


| If yes, state expiration date: | (1) of agreement |
| :--- | :--- |
|  | (2) of extension |

## Are negotiations for a RENPENER of the bargaining agreement? $\square$ Yes $\triangle$ No

If yes, designate:
(1) date on which negotiation period ends $\qquad$
(2) section of reopener provision: $\qquad$ (attach copy of provision)
7. MUTUALLY AGREEO UPON OISPUTE SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute settlement procedure that supersedes or deviates from the statutory procedures ser form in Section 4197.14 of the Revised Code? (Note: Grievance procedures are not negotiations dispute serthengert procedures)
(X) Yes
(a) If there is a negotiations dispute settlement procedure in the bargaining agreement, designate section: $\qquad$
(b) Attach a copy of the procedure.

> [see attached]

## DECLARATION

I declare that I have read the contents of this Notice to Negotiate and that the statements it contains are true and correct to the best of my knowledge and belief. If this notice involves negotiations for a successor agreement rather than an initial agreement. I also certify that an exact copy of the current collective bargaining agreement (check ones: D is attachedis on file with SERB.

Jeffrey A. Belkin Print or Type Mane Representing: Cleveland State University

$\operatorname{Cocle}$


## THIS NOTICE TO NEGOTIATE WII NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE is not Completed by a representative of the intuiting party.

## PROOF OF SERVICE

I certify that an exact copy of the foregoing Notice to Negotiate has been sent or delivered to


INCLUDED: Full-time professional staff and part-time professional staff with annualized FTE of 5 or greater, including employees in temporary positions with a contract of one year or longer duration or temporary employees in their current position for one year or longer, including the following positions:

## IOB TITLE

## PROFESSIONAL UNIT

Academic Coordinator, Physical Therapy
Accountant
Archivist
Assistant Dean
Assistant Director, Minority Affairs
Assistant Research Coordinator
Associate Director
Business Information Specialist
Cataloging Manager
Clinical Coordinator
Clinical Counselor
Construction Coordinator
Coordinator, Collegiate Instruction
Coordinator, Creative Writing Program
Counselor
Data Communications Assistant
Director, Advancement
Director, Writing Center
Editor
Electronic Information Coordinator
Energy Conservation Analyst
Fieldwork Coordinator
Financial Aid Officer
Fiscal Officer
GIS Specialist
Head, Reference Services
Interim Coordinator, Freshman Orientation

## DEPARTMENT

Health Sciences

## Controller

University Library
Arts \& Sciences Advising
Engineering
Urban Child Research Center
International Services \& Programs
University Library
Law Library
Speech \& Hearing
Counseling Center
University Architect
Collegiate Studies
English
Counseling Center
Computerized Programs
Urban Affairs
Academic Affairs
Urban Affairs
University Library
Purchasing Utilities
Health Sciences
Law
University Architect
Urban Center
Law Library
First College

## INCLUDED (cont.)

Lab Manager
Lab Manager
Library Systems Coordinator
Librarian, Acquisitions/Serials
Librarian, Art
Librarian, Black Studies/Women's Studies
Librarian, Business/Social Sciences
Librarian, Cataloging
Librarian, Document Delivery
Librarian, Faculty Services
Librarian, Government Information
Librarian, Health Sciences
Librarian, Humanities/Music
Librarian, Media Reference
Librarian, Reference
Librarian, Research Automation
Librarian, Science/Engineering
Librarian, Social Work
Manager, Broadcast/Computer Engineering
Manager, Capital Projects
Manager, Student Personnel Services
Manager, Training/Student Development
Micro/Lan Specialist
Microcomputer Specialist
Network Administrator
Network Administrator
Nurse Practitioner
Nursing Clinical Associate
Program Coordinator
Program Director, Nursing
Project Archivist
Project Manager
Psychologist
Psychology Assistant
Registration Specialist

Biological, Geological and Environmental Science
Chemistry
University Library
Law Library
University Library
University Library
University Library
Law Library
University Library .
Law Library
Law Library
University Library
University Library•
Law Library
Law Library
University Library
University Library
University Library
Communication
Plant Administration
Education
Minority Affairs \& Human Relations
Information Services \& Technology
Information Services \& Technology
Law Instruction
Law Library
Health Services
Nursing
Education
Continuing Education
University Library
Urban Center
Counseling Center
Counseling Center
Education

## INCLUDED (cont.)

Registration Specialist
Research Analyst
Research Associate
Research Associate
Research Associate

Research Associate
Research Assistant
Research Assistant
Research Assistant
Research Assistant

Research Assistant
Research Specialist II
Research Scientist
Research Technician
Research Technician
Software Systems Programmer
Senior Communication Account Rep
Senior Micro/Lan Specialist
Systems Librarian
Writing Specialist
NONPROFESSIONAL UNIT

Academic Advisor
Academic Advisor
Academic Advisor
Academic Advisor
Academic Consultant

Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant

Administrative Assistant
Administrative Assistant

Greater Cleveland Educ Dev't Ctr Institute Research
Advanced Manufacturing Center Minority Affairs \& Human Relations
Urban Center

Urban Child Research
Advanced Mfg Ctr
Casal, Counseling, Adm, Superv \& Adult Lrng
Provost
Urban Center
Urban Child Research
Urban Center
Urban Child Research
Biological, Geological and Environmental Science
Chemistry
Information Services \& Technology
Public Relations \& Publications
Information Services \& Technology
Law Library
Instructional Media Services

Arts \& Sciences Advising
Business Administration
Education
New Student Center
Information Services \& Technology

## Advanced Manufacturing Center

Art
Biological, Geological and Environmental Science
Cafeteria Contract
Counseling, Adm, Superv \& Adult Learning
Communication
Conference Services

## INCLUDED (cont.)

Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant

Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant

Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant/Advisor Administrative Coordinator

Administrative Coordinator Administrative Coordinator
Administrative Coordinator
Administrative Coordinator
Administrative Coordinator

Administrative Coordinator
Administrative Coordinator
Administrative Coordinator
Administrative Coordinator
Administrative Coordinator

Administrative Coordinator
Administrative Coordinator
Administrative Coordinator
Administrator, MBA Program
Administrator

Animal Care Spec
Associate Director
Associate Director
Assistant Athletic Trainer

Development
Fair Employment Practices
Health Sciences
History
Marketing
Music
Nursing
PhD Program
Semester Transition
Specialized Instructional Programs
Speech \& Hearing
University Library
Urban Affairs
Arts \& Sciences Advising Advanced Manufacturing Center

Bursars Office
Counseling Center
Educ Service Center
Education
Enrollment Serv
Environmental Science, Technology \& Policy
External Affairs, Law
Financial Aid
Law
Music
Psychology
Urban Affairs
Women Comp Prog
Business Admin
Law Library
BGE Science
Admissions
Labor/Mgt Relations Ctr
Sports Medicine

## INCLUDED (cont.)

Assistant Director, Alumni Affairs
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Engineer
Assistant Manager, Art Gallery
Assistant Network Administrator
Assistant Program Director
Assistant Registrar/Scheduling Coordinator
Athletic Marketing Manager
Athletic/Academic Advisor
Audio Engineer
Business Manager
Clinical Supervisor
College Registrar -- Urban
Communications Account Rep
Communications Coordinator
Community Outreach Coordinator
Compliance Coordinator
Computer Tech
Coordinator of Computing
Coordinator, Administrative Services
Coordinator, Afr-Am Cultural Center
Coordinator, Athl/Acad Advising
Coordinator, Campus Programs
Coordinator, Community Outreach
Coordinator, Computer Lab
Coordinator, Disability Services
Coordinator, Equipment
Coordinator, ESL Program
Coordinator, Grants

Development
Admissions
Career Planning, Law
Greater Cleveland Educ Dev't Ctr Financial Aid

New Student Ctr
Residence Life
Instr Media Serv
Art
Law Library
Continuing Ed
Registrar
Athletics
Athletics/Collegiate Studies
Music
Residence Life
Speech \& Hearing
Urban Studies
Public Relations \& Publications
Law
Urban Child Research
Athletics
Business Administration
Business Administration
Black Studies
Black Studies
Athletics/Collegiate Studies
Student Life
Urban Ctr
Curric/Foundations
Collegiate Studies
Intramural Athletics
Collegiate Studies
Research Services

## INCLUDED (cont.)

Coordinator, HCOP
Coordinator, Mentoring Program
Coordinator, Research/Scholarships
Coordinator, Sales/Merchandise/Promotions
Coordinator, Special Projects/Community Service
Coordinator, Sports Information
Coordinator, Student Employment
Coordinator, Student Organizations
Coordinator, Student Personnel Services
Coordinator, Tutorial Services/Data Collection
Coordinator, Urban University Program
Coordinator, NSC/Assistant Ombuds
Coordinator
Coordinator
Coordinator
Coordinator, Publications/Activities
Counseling Specialist
Counseling Specialist, Disabilities
Database Administrator
Designer
Development Officer
Development Officer
Development \& Public Relations Officer
Director, Corporate/Foundation Grants Dev
Editorial Assistant
Editorial Asst
Education Specialist
Electronic Specialist
Engineering Tech
Engineering Tech
Enrollment Services Counselor
Environmental Educator
Environmental Scientist
Equipment Specialist
Event Clean-Up Manager

Health Sciences
Student Life
Financial Aid
Athletic Business Office
Minority Affairs \& Human Relations
Athletics
Career Services
Student Life
Education
Collegiate Studies
Urban Affairs
New Student Ctr
Career Services
Financial Aid
New Student Ctr
English
Collegiate Studies
Collegiate Studies
Education
University Architect
Business Administration
Law
Arts \& Sciences
Research Services
Provost
Urban Ctr
Women's Comprehensive Program
Engineering
Engineering
Radio Station
Admissions
Center for Environmental Science
Provost
Continuing Education
Custodial Services

## INCLUDED (cont.)

Field Supervisor
Financial Aid Administrator
Financial Aid Administrator
Grants Coordinator
Graphic Arts Specialist
Graphic Designer
Help Desk Rep
Information Specialist Coordinator
Instructional Media Specialist
Instructional Specialist
International Student Advisor
Internship Coordinator
Keyboard/Instrumental Technician
Lab Tech
Lab Tech
Lab Maint Specialist
Lab Manager
Manager
Manager
Manager, Operations
Media Specialist
Media Systems Specialist
Manager, Arts \& Science Computer Services
Manager, Database/Systems
Manager, Instructional Media
Manager, Operations
Manager, Student Finance Systems
Model Maker
Multi-Media Production Specialist
Office Assistant
Office Assistant
Office Assistant
Office Coordinator
Office Coordinator
Office Coordinator

Social Work
Financial Aid
Financial Aid, Law
Research Services
Instructional Media Services
Public Relations \& Publication Information Services \& Technology
Admissions
Curric/Foundations
Education
International Services \& Program
Urban Studies
Music
Health Sciences
Biology \& Geology
Engineering
Computerized Programs
Contract Administration
Math
Continuing Education
Student Life
Instructional Media Services
Computerized Programs
Information Services \& Technology
Instructional Media Services
Continuing Education
Bursar
Engineering
Instructional Media Services
Bursar
Instructional Media Services
Speech \& Hearing
Graduate Studies
Information Services \& Technology
Instructional Media Services

## INCLUDED (cont.)

Office Coordinator
Office Coordinator
Office Coordinator
Office Coordinator
Photographer
Printing Supervisor
Production Supervisor
Program Administrator
Program Assistant
Program Assistant
Program Coordinator
Programmer Analyst 1
Programmer Analyst 2
Programmer Analyst 3
Programmer Analyst
Project Administrator
Project Assistant
Project Coordinator
Project Engineer
Prospect Research Associate

## Recruiter/Advisor

Records Officer
Scheduler
Scheduling Analyst
Software Specialist
Software Systems Programmer
Special Events Coordinator
Special Project Assistant
Special Project Assistant
Special Project Assistant
Special Project Assistant (Student Recruiter)
Special Project Coordinator
Sponsor Information Specialist
Senior Electronic Specialist
Senior Graphic Designer

Student Life
University Studies
Urban Center
Urban Studies
Public Relations \& Publications
Duplicating
Public Relations \& Publication
Class Program
Continuing Education
Women's Comprehensive Program
Greater Cleveland Educ Dev't Ctr
Information Services \& Technology
Information Services \& Technology
Urban Ctr
Information Services \& Technology
Women's Comprehensive Program
Urban Child Research
Urban Child Research
Plant Administration
Development
Nursing
Law
Information Services \& Technology
Arts \& Sciences
Law
Information Services \& Technology
Development
Enrollment Services
Graduate Studies
Urban Affairs
Law Instruction
Social Work
Research Services
Engineering
Public Relations \& Publication

## INCLUDED (cont.)

Senior Network/Telecom Specialist
Senior Software System Programmer
Senior Training Specialist
Special Project Assistant
Student Activities Administrator
Student Admissions Recruiter
Student Personnel Specialist
Student Personnel Specialist
Student Judicial Officer
Studio Manager
Study Abroad Advisor
Supervisor, Computer Operations
Systems Administrator
Systems Analyst 2
Systems Manager
Teaching Specialist
Technician
Technician
Telecom Specialist
Training Assistant, HazMat
Tutor
TV Specialist
Wellness Coordinator

Information Services \& Technology
Information Services \& Technology
Urban Center
Theatre Assembly
Student Life
Law
Bursars Office
Education
Student Life
Communications
International Services \& Program
Information Services \& Technology
Development
Information Services \& Technology
Urban Ctr
Collegiate Studies
Instructional Media Services
Purchasing Utilities
Information Services \& Technology
Continuing Ed
Collegiate Studies
Instructional Media Services
Student Life

EXCLUDED: Supervisors, management level employees, confidential employees, seasonal and casual employees, guards, and students as defined in the Act, classified employees, faculty, deans and part-time and temporary employees not described above as included, including the following positions:

## JOB TITLE

Administrative Assistant
Administrative Assistant
Administrative Assistant

## DEPARTMENT

Dean Education
Governing Board
University Library

## EXCLUDED (cont.)

Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant Administrative Assistant

Administrative Associate Administrative Associate
Administrative Associate
Administrative Coordinator
Administrative Counselor
Administrator
Administrator
Assistant Bursar
Assistant Coach
Assistant Controller

Assistant Dean
Assistant Dean
Assistant Dean
Assistant Dean
Assistant Dean

Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director
Assistant Director, Legal Clinic
Assistant Legal Counsel
Assistant Registrar (Client Services)
Assistant Registrar (Records \& Degree Clearance)
Assistant to President
Assistant to Provost
Assistant to Vice President/President

Plant Administration
Provost
Strategic Planning
University Legal Counsel
Vice President Finance \& Administration
Governmental Relations
Human Resources
President's Office
Admissions Office
Financial Aid
Health Care Administration
Provost
Bursar's Office
Athletics
Controller's Office

Dean Continuing Education<br>Dean Law<br>Dean Urban Affairs<br>Law Minority Recruitment<br>Law Student Services

Advanced Manufacturing Center Administration
Athletic Promotions
Career Services
Information Services \& Technology
Law Library
Placement Office
University Police
Urban Center
Law Instruction
University Legal Counsel
Registrar's Office
Registrar's Office
Governmental Relations
Provost
Human Resources

## EXCLUDED (cont.)

Assistant to Vice President/Provost
Assistant to the Vice President/Vice Provost
Assistant Vice President
Associate Controller
Associate Dean
Associate Dean
Associate Dean
Associate Dean
Associate Director
Associate Director
Associate Director
Associate Director
Associate Director
Associate Director
Associate Director
Associate Director
Associate Superintendent
Bursar
Business Manager
Business Manager
Business Manager
Computer Technician
Controller
Coordinator
Coordinator
Coordinator Fine Arts Center Management
Coordinator Information Literacy
Coordinator of Lab Instruction
Coordinator of Reference
Data Base Manager
Director
Director
Director
Director

Vice President Finance \& Administration
Vice President Minority Affairs
Vice President Minority Affairs
Controller's Office
Dean Continuing Education
Dean University Studies
Law Student Services
Student Life
Affirmative Action
Athletics Business Office
Budget \& Finance
Department of Development
Intercollegiate Athletics
Law Library
Registrar's Office
Urban Center
Custodial Services
Bursar's Office
Dean Education
Dean Law
Urban Center
Vice President Minority Affairs
Controller's Office
Fire \& Security
Human Resources
University Library
University Library
Chemistry
University Library
Institutional Research
Admissions
Advanced Manufacturing Center
Affirmative Action
Annual Fund

## EXCLUDED (cont.)

Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director
Director, Sponsored Programs/Research Dev
Electrical Engineer
Engineering Manager
Fellow
Fellow
Fellow

Art Gallery
Budget \& Finance
Budget Management
Continuing Education
Counseling Center
Dean Engineering
Dean Law
Dean University Studies
Department of Development
Educational Development Center
Financial Aid
Human Resources
Information Services \& Technology
Instructional Media Services
Internal Auditing
International Exchange
Intramural Athletics
Law Student Services
New Student Center
Placement Office
Plant Administration
Provost
Purchasing Office
Residence Iife
Safety/Environment Services
Speech \& Hearing
University Library
University Police
Vice President Finance \& Administration
Research Services
Plant Administration
Instructional Media Services
Chemical Engineering
Mechanical Engineering
Psychology

## EXCLUDED (cont.)

Grants Manager
Head Coach
Head, Collection \& Database Management Services
Human Resources Generalist
Intern
Internal Auditor
Lab Coordinator Nursing Research
Lab Technician
Legal Counsel
Legal Research Writing Director
Librarian, Coordinator of Cataloging
Librarian, Head Document Delivery
Manager
Manager
Manager
Manager
Manager
Manager
Manager
Manager
Manager
Manager
Manager
Manager, Budget
Manager, Consulting Services
Manager Engineering Operations
Manager, Plant Operations Accounting
Nurse Coordinator
Office Assistant
Office Manager
Personnel Officer
Plant Maintenance Supervisor
Plant Maintenance Technical Supervisor
Police Officer
Proctor

Research Services
Athletics
University Library
Human Resources
English
Internal Auditing
Nursing
Civil Engineering
University Legal Counsel
Law Instruction
University Library
University Library
Controller's Office
Dean Urban Affairs
Financial Aid
Law Instruction
Music
Parking
Property Control
Public Relations \& Publications
University Legal Counsel
Controller's Office
Human Resources
Dean Arts \& Sciences
Information Services \& Technology
Advanced Manufacturing Center
Plant Administration
Health Services
Dean Arts \& Sciences
Law Instruction
Human Resources
Building Operations
Building Maintenance
University Police
Testing \& Counseling Center

## EXCLUDED (cont.)

Production Supervisor
Program Director
Program Director
Programmer/Data Analyst
Programmer/Data Analyst
Programmer/Data Analyst
Research Assistant
Research Assistant
Research Associate
Research Associate

Research Associate
Research Associate
Research Associate
Research Associate
Research Technician

Secretary/Administrative Coordinator
Senior Associate Director
Superintendent
Superintendent
Superintendent
Superintendent
Supervisor
Supervisor
Supervisor
University Registrar
Vice President
Vice President
Vice Provost

Instructional Media Services
Class Program
Urban Center
Anthropology
Human Resources
Information Services \& Technology
Chemical Engineering
Civil Engineering
Business Administration
Chemical Engineering
Chemistry
Civil Engineering
Civil Engineering
Institutional Research
Civil Engineering
President's Office
Admissions
Building Maintenance
Building Operations
Care of Grounds
Custodial Services
Building Maintenance
Information Services \& Technology
Mailing Departraent
Registrar's Office
Finance \& Administration
Human Resources
Provost

# ALTERNATIVE DISPUTE RESOLUTION PROCEDURE 

## Between

CLEVELAND STATE UNIVERSITY
and

## SERVICE EMPLOYEES' INTERNATIONAL UNION, DISTRICT 925

December 17, 1998

The Cleveland State University Administration (the "Administration") and Service Employees' International Union, District 925 (the "Union"), do hereby agree to an Alternate Dispute Resolution Procedure which shall govern their 1998 collective bargaining negotiations in place of the negotiation procedure set forth in the Ohio Public Employee Collective Bargaining Act. As provided in the Act, this Alternate Procedure shall be jointly submitted to the State Employment Relations Board immediately after execution. The agreed-upon Alternate Dispute Resolution Procedure is as follows:
A. Contract negotiations between the Union and the Administration shall begin no later than October 21, 1998, and will continue as set forth below.
B. (1) The parties shall negotiate without assistance of a third party through February 1, 1999.
(2) If the parties are unable to reach an agreement on or before February 1, 1999, then the parties shall seek the assistance of a mediator from the Federal Mediation and Conciliation Service by directly contacting FMCS. The parties shall participate in mediation with the assistance of that mediator at
the mutual convenience of the parties and the mediator. If the parties are unable to reach agreement with the assistance of the Federal Mediator by March 31, 1999, then the parties shall participate in mediation before the factfinder appointed in this matter. Such mediation under the auspices of the fact-finder shall begin at the mutual convenience of the parties and the factfinder, and continue until either party or the fact-finder conclude that the agreement cannot be finalized. The use of a Federal Mediator is at the option of the parties and the unavailability of a Federal Mediator shall not delay this procedure. The parties may at their option use the fact finder as a mediator earlier than March 31, 1999, if they so desire.
(3) If the parties are unable to reach an agreement on or before April 30, 1999, then the parties shall participate in a fact-finding procedure before FactFinder Robert Stein. The parties shall abide by the statutory procedures set forth in O.R.C. § 4117.14(C) regarding the fact-finding hearing.
(4) If the parties are unable to reach an agreement and must proceed to factfinding, the fact-finding procedure shall be conducted according to the following time frame:
(a) the fact-finding hearing shall commence at the convenience of the parties and the fact-finder, but no later than May 17, 1999;
(b) the fact-finding report must be issued in final form by the fact-finder so that it is received by a representative of each party designated to the fact-finder no later than 14 days after conclusion of the fact-

Commerce Park IV, Suite 450
23240 Chagrin Boulevard
CLEVELLAND, OHIO 44122

## Jan $21 \quad 1014$ an 'g9

## Re: Cleveland State University and District 925, SEIU, AFL-CIO

Dear Clerk:
Enclosed please find the original and two (2) copies of the Notice to Negotiate with the parties' Alternative Dispute Resolution Procedure attached. It should be noted that in accordance with the statutory time lines, these documents were originally sent on January 13, 1999. Please return a time-stamped copy to the undersigned in the enclosed, self-addressed, stamped envelope. Thank you for your cooperation.


SPB/njw
Enclosures


January 26, 1999
Ms. Peggy Torzewski
614 West Superior Avenue - \#852
Cleveland, OH 44113
Mr. Jeffrey A. Belkin
23240 Chagrin Boulevard - Suite 450
Cleveland, OH 44122
RE: Case No. 99-MED-01-0036
District 925 and Cleveland State University

Dear Ms. Torzewski and Mr. Belkin:
The referenced case number has been assigned to the Notice to Negotiate filed by the Employer. A negotiation period of 60 days has been established based upon the information on the Notice to Negotiate. In review of the Notice to Negotiate, we understand that the parties have a mutually agreed dispute settlement procedure to resolve any impasses in current negotiations.

If your dispute settlement procedure provides for mediation by the Federal Mediation and Conciliation Service, FMCS has asked that you address your written request for mediation to:

George W. Buckingham, Jr., Director of Mediation Services - FMCS
6161 Oak Tree Boulevard - Suite 100 (216) 522-4800
Independence, OH 44131
If your dispute settlement procedure provides for mediation by the State Employment Relations Board, please address your written request to: G. Thomas Worley, Administrator, Bureau of Mediation, SERB.

The reference case number must be listed on any comespondence sent to our office involving the Notice to Negotiate or your mutually agreed dispute settlement procedure. To change representatives, a Notice of Appearance must be served upon the other party and filed with our office. Please contact us if you need a copy of the Notice of Appearance form.

Please notify us when both parties have ratified the agreement.
Sincerely,

# G. Thomas Worley 

Administrator, Bureau of Mediation
GTW:mer
inip $1 / 26 / 105 p$

TO ALL REPRESENTATIVES - INCLUDING PARTIES REPRESENTING THEMSELVES. The Notice of Appearance and Proof of Service must be completed. Submit one (1) signed original and one (1) photocopy to the State Employment Relations Board at the above address. Serve one (1) copy on the other party(ies) in this matter. ANY SUBSTITUTION OF REPRESENTATIVES REQUIRES A NEW FILING OF THIS FORM.

In the Matter of
Cleveland State University
and /v. $\qquad$
During the processing of this matter, $\qquad$ District 925, SEIU, AFL-CIO
(Name of party to be rep presented)
will be represented by the following person:

| Peggy Torzewski | Organizer Representative |
| :--- | :--- |
| (Name) | (Tile, if applicable) |

(Firm, if applicable)
614 West Superior Ave. \#852
(Address)
Cleveland OH 44113
(216) 566-0117
(City, State, Zip)
(Telephone)

## PROOF OF SERVICE

A Notice of Appearance will not be accepted for filing unless the following Proof of Service is completed and bears an original signature.
I certify that an exact copy of this Notice of Appearance has been sent or delivered to
Jeffrey A. Belkin, Attorney for Cleveland State University
(Name and complete address of other party(ies) to action)
23240 Chagrin Blvd., Suite 450 .Cleveland OH 44122
by Regular U.S. Mail Certified U.S. Mail Hand Delivery
this_19th day of February 1999 $\qquad$
cask

## Feb $23 \quad 1044$ AM'gg

Leading the Way

DEBORAH SCHNEIDER
President
ANNE HILL Secretary-Treasurer

SERVICE EMPLOYEES
INTERNATIONAL UNION AFL-CIO, CLC

1419 Hancock Street \#201 Quincy, MA 02169 617.770 .2925

Fax: 617.689.3218

1216 E. McMillian St. \#300
Cincinnati, OH 45206
513.861 .3925

Fax: 513.861.1288

614 W. Superior Ave. \#852
Cleveland, OH 44113
216.566 .0117

Fax: 216.566 .0192

2900 Eastlake Ave. E. \#230 Seattle, WA 98102
206.322.3010

Fax: 206.322.6842

Mr. G. Thomas Worley, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street, $12^{\text {th }}$ Floor
Columbus, Ohio 43215-4213
RE: Case No. 99-MED-01-0036

$$
\text { District } 925 \text { and Cleveland State University }
$$

Dear Mr. Worley:
Enclosed please find a Notice of Appearance for the abovereferenced case.

Cleveland State University and District 925 have mutually agreed to amend the terms of the Alternate Dispute Resolution Procedure, dated December 17, 1998, that is currently on file with SERB. I have enclosed a copy of the amendment and the original procedure.

Thank you.
Sincerely,


## Enclosures

cc: Jeffrey Belkin, Esq. (w/ encl.)
Seth Briskin, Esq. (w/ encl.)
Nancy Cribbs, Esq. (w/ encl.)

## LETTER OF AGREEMENT

Feg 231044 an' 99

## Between

## CLEVELAND STATE UNIVERSITY

# And <br> <br> SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 925 

 <br> <br> SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 925}

February 3, 1999

The Cleveland State University Administration and Service Employees International Union, District 925, mutually agree to amend the terms of the Alternative Dispute Resolution Procedure dated December 17, 1998 in the following manner:

1. The deadlines for mediation with the assistance of the Federal Mediation and Conciliation Service or the fact-finder as contained in Section B (1) - (2) shall be extended forward by two (2) weeks.
2. The deadline for proceeding to fact-finding as contained in Section B (3) shall be extended through May 7, 1999.
3. The deadline for commencing fact-finding as contained in Section B (4) (a) shall be extended to no later than May 24, 1999.

## AGREED:



# ALTERNATIVE DISPUTE RESOLUTION PROCEDURE 

Between<br>CLEVELAND STATE UNIVERSITY

and

## SERVICE EMPLOYEES' INTERNATIONAL UNION, DISTRICT 925

December 17, 1998

The Cleveland State University Administration (the "Administration") and Service Employees' International Union, District 925 (the "Union"), do hereby agree to an Alternate Dispute Resolution Procedure which shall govern their 1998 collective bargaining negotiations in place of the negotiation procedure set forth in the Ohio Public Employee Collective Bargaining Act. As provided in the Act, this Alternate Procedure shall be jointly submitted to the State Employment Relations Board immediately after execution. The agreed-upon Alternate Dispute Resolution Procedure is as follows:
A. Contract negotiations between the Union and the Administration shall begin no later than October 21, 1998, and will continue as set forth below.
B. (1) The parties shall negotiate without assistance of a third party through February 1, 1999.
(2) If the parties are unable to reach an agreement on or before February 1, 1999, then the parties shall seek the assistance of a mediator from the Federal Mediation and Conciliation Service by directly contacting FMCS. The parties shall participate in mediation with the assistance of that mediator at
the mutual convenience of the parties and the mediator. If the parties are unable to reach agreement with the assistance of the Federal Mediator by March 31, 1999, then the parties shall participate in mediation before the factfinder appointed in this matter. Such mediation under the auspices of the fact-finder shall begin at the mutual convenience of the parties and the factfinder, and continue until either party or the fact-finder conclude that the agreement cannot be finalized. The use of a Federal Mediator is at the option of the parties and the unavailability of a Federal Mediator shall not delay this procedure. The parties may at their option use the fact finder as a mediator earlier than March 31, 1999, if they so desire.
(3) If the parties are unable to reach an agreement on or before April 30, 1999, then the parties shall participate in a fact-finding procedure before FactFinder Robert Stein. The parties shall abide by the statutory procedures set forth in O.R.C. § 4117.14(C) regarding the fact-finding hearing.
(4) If the parties are unable to reach an agreement and must proceed to factfinding, the fact-finding procedure shall be conducted according to the following time frame:
(a) the fact-finding hearing shall commence at the convenience of the parties and the fact-finder, but no later than May 17, 1999;
(b) the fact-finding report must be issued in final form by the fact-finder so that it is received by a representative of each party designated to the fact-finder no later than 14 days after conclusion of the fact-
finding procedure, time of delivery of the report to each designated representative shall not be more than thirty (30) minutes apart;
(d) Upon receipt of the fact-finder's report, each party shall have seven (7) full days, starting from the time of delivery and receipt of the last delivered report, to accept or to reject the fact-finder's report, according to the quantitative standards established under O.R.C. § 4117.14(C)(6), and to notify the other party of that action; and
(e) each party shall have an additional period of forty-eight (48) hours to notify the State Employment Relations Board of the action taken by that party.
C. If a settlement between the Union and the Administration is not reached as a result of the fact-finding procedure, then the Union may strike as permitted by Section 4117 of the Ohio Revised Code.

This Alternate Procedure shall govern throughout the full course of the collective bargaining negotiations between the Administration and the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this / day of Sawnery, $199 \dot{8}$.

## CLEVELAND STATE UNIVERSITY ADMINISTRATION

By:
$\qquad$

By:
By: $\qquad$ CSUADR Procedure

SERVICE EMPLOYEES'
INTERNATIONAL UNION, DISTRICT 925
$\mathrm{By}:$

By: $\qquad$

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213
(614) 644-8573


## Mar 24 II 24 an '00

## NOTICE OF APPEARANCE

TO ALL REPRESENTATIVES - INCLUDING PARTIES REPRESENTING THEMSELVES. The Notice of Appearance and Proof of Service must be completed. Submit one (I) signed original and one (1) photocopy to the State Employment Relations Board at the above address. Serve one (1) copy on the other party(ies) in this matter. ANY SUBSTITUTION OF REPRESENTATIVES REQUIRES A NEW FILING OF THIS FORM.

In the Matter of Cleveland State University
and/v. Service Employees International Union District 925, AFL-CIO
During the processing of this matter, SEIU District 925, AFL-CIO
(Name of party to be represented)
will be represented by the following person:
Peggy Torzewski Organizer Representative
(Name)
(Title, if applicable)
(Firm, if applicable)
614 W. Superior Ave., \#852
(Address)
Cleveland of $44113 \quad$ (216) 566-0117
(City, State, Zip)
(Telephone)

## PROOF OF SERVICE

A Notice of Appearance will not be accepted for filing unless the following Proof of Service is completed and bears an original signature.

I certify that an exact copy of this Notice of Appearance has been sent or delivered to Jeffrey A. Belkin, Attorney for Cleveland State University
(Name and complete address of other party(ies) to action)
23240 Chagrin Blvd., Suite 450 .Cleveland OH 44122
by Regular U.S. Mail
a Certified U.S. Mail
A Hand Delivery -Overnight
Airborne.
this $\qquad$ day of

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IN THE MATTER OF FACT-FINDING

## BETWEEN

## CLEVELAND STATE UNIVERSITY

AND

DISTRICT 925 SEIU AFL-CIO

BEFORE: Robert G. Stein

SERB CASE NO. 99 MED 01-0036

## PRINCIPAL ADVOCATE FOR THE UNION:

Peggy Torzewski, Organizer
Ann Hill, Executive Director
SEIU/DISTRICT 925 AFL-CIO
614 West Superior Avenue \#825
Cleveland OH 44113
and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

Jeffrey A. Belkin, Esq.
Seth P. Briskin, Esq.
BELKIN, BILLICK \& HARROLD CO., L.P.A.
23240 Chagrin Boulevard, Suite 450
Cleveland OH 44122

TO ALL REPRESENTATIVES - INCLUDING PARTIES REPRESENTING THEMSELVES. The Notice of Appearance and Proof of Service must be completed. Submit one (1) signed original and one (1) photocopy to the State Employment Relations Board at the above address. Serve one (1) copy on the other party(ies) in this matter. ANY SUBSTITUTION OF REPRESENTATIVES REQUIRES A NEW FILING OF THIS FORM.

In the Matter of $\qquad$
Cleveland State University
and/v. Service Employees International Union District 925
During the processing of this matter, SEIU District $\frac{925}{(N)}$
(Name of party to be represented)
will be represented by the following person:
Peggy Torzervski
Organizer Representative
(Name)
(Tile. if applicable)
(Fir, if applicable)
614 West Superior Ave., \#852
(Address)
Cleveland OH 44113
(216) 566-0117
(City, State, Zip)
(Telephone)

## PROOF OF SERVICE

A Notice of Appearance will not be accepted for filing unless the following Proof of Service is completed and bears an original signature.
I certify that an exact copy of this Notice of Appearance has been sent or delivered to
Jeffrey Belkin, Attorney for Cleveland State University
(Name and complete address of other party(ies) to action)
23240 Chagrin Blvd., Suite 450 Cleveland OH 44122
by Regular U.S. Mail Certified U.S. Mail Gand Delivery
this 3rd day of April
$\qquad$
$\qquad$ Gergry ovendta

April 3, 2000


Mr. George M. Albu, Administrator
Bureau of Mediation
State Employment Relations Board 65 East State Street, $12^{\text {th }}$ Floor
Columbus, Ohio 43215-4213
RE: Case No. 99-MED-01-0036
District 925 and Cleveland State University
Dear Mr. Albu:
I am pleased to inform you that Service Employees International Union District 925 has approved the report issued by Fact-finder Robert G. Stein on March 27, 2000, in the matter of fact-finding between Cleveland State University and SEIU District 925.

Mr. Stein's report was reviewed and voted on at our membership meetings held on March 29 and March 30, 2000. The ballots were counted at the conclusion of the March $30^{\text {th }}$ meeting. The report was accepted by a vote of 123 to 3 . There are currently 200 members of District 925 in the bargaining unit.

Please note that we also wish to withdraw the Notice of Intent to Strike dated March 23, 2000, that was filed with your Office. The strike was intended for April 5, 2000.

Copies of this letter have been served on the University's attorneys, Jeffrey Belkin and Nancy Cribbs, and the University's Vice President for Human Resources Development and Labor Relations, Joseph Nolan.

Sincerely,
1216 E. McMillian St. \#300
Cincinnati, OH 45206
513.861 .3925

Fax: 513.861 .1288

614 W. Superior Ave. \#852
Cleveland, OH 44113
216.566 .0117

Fax: 216.566 .0192

2900 Eastlake Ave. E. \#230 Seattle, WA 98102
206.322 .3010

Fax: 206.322 .6842

cc: Nancy Cribs<br>Joseph Nolan<br>Jeffrey Belkin<br>Gail Marredeth<br>Robert Stein

$$
\begin{aligned}
& \text { Oo-MED-01-0036 } \\
& \text { Agreement }
\end{aligned}
$$

between the

Piqua City School District
and the

Piqua Education Association

August 1, 2000 to July 31, 2002


DEBORAH SCHNEIDER
President
ANNE HILL Secretary-Treasurer

SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO, CLC

1419 Hancock Street \#201 Quincy, MA 02169 617.770 .2925 Fax: 617.689 .3218

1216 E. McMillan St. \#300
Cincinnati, OH 45206 513.861 .3925

Fax: 513.861.1288

614 W. Superior Ave. \#852
Cleveland, OH 44113
216.566 .0117

Fax: 216.566 .0192

2900 Eastlake Ave. E. \#230
Seattle, WA 98102 206.322 .3010 Fax: 206.322.6842

STATE EMPLOYMENT RELATIONS BOARD

2001 JAN 16 A 9: 38

SERB
65 East State Street
$12^{\text {th }}$ Floor
Columbus, OH 43215-4213

RE: Cleveland State University Labor Agreement with SEIU District925

DATE: January 11, 2001

Enclosed you will find (2) two copies of Cleveland State University's signed labor agreement with SEIU District 925.

This document is three-hole punched for your convenience and is provided for your information and use.

If you have further need of assistance, please contact Peggy Torzewski at District 925 (216) 566-0117 ext. 210.

Sincerely,
Camera
Tamera Slaughter
Administrative Support
Cc: P. Torzewski
File
/ts

## AGREEMENT

Between

## CLEVELAND STATE UNIVERSITY

and
SERVICE EMPLOYEES INTERNATIONAL UNION
District 925
AFL-CIO


Effective July 1, 1998 through June 30, 2001

