacities and not as employees of the University, and further indicate that the University is not responsible for the contents of their articles or publications.

ARTICLE XXXIII

PATENTS AND COPYRIGHTS

Section 1. Preamble This Article relates to Intellectual Property, meaning any copyrightable property or patentable matter, including but not limited to: books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures and lecture notes, musical and/or dramatic compositions, unpublished audiotapes and cassettes, computer programs and software, live video, photographs, programmed instruction materials, drawings, paintings, sculptures and other works of art.

Section 2. Policy For the purposes of this Agreement, the definitions, disclosure, and review process and general policies relating to patents and copyrights contained in the 2006-2009 AAUP collective bargaining agreement or its successor, as they relate to bargaining unit employees, will be fully incorporated herein.

ARTICLE XXXIV

CONSULTING AND EXTRAMURAL EMPLOYMENT

Section 1. The University recognizes the value, for its personnel, for the University, and for the community, of many types of consulting and other external employment experiences which enhance the professional competency of the individual and bring credit, not only to the employee, but to the University as well. Therefore, with appropriate approval, activities are permitted that may render valuable service to business, industry, professional groups, local, state, and federal governments.

Section 2. No employee shall be permitted to undertake any extramural employment during scheduled hours of employment without prior written approval.

Section 3. No employee shall use the name, symbol, or address of Cleveland State University in any extramural employment agreement. University staff, facilities, equipment, and materials may be used for such purposes only with the express written consent of the University and according to explicit terms for reimbursement.

ARTICLE XXXV

SUMMER SCHOOL/INTERSESSION

Section 1. Summer and Intersession Assignments. Summer and intersession teaching assignments shall be determined on the basis of the programmatic needs of departments and programs.

Within the scope of departmental or programmatic need, written procedures will be developed in each department or program so as to provide an equitable opportunity for full-time professional staff members who wish to teach summer or intersession assignments.

Section 2. Summer and Intersession Salary. For the 2006 summer session that begins in May 2006 and the 2006-2007 academic year intersession teaching assignments, a bargaining unit employee shall be compensated at the rate of $1,324 per semester credit hour. Each intersession and/or summer thereafter, this amount shall be increased by the same percentage as the increase in the base salary for the same year that the intersession and/or summer teaching assignment begins. It is understood that no employee shall earn less than he or she earned, per course, in FY'06.

ARTICLE XXXVI

TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1. The University will endeavor, within budgetary constraints, to provide opportunities that promote continuing education, training, and upgrading of employees. Training and Professional Development is a shared responsibility, and it is intended that these opportunities will enable employees to increase their knowledge and skill, enhance their promotional opportunities and advance their career goals.

Section 2. The Union may advise and consult with the Department of Human Resources Development and Labor Relations on the possible development, content, and format of career advancement programs, courses, and workshops that may be available to the employees. In the event the University introduces significant new equipment or technological change to an existing position or classification, the University shall provide appropriate training within the constraints of its budget for the incumbent(s) in order that they can properly use the equipment required by the specific position.

Section 3. In order to notify employees of staff development opportunities, appropriate job-related materials pertaining to staff professional development (i.e., announcements of conferences, research opportunities, etc.) will be available to each employee in the relevant job assignment area.

Section 4. Upon receiving supervisory approval, an employee who is required to hold a license, registration, or certification as a condition of employment shall be allowed to attend professional meetings or conferences in order to secure or maintain the necessary license, registration, or certification. The employee shall schedule attendance consistent with the operational needs of the department. The University shall pay the cost of any license, registration, or certification that an employee is to hold as a condition of employment at the University. The University shall also pay the membership costs for professional associations an employee is required to join in order for the University to maintain accreditation as deemed necessary by the University.

Section 5. The University recognizes the benefits of professional staff participation as presenters at professional meetings, as officers of professional organizations, participants in community service organizations, and as recipients of awards. Supervisors may permit attendance at meetings or conferences where such attendance does not interfere with unit operations. Supervisors may also provide financial support for these activities.

Section 6. The University agrees to continue to fund a bargaining unit career development program in the amount of up to $6,000 for each year of this Agreement. The program shall be overseen by a labor-management committee that will develop guidelines, monitor the program and approve appropriate requests. Any unused funds from the 2006 fiscal year appropriation and the subsequent years of this Agreement shall be carried forward to the next year of the Agreement.

ARTICLE XXXVII

TUITION REMISSION

Section 1. Eligibility. Full-time employees shall receive tuition remission benefits for courses taken at the University as described in this Article.

Section 2. Description. The University will cover instructional and general fees (this does not include miscellaneous fees such as those listed in the University Bulletins and other similar fees) for up to eight (8) semester hours of undergraduate or graduate courses per semester or fees for continuing education courses up to the equivalent cost of eight (8) undergraduate credit hours per semester. If the employee takes fewer than eight (8) credit hours per semester (graduate or undergraduate), the University will also cover continuing education fees up to the cost of the unused credit hours at the undergraduate rate. Any unused credits may not be "banked." Application and transcript fees are the responsibility of the employee. The University will not cover fees for employees to participate in the College of Business "AMBA" or "EMBA" programs.

Section 3. Application/Information. Employees who choose to participate in the Tuition Remission program must follow the University's application and enrollment procedures. Applications for the Tuition Remission program may be obtained from the Department of Human Resources Development and Labor Relations and tax information will be provided at that time.

Section 4. Release Time. An employee who wishes to attend a job-related course which is available only during working hours may be excused from work with the supervisor's approval. Job-related courses are those which, in the judgment of the employee's department head, will contribute significantly to the maintenance or improvement of the employee's job performance. Work schedules may be adjusted to permit employees to attend courses. Such adjustments shall not be unreasonably denied. In any event, employees may take no more than one course during the workday.

Section 5. Regular employees appointed at 50% FTE or more shall receive tuition remission benefits as described in Section 2 of this Article. In addition, employees may utilize this benefit in accordance with Section 4, above, and on a space-available basis.

ARTICLE XXXVIII

STUDENT FEE AUTHORIZATION PROGRAM

Section 1. Eligibility and Description. The student fee authorization program at Cleveland State University is an educational assistance program for spouses, registered same-sex domestic partners, and eligible naturally born or adopted children who are financially dependent on a qualifying full-time or part-time employee according to IRS rules. For eligible full-time employees, fee remission as described in this Article will be provided for full instructional and general fees charged for enrollment in credit courses by undergraduate students and for half of the total instructional and general fees charged for enrollment in credit courses by graduate and professional students. For eligible part-time employees, fee remission as described in this Article will be provided for 75% of the instructional and general fees charged for enrollment in credit courses by undergraduate students and for half of the total instructional and general fees charged for enrollment in the credit courses by graduate and professional students. Benefits apply only to the in-state portion of any fee. The Student Fee Authorization Program may not be used for Continuing Education Courses. For those who wish to enroll in “premium-priced” programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition.

Section 2. Application/Information. Employees' spouses, registered same sex domestic partners and eligible dependents who choose to participate in the Student Fee Authorization Program must follow the University's application and enrollment procedures. Applications for the Student Fee Authorization Program may be obtained from the Department of Human Resources Development and Labor Relations and tax information will be provided at that time.

Section 3. Eligibility of Spouses, Registered Same Sex Domestic Partners and Children

For spouses, registered-same sex domestic partners or dependent children to be eligible for participation, a full-time employee must have at least two (2) years of continuous full-time service with the University since the most recent hire date (if more than one). A part-time employee must have at least two (2) years of continuous full-time or part-time service of at least 75% full-time equivalency "(“FTE”) with the University since the most recent hire date (if more than one). In the event of a status change from part-time service of 75% FTE or more to full-time service, the employee maintains part-time benefit until two (2) years continuous full-time or part-time service has elapsed to become eligible for the full-time fee remission benefit. Eligibility is determined as of the first day of the session for the course(s) desired. The University will cover only the cost of fees for spouses, registered same-sex domestic partners and dependent children of employees who are eligible for the program on the first day of the session.

Eligible dependents include the spouse or registered same-sex domestic partner of a qualifying employee or children who are financially dependent on the qualifying employee. A financially dependent child is one who currently meets the Internal Revenue Service dependency definition and is being claimed on the qualified employee's federal income tax return for the current year. A registered same-sex domestic partner is a same-sex domestic partner who together with the employee has completed the University’s Affidavit of Domestic Partnership and filed it with the Department of Human Resources Development and Labor Relations.

Eligible spouses, registered same-sex domestic partners and children receiving any form of financial aid through the University or other governmental agencies will receive fee remission under this policy only to the extent that no cash disbursement of this benefit results from multiple awards. Financial aid regulations governing the Fee Authorization Program are available in the Financial Aid Office.

Section 4. Benefit. An eligible spouse, registered same-sex domestic partner or child may participate in the program for a total of 144 semester credit hours or two (2) academic degrees, whichever is less.

In the event of the divorce of a qualifying employee, eligibility is continued for the spouse for a period of up to two (2) years, as long as the qualifying employee remains in an eligible, active status at Cleveland State University. Benefits will be 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 date of the change in status based on the employee's active status and eligibility at the time. If an appointment is terminated as a result of a reduction of the workforce, benefits are extended for a period of two (2) full semesters for those who have been attending Cleveland State University during the two (2) academic terms immediately preceding the layoff. In the event of any other termination of active service with the University, the Fee Authorization Program eligibility ceases.

D. An employee who is laid off and subsequently recalled within the recall period shall, upon recall, be immediately eligible for benefits under this Article and is not required to wait for two (2) years after recall to be eligible, provided he or she has otherwise satisfied the eligibility requirements at the time of layoff.

A laid off employee who did not satisfy the eligibility requirements for benefits at the time of layoff shall, upon recall, retain time accrued toward eligibility prior to the layoff and shall satisfy the remainder of the eligibility period prior to receiving benefits under this Article.

ARTICLE XXXIX

HEALTH AND SAFETY

Section 1. Safe Working Environment. The University and the Union agree that the safety of all employees is a matter of utmost importance. It is the responsibility of the University to provide safe working conditions, equipment, and work methods for its employees. The University agrees to continue to comply with health and safety standards provided for in applicable state and federal statutes.

The University and the Union further agree that it is the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance at training sessions. It is recognized by the parties that any violation of University safety policies may result in disciplinary action by the University in accordance with Article IX.

Section 2. The University will discuss with the Union any complaint or recommendation concerning safety and health.

Section 3. All employees shall, as soon as practicable, report unsafe working conditions or equipment to their supervisors. Any employee involved in an accident shall report the accident and any injury sustained according to University procedures. The employee and the supervisor shall, as soon as practicable, fill out an accident report on the form provided by the University,

which must include the names of all witnesses to the accident. A copy of the accident report will be given to the employee when it is filed.

Section 4. Equipment and Electronic Technology Guidelines. The University will give due consideration to health and safety issues, including ergonomics, in the use of its equipment and electronic technology.

Section 5. Grievances which involve hazardous conditions that could result in bodily harm will begin at Step 2 of the Grievance Procedure.

Section 6. The University shall convene a campus-wide Health and Safety Committee. The committee shall be composed of one member and one alternate selected by each of the following constituencies: University Administration, Faculty of the College of Law, CSU-AAUP, Non-Bargaining Unit Professional Staff, SEIU-District 1199, Non-Bargaining Unit Classified Staff, CWA Local 4309 and FOP-OLC. The committee shall be chaired by the Director of Environmental Health and Safety. The committee shall meet every other month for two (2) hours of release time unless otherwise mutually agreed. The parties shall mutually agree on the date, time and place of the meetings. At any time, the parties may mutually agree that there is no need for the committee to meet or that more frequent meetings are necessary.

ARTICLE XL

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 to the appropriate administrator at least thirty (30) days before voluntary resignation. The employee may give fewer than thirty (30) 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 Development and Labor Relations 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.

B. Sick Leave Pay Out.

1. At the time of retirement, employees with ten (10) or more years of service with 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. Payments shall be deposited according to the employee's most recent payroll direct deposit instructions.

2. Upon the death of an employee, the sick leave pay out in subsection B. 1. above will be paid to the employee's beneficiary or estate.

C. Vacation Pay Out. Accumulated but unused vacation time up to a maximum of twenty-two (22) days will be paid upon termination of employment, retirement, or death. Payments shall be deposited according to the employee's most recent payroll direct deposit instructions.

ARTICLE XLI

ASSOCIATE OF THE UNIVERSITY STATUS

Section 1. Qualifications. Appointment to Associate of the University status may be granted to distinguished retiring professional staff employees, exclusive of those eligible for emeriti faculty rank, pursuant to the procedures set forth below. Appointment to Emeriti Librarian status may be granted to distinguished retiring librarians, pursuant to the procedures set forth below.

Section 2. Procedures for Appointment. Nominations/applications for appointment may be made by any member of the university community and are contingent upon the following criteria:

A. Ten (10) or more years of full-time service to Cleveland State University (CSU).

B. Submission of credentials and major professional accomplishments at CSU that represent distinguished service to CSU.

C. Favorable recommendations of the employee's supervisor.

Section 3. Nominations/applications are submitted to the Department of Human Resources Development. Additional supporting materials and information may be requested.

If the Department of Human Resources Development concurs that Associate status be granted, it shall forward its recommendations to the President, who shall recommend to the Board of Trustees all nominees whom the President deems acceptable.

Section 4. Privileges. Associates of the University shall be issued a current identification card and shall be entitled to listings in the CSU Bulletin and telephone directory, mailings of appropriate materials, use of such University facilities as the gym/recreation center, parking and library, e-mail, access to the University's Internet provider, and such other privileges as the President may designate but in all cases pursuant to the terms and conditions set by the University, including user fees .

ARTICLE XLII

DISTANCE EDUCATION

Section 1. Preamble. This Article relates to distance education, meaning a formal education process in which the instruction occurs when student and the employee(s) who teaches are not in the same place. Instruction may be synchronous or asynchronous. Distance education may employ audio, video, or computer technologies. The initiative for distance education courses/programs may come from either the employee(s) who teaches or the administration, but the actual development of such courses/programs will be mutually agreed between the employee(s) who teaches and the appropriate administrator(s).

Section 2. Control of the Curriculum.

A. The provisions of Article 32 shall apply to distance education.

B. Methods of instruction and course materials are under the control of the employee(s) assigned to develop and/or teach the distance education course. For team-taught or interdisciplinary courses, the employee(s) involved should share this responsibility.

C. Distance education courses (or modifications thereto) shall comply with all of the standard practices, procedures, and criteria which have been established for traditional courses including, but not limited to, employee involvement at the level of course development and approval, selection of a qualified employee(s) to teach the course, pedagogical determinations about appropriate class size, and oversight of all final course offerings by the appropriate education committee to ensure conformity with previously established traditions of course quality and relevance to programs.

Section 3. Intellectual Property.

A. If the University provides extraordinary assistance (including compensation as indicated below) in the creation of distance education courses, the materials created shall be considered University-supported work.

B. If the University-supported distance education materials are subsequently externally marketed, it is understood that the creator(s) and the University will share in any net revenue, based upon an agreed-upon revenue sharing arrangement, with no restrictions on the use of such revenue.

C. The University shall not use such University-supported distance education materials for non-commercial educational purposes without prior written consent of their creator(s).

D. Such University-supported distance education materials shall not be used in circumstances that compete with the University without the prior written consent of their creator(s) and the University.

Section 4. Workload and Compensation.

A. Class Size. Determination for class size for a distance education class should comply with the standard practices, procedures, and criteria of the University, including the level of support (*e.g.*, graduate assistants) that could be made available to employees engaged in distance education.

B. Preparation. Employees who agree to perform the initial development of a distance education course or who agree to revise extensively a course for distance education delivery shall be entitled to appropriate compensation, to be consistent with University policy and to be agreed upon in advance among the employee(s) and the appropriate administrator(s). Acceptance of compensation constitutes an understanding that at least three additional sections of the course will be offered in an appropriate sequence over the next several years and that the employee(s) will serve as instructor(s) or will train other employees to teach the course. Possible forms of compensation are as follows:

(1) an appropriate course load reduction in an academic term or terms as agreed upon by the employee(s) who teaches and the administration;

(2) an appropriate one-time cash payment in the form of a course development grant, if such grants are available (to be paid upon completion of the development of the course).

C. Travel Reimbursement. Employees shall be entitled to travel reimbursement for travel directly and necessarily related to the distance education assignment in accordance with applicable University guidelines. Travel reimbursement shall be agreed to by the employee(s) and the appropriate administrator(s) prior to the employee(s) beginning to develop or to teach the distance education course.

Section 5. Support Services. During both the development and delivery of distance education coursework, the University shall ensure that appropriate technology, software, equipment, and personnel are identified and in place and shall provide appropriate training for employees, consistent with the need of the employees and the availability of University resources and services for that purpose.

ARTICLE XLIII

REORGANIZING/RESTRUCTURING

Section 1. The University reserves the right to reorganize or restructure. In the event that the University plans to reorganize or restructure a department/college that impacts bargaining unit

employees, it shall give the Union President written notification of the possibility of such changes no later than ninety (90) days in advance of the proposed effective date.

Section 2. If such reorganizing or restructuring results from the University President reasonably anticipating the existence of an imminent financial crisis, then the University shall provide written notification to the Union President no later than sixty (60) days in advance of the proposed effective date.

ARTICLE XLIV

COMMITTEES/TASK FORCES

The Union has the option of making appointments to committees/task forces with University community representation regarding matters that impact the wages, benefits, and working conditions of the bargaining unit. It is understood that the work of a committee/task force is advisory. It is not the purpose of the committee system to supplant the collective bargaining process.

ARTICLE XLV

MISCELLANEOUS

Section 1. Library. Routine interlibrary loan of materials needed for teaching or scholarship/research requested through the CSU Libraries will be available free of cost to employees.

Section 2. Parking Facilities. Employees who wish to use the University parking facilities may obtain a parking permit for a fee from the University. Annual permits will be sold to employees on a cash or payroll deduction basis. Employees shall be subject to all parking rules and regulations.

A. The amount of parking fee increases, if any, shall be uniformly applied to employees, students, staff and administrators.

B. Income from parking fees shall be used only to support parking facilities and operations, including maintenance and new construction.

C. The Union shall be informed of any proposed changes in parking fees at least one semester in advance, and the Administration shall discuss any proposed changes in fees with the Union.

Section 3. Recreation Facilities. Employees shall have use of University recreational facilities subject to all University rules and regulations, including applicable user fees.

A. Income from recreation fees shall be used only to support recreation facilities and operations.

B. The Union shall be informed of any proposed changes in recreation fees at least one semester in advance, and the Administration shall discuss any proposed changes in fees with the Union.

Section 4. Provision and Use of University Postage. The Administration shall provide postage for employees to mail materials related to scholarly, professional, or instructional activities related to University business. Employees shall not use University postage to mail materials of a personal nature.

Section 5. Conflict of Interest. No employee shall have any unlawful interest in a public contract prohibited by Section 2921.42 of the Ohio Revised Code.

Section 6. Employees may enroll in the RTA Commuter Advantage Program, which allows employees to pay for RTA local or express passes through payroll deduction on a pre-tax basis each month.

ARTICLE XLVI

LEGAL PROTECTION

The University shall provide legal representation to employees who are defendants in civil actions arising out of their employment, at their request, subject to the Ohio Attorney General's approval and in accordance with Ohio Revised Code Sections 109.361 and 109.362, which provide reasons an employee may and may not receive legal protection.

The University shall also indemnify and hold harmless employees from liability arising out of their employment by paying any judgments, other than judgments for punitive or exemplary damages, or as otherwise prohibited in Ohio Revised Code Section 9.87.

ARTICLE XLVII

SUCCESSORSHIP

This Agreement shall be binding and inure to the benefit of each of the parties hereto.

Provided that there is no statutory impediment or prohibition, in the event that the control of the operations or facilities of the University transfers to another entity, the successor entity shall be 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 XLVIII

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 the remaining portions of this Agreement. The Administration and the Union will meet within thirty (30) calendar days after the conflict in law/statute is brought to the formal attention of the parties for the purpose of negotiating new language in that provision which will meet their requirements and that of the law.

ARTICLE XLIX

DURATION

This Agreement shall be in full force and effect from October 1, 2010 through and including September 30, 2011. This Agreement shall be renewed automatically for successive one (1) year periods unless either party serves written notice to the other of an intent to reopen negotiations on this Agreement no later than sixty (60) days prior to the date of expiration.

SEIU & CSU

SIDE LETTER OF AGREEMENT

TO: Supervisor

FROM: Vice President for Business Affairs and Finance

SUBJECT: Monthly District 1199 Executive Board Meetings

DATE:

Pursuant to Article VII of the Agreement between the University and District 1199, members of the Union's Executive Board will be attending monthly meetings that may be scheduled during working hours. Every effort should be made to accommodate and rearrange the work schedules of such employees so that they will be able to attend such meetings.

Thank you.

cc: Union President

SEIU & CSU

SIDE LETTER OF AGREEMENT

During the 2003 collective bargaining negotiations, Cleveland State University and SEIU, District 1199 addressed the effect on bargaining unit jobs when other jobs remain vacant, are eliminated or frozen, etc. The parties agreed that the proper use of compensatory time is one such device appropriate for dealing with these workload issues. Therefore, the parties pledge to educate bargaining unit employees and supervisors alike regarding the entitlements, rights and obligations associated with the accumulation and use of compensatory time. Further, the parties agree that employees and supervisors alike will be educated with respect to the appropriate use of the current contractual appeal procedure regarding workload.

The education of employees and supervisors alike shall also include identifying Article XXX, Workload, Section 3, Additional Compensation, as a potential avenue for a remedy in the face of such concerns.

SEIU & CSU

SIDE LETTER OF AGREEMENT

During Interest-Based Bargaining Negotiations in 2003, the University and the Union examined the issue of what kind of preference should be given to District 1199 bargaining unit employees during the job search process. The parties agreed to the following:

- The University Administration will educate Search Committee members regarding District 1199 bargaining unit preference in hiring.

- The Department of Human Resources Development and Labor Relations will supply all Search Committees with a seniority list for District 1199 internal qualified candidates.

SEIU & CSU

SIDE LETTER OF AGREEMENT

BENEFITS FOR DOMESTIC PARTNERS AND THEIR DEPENDENTS

Same sex domestic partners of bargaining unit members who complete an "Affidavit of Domestic Partnership" may participate in the following benefit plans/policies:

- Health Benefits

  Eligible full-time Professional Staff members may add a same-sex domestic partner and his/her dependent children to the University's medical, dental and vision plans. Eligible part-time Professional Staff members may add a same-sex domestic partner and his/her dependent children to the University's Kaiser HMO plan only. Beginning July 1, 2007, part-time Professional Staff members who are regularly scheduled to work thirty (30) or more hours per week (75% and above full time equivalency) with an appointment of six (6) months or longer may add a same-sex domestic partner and his/her dependent children to the University's medical, dental and vision plans.

- Family and Medical Leave Act (FMLA)
  Professional Staff members who are eligible for FMLA leave may apply for FMLA (and Extended Leave beyond FMLA) for situations involving their same-sex domestic partners and the dependents of their domestic partners.

- Sick Leave

  Professional Staff members who are eligible for sick leave may apply to use sick leave (and unpaid leave upon exhaustion of sick leave) for situations involving their same-sex domestic partners and the dependents of their domestic partners.

- Optional Life Insurance

  Professional Staff may purchase optional life insurance for their same-sex domestic partners and the dependents of their domestic partners, according to the terms and conditions of the insurer.

- Educational Benefits

  Same sex domestic partners and their dependents are eligible for educational benefits under the Student Fee Authorization Program, according to established University policy and in accordance with Article XXXVIII of this Agreement.

- Employee Assistance Plan (IMPACT EAP)

  The IMPACT Employee Assistance Plan (EAP) is available to eligible Professional Staff members and members of their household, including domestic partners and the dependents of their domestic partners.

The "Affidavit of Domestic Partnership" is available from the Department of Human Resources Development & Labor Relations.

SEIU & CSU

SIDE LETTER OF AGREEMENT

SECURITY AND SECURITY CAMERAS

The primary purpose of security is to protect the lives and property of all faculty, staff, students, and visitors on the Cleveland State University campus. To achieve that purpose, the University may install security cameras. Security cameras may incidentally record employee misconduct that the University may use in disciplinary procedures.

The University does not intend to place security cameras in private offices or work cubicles for the purpose of monitoring employee work activity. However, the University also reserves the right to monitor employees whom the University has reasonable cause to suspect of being engaged in misconduct. The University will inform the District 1199 Administrative Organizer, on a case-by-case basis, of its intent to use cameras to monitor individuals suspected of being engaged in such misconduct.

SEIU & CSU

SIDE LETTER OF AGREEMENT

SUBSTANCE ABUSE

The parties agree that the University may implement a substance abuse testing policy that provides for the substance abuse testing of employees after an accident while on the job resulting in personal injury or property damage or based upon reasonable suspicion. The policy shall include a provision that provides for an employee who tests positive for the presence of a drug or alcohol to be assessed by and enrolled in an appropriate treatment plan through a mandatory referral to the University's Employee Assistance Plan (EAP) and to retain employment pursuant to a Last Chance Agreement, the terms of which shall be determined in the sole discretion of the University following consultation with the Union.

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 IX, 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.

SEIU & CSU

Memorandum of Agreement

Additional Paid Holidays
{12-27-10 through & including 12-30-10}

Included in the settlement of the October 1, 2010 through September 30, 2011 CSU-SEIU Distinct 1199 collective bargaining agreement is the following special benefit:

The period between the 2010 Christmas and New Year's Eve holidays: December 27, 2010 through and including December 30, 2010 shall be designated as paid University holidays. This is a one-time special designation by the University President.

The provisions of Article XX Holiday Observance shall be applicable to these designated one-time special paid holidays.

SEIU & CSU

MEMORANDUM OF AGREEMENT

MANDATORY FURLOUGHS

Mandatory Furloughs. The University reserves unto itself, through its Board of Trustees, the right to adopt and implement a policy providing for mandatory furloughs of employees to achieve spending reductions necessitated by institutional budget deficits.

Any implementation of a mandatory furlough policy shall not be considered a lay-off of staff within the meaning of Article XXVII or as the term may be used elsewhere in the collective bargaining agreement ("cba"). As such, a mandatory furlough policy supersedes all other university policies and the cba and applies to all employees regardless of source of funds, place of work or appointment terms or status.

Any mandatory furlough policy shall be limited to not more than five (5) unpaid furlough days during calendar year 2011. The University will provide the Union with at least forty-five (45) days advance notice of the intended implementation of the furlough policy. At the request of the Union, the parties shall bargain over the impact of the furlough policy on bargaining unit employees, including the method for scheduling time-off. Furlough days will not impact an employee's eligibility for or continued enrollment in the University's health, vision and life insurance plans.

The University will provide the affected employees and the Union with at least thirty (30) days advance notice of the intended implementation of a mandatory furlough.