(614) 644-8573

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD BOARD 65 East State Street, 12th Floor Columbus, OH 43215-4213

Jan 21 10 14 AM \*99

DO NOT WRITE IN THIS SPACE Case No.: 99-MED-01-

0036

NOTICE TO NEGOTIATE (File separate Notice for each bargaining unit)				
INSTRUCTIONS: A representative of either the employer or the employee organization that is the exclusive representative of the employees in the bargaining unit may-file a Notice to Negotiate. Pursuant to Section 4117.14 of the Revised Code, this notice is filed by (check one): It the employer the employee organization. Submit one original and one (1) copy of this form to the State Employment Relations Board at the above address and serve one (1) copy on the other party in the negotiation. If more space is required for any item, attach additional sheets, numbering items accordingly.				
1. NAME OF EMPLOYER:		Telephone:		
Cleveland State University		216-687-3543		
Address:				
1983 East 24th Street	•			
City	County	Zip		
Cleveland	Cuyahoga	44115		
NAME OF EMPLOYER'S REPRESENTATIVE: Title (If any)		Telephone:		
Jeffrey A. Belkin, Attorney		216-831-3377		
Address:				
23240 Chagrin Boulevard, Suite 4	50	•		
Glty, Zip:				
Cleveland, 44122				
2. NAME OF EMPLOYEE ORGANIZATION: Affiliation (If any)		Telephone:		
District 925, SEIU, AFL-CIO	•	216-566-0117		
Address:				
614 W. Superior Avenue, #852				
City, Zip:				
Cleveland, 44113				
NAME OF EMPLOYEE ORGANIZATION'S REPRESENTATIVE:	Title (if any)	Telephone:		
Peggy Torzewski	Organizer Representa	tive 216-566-0117		
Address:				
614 W. Superior Avenue, #852				
City, Zip:				
Cleveland, 44113				
<ol> <li>BARGAINING UNIT: flist classifications included in certification copy of the same) Included:</li> </ol>	n or collective bergaining agreement, or a	tach 4. Approximate # of Employees in Unit:		
[See attached]		300+		
Excluded:				
man at the fields				
		r		

, s,	·
•	
Does the initiating party propose multi-ull yes, identify other unit(s):	nit bargalning? ☐ Yes 🙆 No
COLLECTIVE BARGAINING AGREEM greement?	ENT: (Are the employee organization and the employer currently parties to a collective bargaining Yes   No
If yes, state expiration date:	(1) of agreement
	(2) of extension (if any)
Are negotiations for a REOPE	NER of the bargaining agreement? ☐ Yes ☑ No
Huan daoinnata	(1) date on which negotiation period ends
If yes, designate:	(2) section of reopener provision:(attach copy of provision)
	E SETTLEMENT PROCEDURE: (Have the parties adopted a mutually agreed upon negotiations dispute
Note: Grievance procedures are not nego	deviates from the statutory procedures set forth in Section 4117.14 of the Revised Code?  Dilations dispute settlement procedures.
a) it there is a negotiations disput	te settlement procedure in the bargaining agreement, designate section:
b) Attach a copy of the procedure	
	[See attached]
	DECLARATION
correct to the best of my knowle	ontents of this Notice to Negotiate and that the statements it contains are true and edge and belief. If this notice involves negotiations for a successor agreement rather certify that an exact copy of the current collective bargaining agreement (check one): a SERB.
Jeffrey A. Belkin	Representing: Cleveland State University
Juffy C. Bell	1-13-89 attorney
Signatyle (	Date Title
	OTIATE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE OMPLETED BY A REPRESENTATIVE OF THE INITIATING PARTY.
	PROOF OF SERVICE
certify that an exact copy of the	foregoing Notice to Negotiate has been sent or delivered to
Peggy Torzewski, Org	ganizer Representative
District 925 SETH	(Name and complete address of representative of other party to negotiations)
DISCILLUL 929, SEIU,	AFL-CIO, 614 W. Superior Ave., #852, Cleveland, OH 441 A
by Regular U.S. Mail	
13th	(Magner of delivery, e.g. regular or certified U.S. mail, hand delivery)
this /3 th day of	

**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:

JOB TITLE

**DEPARTMENT** 

**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

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

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

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

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

### NONPROFESSIONAL UNIT

Academic Advisor

Academic Advisor

Academic Advisor

Academic Advisor

Academic Consultant

Administrative Assistant

Arts & Sciences Advising **Business Administration** 

Education

New Student Center

Information Services & Technology

Advanced Manufacturing Center

Biological, Geological and Environmental Science

Cafeteria Contract

Counseling, Adm, Superv & Adult Learning

Communication

Conference Services

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

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

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

Field Supervisor

Financial Aid Administrator Financial Aid Administrator

**Grants Coordinator** Graphic Arts Specialist

Instructional Specialist

Graphic Designer Help Desk Rep Information Specialist Coordinator Instructional Media Specialist

International Student Advisor Internship Coordinator Keyboard/Instrumental Technician Lab Tech

Lab Maint Specialist Lab Manager Manager

Manager

Lab Tech

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

Engineering Computerized Programs Contract Administration Math

Biology & Geology

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

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

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

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** 

Dean Law

Dean Urban Affairs

Law Minority Recruitment 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** 

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 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

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 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 Life

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** 

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

Production Supervisor

Program Director Program Director

Programmer/Data Analyst Programmer/Data Analyst

Programmer/Data Analyst

Research Assistant 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 Department 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

unable to reach agreement with the assistance of the Federal Mediator by March 31, 1999, then the parties shall participate in mediation before the fact-finder appointed in this matter. Such mediation under the auspices of the fact-finder shall begin at the mutual convenience of the parties and the fact-finder, 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 Fact-Finder 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 fact-finding, 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-

### BELKIN, BILLICK & HARROLD Co., L.P. RELATIONS BOARD

COMMERCE PARK IV, SUITE 450

23240 CHAGRIN BOULEVARD

CLEVELAND, OHIO 44122

Jan 21 10 14 AM '99

(216) 831-3377 Fax: (216) 831-1326

JEFFREY A. BELKIN
JOHN T. BILLICK
LINDA HAUSERMAN HARROLD
LESTER W. ARMSTRONG
PATRICK H. LEWIS
SETH P. BRISKIN

January 19, 1999

State Employment Relations Board Clerk's Office 65 East State Street, 12<sup>th</sup> Floor Columbus, OH 43215-4213

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.

Very truly yours,

Seth P Briskin

SPB/njw

**Enclosures** 

CSU\SERB2.ltr



State Employment Relations Board



65 East State Street, 12th Floor Columbus, Ohio 43215-4213 (614) 644-8573

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 correspondence 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.

Gincerely, Homas Worley

G. Thomas Worley

Administrator, Bureau of Mediation

GTW:mer inip1/26/105p



FEB 23 10 44 AM '99

# QQ-MED-01-0036

DO NOT WRITE IN THIS SPACE

### NOTICE OF APPEARANCE

١	TO ALL REPRESENTATIVES - INCLUDING PARTIES REPRESENTING THEMSELVES. The			
	Notice of Appearance and Proof of Service must be completed. Submit one (1) signed original			
۱	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			
ı	REPRESENTATIVES REQUIRES A NEW FILING OF THIS FORM.			
	In the Matter of Cleveland State University			
i	In the Watter of			
	and/v District 925, SEIU, AFL-CIO			
Ī				
I	During the processing of this matter, District 925, SEIU, AFL-CIO			
١	(Name of party to be represented)			
	will be represented by the following person:			
	Peggy Torzewski Organizer Representative			
Ì	(Name) (Title, if applicable)			
	(Firm, if applicable)			
	614 West Superior Ave. #852			
(Address)				
İ	_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			
I	Jeffrey A. Belkin, Attorney for Cleveland State University			
(Name and complete address of other party(ies) to action)				
I	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.			
	day of <u>restainty</u> , 1935.			
	Hegan Dewski			
	(SIGMATURE)			
Ř.	vised ERB 1004 (12/95)			



DEBORAH SCHNEIDER

ANNE HILL Secretary-Treasurer

President

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



STATE EMPLOYMENT RELATIONS BOARD February 19, 1999

FEB 23 10 44 AM '99

Mr. G. Thomas Worley, Administrator Bureau of Mediation State Employment Relations Board 65 East State Street, 12<sup>th</sup> Floor Columbus, Ohio 43215-4213

> RE: Case No. 99-MED-01-0036 District 925 and Cleveland State University

Dear Mr. Worley:

Enclosed please find a Notice of Appearance for the above-referenced 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,

Peggy Torzewski

Organizer Representative

### **Enclosures**

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

STATE EMPLOYMENT RELATIONS BOARD

### LETTER OF AGREEMENT

FEB 23 10 44 AM '99

Between

CLEVELAND STATE UNIVERSITY

99-MED-01-0036

And

### 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:

Cleveland State University Administration

SEIU District 925

Date

Date

### 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

unable to reach agreement with the assistance of the Federal Mediator by March 31, 1999, then the parties shall participate in mediation before the fact-finder appointed in this matter. Such mediation under the auspices of the fact-finder shall begin at the mutual convenience of the parties and the fact-finder, 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 Fact-Finder 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 fact-finding, 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;

- Upon receipt of the fact-finder's report, each party shall have seven (d) (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
- each party shall have an additional period of forty-eight (48) hours to (e) notify the State Employment Relations Board of the action taken by that party.
- If a settlement between the Union and the Administration is not reached as a result C. 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 SERVICE EMPLOYEES' CLEVELAND STATE UNIVERSITY INTERNATIONAL UNION, DISTRICT 925 **ADMINISTRATION** By: By: By: CSUADR Proced



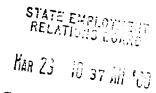
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99-MED-01-0036

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## NOTICE OF **APPEARANCE**

TO ALL REPRESENTATIVES - INCLUDING PARTIES REPRESENTING THEMSELVES. Th			
Notice of Appearance and Proof of Service must be completed. Submit one (1) signed origina 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/y Garaina Dualescent Intermedianal Union District 025 and GTO			
and/v. Service Employees International Union District 925, AFI-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:			
Peqqy Torzewski Organizer Representative			
(Name) (Title, if applicable)			
(Firm, if applicable)			
614 W. 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			
bu D Parata Harris D C (C ) Harris M H 12 12 1			
by Regular U.S. Mail Certified U.S. Mail Hand Delivery-Overnight			
this 23rd day of March 12 2000			
this 23rd day of March, 12 2000.			
Leggy treush.			
(SHCHATURE)			
vised ERB 1004 (12/95)			



### 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



ERB (004 (12/95)

	DO NOT WRITE IN THIS SPACE
Case No	D.
99.	-MED-01-0036

# NOTICE OF 10 41 AM '00 APPEARANCE

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. Service Employees International Union District 925				
During the processing of this matter, SEIU District 925				
(Name of party to be represented)				
will be represented by the following person:				
Will be represented by the rone wing personn				
Peggy Torzewski Organizer Representative				
(Name) (Title, 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				
z score pellein. Attorney for Cleveland State University				
Jeffrey Belkin, Attorney for Cleveland State University (Name and complete address of other party(les) to action)				
23240 Chagrin Blvd., Suite 450 Cleveland OH 44122				
by 🖸 Regular U.S. Mail 💆 Certified U.S. Mail 🚨 Hand Delivery				
this 3rd day of April ,xxx 2000.				
Jeggy Johnson				
/ / / WICHATURE				



### VIA FACSIMILE AND CERTIFIED U.S. MAIL

April 3, 2000



Mr. George M. Albu, Administrator Bureau of Mediation State Employment Relations Board 65 East State Street, 12<sup>th</sup> 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<sup>th</sup> 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,

cc:

Peggy Torzewski Organizer Representative

Nancy Cribbs
Joseph Nolan
Jeffrey Belkin
Gail Marredeth
Robert Stein

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



STATE-EMPLOYMENT

00-MED-01-0036

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# Agreement

between the

Piqua City School District

and the

Piqua Education Association

August 1, 2000 to July 31, 2002

99-med-01-2036



### STATE EMPLOYMENT RELATIONS BOARD

2001 JAN 16 A 9: 38

SERB 65 East State Street 12<sup>th</sup> Floor Columbus, OH 43215-4213

January 11, 2001

DATE:

RE: Cleveland State University Labor Agreement with SEIU District925

DEBORAH SCHNEIDER

ANNE HILL Secretary-Treasurer

Enclosed you will find (2) two copies of Cleveland State University's signed labor agreement with SEIU District925.

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 District925 (216) 566-0117 ext. 210.

SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO, CLC

1419 Hancock Street #201 Quincy, MA 02169 617.770.2925 Fax: 617.689.3218

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2900 Eastlake Ave. E. #230 Seattle, WA 98102 206.322.3010 Fax: 206.322.6842 Samua

Sincerely,

Tamera Slaughter Administrative Support

Cc: P. Torzewski

File

/tts

99-meD-01-6036

STATE EMPLOYMENT RELATIONS BOARD

2001 JAN 16 A 9:38

**AGREEMENT** 

Between

**CLEVELAND STATE UNIVERSITY** 

and

SERVICE EMPLOYEES INTERNATIONAL UNION
District 925
AFL-CIO





Effective July 1, 1998 through June 30, 2001