AGREEMENT BETWEEN

CLEVELAND STATE UNIVERSITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199 WV/KY/OH, THE HEALTHCARE AND SOCIAL SERVICE UNION, CTW/CLC

November 1, 2014 through October 31, 2017

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ARTICLE I
PURPOSE

This Agreement entered into between CJe, elund St.ttc 1!ni,cr-.it}, hereinafter referred to a" the ·univer ity" or the "Administration," and Service Employees lntern,llional Union District I I99 WV/KY/OH-the Health Care and Social Service Union, CTW/CLC, hereinafter referred to as the "Union," and con titutes a binding agreement between the parties.

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

ARTICLE 2
RECOGNITION

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

Section 2. The bargaining unit shall consist of full-time professional employees and part-time professional employees with annualized full-time equivalent (FfE) 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, FfE 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, and shall send a copy of the list to the SEIU District 1199 Executive Board Member/Chair and the SEIU District 1199 Administrative Organizer on or about April 30, 2015.

Section 4. Where used in this Agreement, the term "employee" includes all employees of the SEIU bargaining unit except where specifically stated.

Section 5. Whenever a male or female pronoun or adjective is used, it refers to persons of either sex.

ARTICLE 3
NO-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. Both the Univcrsit} and the Union recogni1e their rc,.pcctivc responc.ibilitiefor non-dbcrimination under Federal and State ci\'il rightla'A ,., fair employment practice acts. and other simil.tr 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 (including pregnancy), age, veteran or military status, genetic information or disability and for other reasons such as sexual orientation, gender identity and/or expression, political or employee organization, marital status or parental status.

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, upon its written request, with a copy of the Integrated Postsecondary Education Data System (IPEDS) workforce data report that is submitted to the Department of Education.

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 the laws applicable to public sector employees in the State of Ohio.

The University and Union agree that 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 or non-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 Jaws and/or Fair Employment Practice Acts and any claims of discrimination based on sexual orientation, gender identity and/or expression shall not be processed through the grievance procedure set forth in this Labor Agreement. Such claims shall be first discussed by the claimant with the University's Office for Institutional Equity as a means ofachieving 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 for Institutional Equity. The claimant and respondent shall have access to the resources available through the University's Office for Institutional Equity.

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 tmditional busine!'ls hour. unleothcnvi!\e cxpre--l y agreed by the Union and the Uni\ r.,it).

ARTICLE4
NO STRIKE/NO LOCKOUT

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

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

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

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

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

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

ARTICLE 5
MANAGEMENT RIGHTS

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

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

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

protocol.'...'.erviccs and requirement.., intended to protect the health. <,afety and welf,m:of .'.tudent . emplo ecand mcmher!> of the Uni\crsit) community:

B. Direct, !>Upervisc, train. e\aluatc. and hire employee!>:

C. Maintain and improve the efficiency and effectivcnes of Univer..ity operations;

D. Determine the overall methods, processes, means or personnel by which University opemtions are to be conducted; determine the Univer!>ity's goals, objectives, programand services;

E. Suspend, discipline, demote, or di charge for just cause, or lay off, transfer, assign, !-.chedule, promote or retain employees;

F. Determine the size and composition of the workforce;

G. Determine the overall mission of the University as a unit of government;

H. Effectively manage the workforce;

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

J. Join and/or partipate in any shared services arrangements, public-private or public partnership agreements, council of governments or other service delivery or program performance models that contribute to the efficiency, effectiveness, economy or enhancement of University operations.

Further, and only as limited under this Agreement, the University retains all rights, expressed and reserved, to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the University.

ARTICLE 6
CHECKOFF AND FAIR SHARE FEES

Section I. 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 i., made together \\ith a Ji.,t of the member.., of the barg..tining unit paing .,uch due., or fee-. by p..tyroll deduction. and upon receipt the Union !-.hall a-;-.umc full re..,pon-.ibilit) for the di.,po..,ition of all fund!-. deducted.

Section 5. The Union hall furnih the name, title, and addrcof the authorized per...on 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 harmles against any and all claims, demand-;, 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 purpoe 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 an electronic means of distributing information about the Union 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:

(I) 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 7
UIOREPRESE TATJOi\:

Section 1. GricvJ nce!-.. Union oiTicer/delega tc'i may ‹ltlend and re pre'ient an employee during worl.. ing hours at grievance hearingand other meet ings called by Administration \Vhere either the Administration requc5ts a union rcpresemative or an employee is emitted to union representation under this Agreement and he/she requests a representative. A union officer/delegate must request and receive the approval of their supervisor prior to the conduct of such Union business. Upon obtaining prior approval from his/her supervisor, the officer or delegate shall be permiued to auend grievance hearings and other permitted meetings without loss of pay. If an officer/delegate abuses any or all of the privileges of this Section 1, such privileges shall be removed by the University. No more than two (2) union representatives may attend and represent an employee at a grievance hearing or attend other permitted meetings unless otherwise mutually agreed. Both the union and the University shall designate one (1) representative to be the chief spokesperson at the beginning of each meeting. All other union meetings or business, including preparation necessary to process grievances, shall be done during non-working time and without pay or benefits.

Section 2. Release Time. In order to enable the Union to better discharge its duties and responsibilities as the exclusive bargaining agent and to maintain the continuity and consistency of University operations and services, 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 shall be only for those purposes authorized by this Agreement and will require the prior approval of the employee's supervisor. Such requests shall not be unreasonably denied.

B. Members of the Union's Executive Board may attend monthly meetings that may be scheduled during working hours subject to the operational needs of the employee's department. To the extent reasonable and feasible, every effort should be made to accommodate and rearrange the work schedules of such employees, up to a maximum of a one (1) hour schedule adjustment in addition to any lunch hour adjustment, so that they may be able to attend the meetings.

C. The University shall provide paid release time to up to seven (7) Negotiating Team members identified by the Union to attend contract negotiations. The Union will inform the University which members of its negotiating team will use this release time at least two (2) weeks before the first contract negotiation session.

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 Univer ity shall provide furnished .,pace at the University at no c.:ot to the Union to he utilized h) the Union for an office. The office hall have free internet access. The Uni\t:r-.it) hall pro\ ide free local telephone crvice and telephone equipment.

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

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

Section 8. E-mail Account / Phone Listing. At no cost to the Union, the Chapter will be provided with: an E-mail account, a link for maintaining a web page accessible on the World-wide Web, a cable connection to the University computer network, and a listing of SEIU/District 1199 office telephone numbers in the University Faculty/Staff Directory with the name: "SElU/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 II. Agreement Copies. This Agreement shall be maintained on the Human Resources Department website and accessible to all bargaining unit employees.

Section 12. Committees. Union representatives appointed to University committees shall receive paid release time for attendance at committee meetings scheduled during their regular work hours.

Section 13. Notification.

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

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

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

Section 14. Information. The University shall provide to the SEIU District 1199 Executive Board Member/Chair:

A. Notification of all position announcements for bargaining unit positions at the time of the posting of the position.

B. One copy of the agenda and materials for all Board of Tnl'.. tee-. meetings and Board committee meetingwhen the) arc (.li-.tributed to other Board member.... After minute'> arc apprO\cd. the SEIL" Di'>trict 1199 Executi\c Board Member/Chai r shall rccci\'c one copy of minute... for each Board or committee meeting.

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

Section 15. New Employee Orientations. A Union repre entative will be afforded time with new bargaining unit employees during the new employee orientation process for orientation to the Union and this Agreement.

ARTICLE 8
GRffiVANCEPROCEDURE

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 defined as a dispute or disagreement concerning the alleged misapplication of, misinterpretation of, or failure of compliance with specific provision(s) of this Agreement. 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 I 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 statement indicating a settlement of the grievance. A resolution of a grievance at Step 1 shall not be precedent setting. The Department of Human Resources, the employee's Department Head or other appropriate administrator, and the Union shall be notified of any Step I meeting and any subsequent adjustment by the designated supervisor if a Human Resources 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 I 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 I, 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 gric\an<.:e can be initially ubmirted b) the U nion or grie\ant to the Vice Pre...,idcnt for Business Affairs and Finance or de[]ignce withi n ten (10} \\ork.i ng d,t}..., of the !'IU!-.pen ion or di…charge.

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

Section 3. Mediation. The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service ("FMCS") or through a private mediator mutually appointed by the parties, within the thirty (30) calendar day period at Step 3, prior to written notification by the Union to the Vice President for Bu iness 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. 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. Each party may reject one American Arbitration Association panel of arbitrators.

B. *In* the event a matter proceeds *w* 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.

C. 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 rc\ ie\ving and settling grievancebetween the Univero;ity and the Union and/or between the Univcr!'lity and an cmploycc(s). and h} in\·ol-.ing thio, procedure, the Union and the Uni\er!.it)r waive the right to litigate or resolve such grie\·ancc!. in an} other forum or b) an} other procedure. All deci ions of urbitrulOrs and ull pre-arbitration grie\ ancc cttlcmenb reached b) the Union and the University shall be final, conclusive, and binding on the Universit), 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, all required by the Ohio Revised Code Chapter 4117 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 or electronic mail to meet any deadline herein specified.

B. Whenever possible, hearings and meetings under this procedure shall be held during working time with no loss of pay or benefits to the grievant, the designated union representative and any necessary and required bargaining unit participants.

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. In a group grievance filing, each member of the group must be identified by name.

ARTICLE9
DISCIPLINARY ACTION

Section I. 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: (I) first written warning; (2) second

written warning: (3) suspension: and P) termination. Although the Uni\er'>ity f,l\Orprogrc!-.sivc discipline. nothing herein shall limit the right of the UniH:r it) to ue an) Or the disciplimtr) !:\tcp.... consistent with requirements of just cause, for any offense that is of such u eriou... na tu re that ue of progressive discipline is not appropriate or warranted.

Section 3. Due Proces!-1. All employees shall have the right to Union representation at all steps of the disciplinary procedure. For pre-disciplinary meetings, the Department of Human Resources will notify the employee, the SEIU District 1199 Executive Board Member/Chair and SEfU Dist rict I 199 Administrative Organizer with three (3) working days advance notice of the date and time of the meeting. The written notification will state clearly and specifically the nature of the problem and the proposed action, advise the employee of his/her 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 not later than two (2) working days of the originally scheduled date unless the parties agree on another date. Included with that notification will be documentation upon which the charges against the employee are based. The SEIU District 1199 Administrative Organizer 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. 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.

An employee may be placed on administrative leave pending the Administration's investigation of alleged misconduct. Placement on administrative leave status does not constitute disciplinary action. If no disciplinary charges result from the investigation, the employee shall be returned to regular duty status without loss of pay or benefits.

Section 4. Employees have the right to appeal disciplinary action through the grievance procedure as set forth in Article 8. 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 issuance to the employee provided no further discipline for a similar infraction has occurred since that incident.

ARTICLE 10
PROBATIONARY PERIOD

Section 1. All employees shall be considered to be on probation for a period of one (l) year from the date of hire in a bargaining unit position. Employees promoted, transferred or displaced from one SEIU bargaining unit position to another SEIU bargaining unit position shall not be required to serve a probationary period. The probationary period may be extended for up to ninety (90) calendar days beyond the expiration date of the original probationary period provided the University sends notice of the extension to the Union prior to the expiration date of the original one year 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

hecorne.., a memher of the bargaining unit after one (I))ear in the "arne position. in accordance \\'ith Art ide 2 (Rcwgniti on), shall have time spent in uch po-.ition <.:rcditcd tO\\ ard „atisf) ing the probationary period for the parti<.:ular job involved.

Section 2. If an employee is discharged or quit\\h ile on probation and ilater rehired, he/he shall be considered a new employee and subject to the above provision.

Section 3. If possible, new employees hall 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 approximately (90) days before the end of the probationary period. The employee's receipt of a performance improvement plan, written disciplinary action or other written document evidencing performance deficiencies may substitute for the written evaluation.

ARTICLE 11
PERSONNEL FILES

Section I. All personnel files in the University are public information. The Department of Human Resources 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. Jndi vidual 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. No anonymous letters of commendation or complaint shall be placed or maintained in an employee's Personnel File. Electronic database storage of any employee information may substitute for and be used in lieu of a written document specified in this Article.

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 sec an employee\ file('-) mu:-.t be made in writing. An employee whose file hJs been requested by a third parl) -.hJII be immcdiatCl) notified m \Hiting of the requc"t \\ ith the exception of a confidential rcquc-.t from an agcnc) dul) uuthori1cd to mak.e said reque t. The reque t for .tcccss shall not he complied with until one (I) \\Ork.ing day after the notification ha" been gi'en to the employee whose file has been reque ted with the exception of a gmnd jury subpoena or other court or law enforcement request requiring an immediate response. A member of the University's Human Resources office shall be present whenever any person outside of the Human Resources office is examining a file in person. The person requesting to access a personnel file shall view it in person, whenever possible.

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 conrracts, 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 actions;

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

Section 10. If an employee disputes the accuracy, relevance, timeliness, or completeness of the information contained in her/his Personnel File, he/she may request the Vice President for Business Affairs and Finance or designee to investigate the current status of the 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 II. Other files: Nothing in this policy precludes the maintenance and retention of individual information dealing with routine matters such as payroll records, fringe benefit, worker's compensation records, medical information, leaves of absence, I-9, and citizenship status records.

ARTICLE 12
LABOR/MANAGEMENT COMMITTEE

Section I. The Labor/Management Committee shall meet to discuss matters of mutual concern. The meetings will be held every month for up to one and one half (1 *1/2*) 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. An additional University representative, as well as the SEIU District 1199 Administrative Organizer, may participate in Committee meetings and shall be full members of the Committee when in attendance, and each will notify the other party when planning to attend. 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 June 30, 2015.

ARTICLE 13
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. The Human Resources Department shall notify staff of its decision to utilize either a calendar year or fiscal year evaluation schedule.

The process and schedule for completing the performance evaluation process shall be governed by the University's *Professional Staff Perjonnance Evaluation Procedure.*

Section 2. If an employee has been reassigned to a new supervisor within three (3) months 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

pcn.on. thoc;e upcn·i-.orshall complete the evallhtlion together.

Section 3. The emplo)ce's electronic , o,ignaturc doc, ,, not indicate agreement \\. ith the content of the C\aluation. The emplo)ce -.hall ha\c the right to clcctronicall) rc pond to comment-. made on the employee's evaluation and to ha\'e thoe comment-. attached w the C\aluation 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 the meeting in which the supervisor delivers the evaluation to the employee.

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: Upon the employee's request, the Union shall be provided with a copy of any bargaining unit employee'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. Two (2) management representatives 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 if requested by either the University or the Union.

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 14
JOB CLASSIFICATIONS

Section 1. New Job Classification.

A. The SEIU District 1199 Executive Board Member/Chair will be notified electronically of the posting of any new positions in the professional staff no later than the first day of the posting or advertising for the position. The notice shall include the relevant information related to the position. At the Union's request, the University and the Union shall meet and discuss the inclusion and/or

cxclu"ion of <;uch position within the bargaining unit and. if\\ ithin the unit. appropriatcnesof the '\alary grade.

B. If the new poi.tion ic, included in the hargaining unit and the Univer!'> ity and the Union &.agree as to the appropriatenes of the alar} grade, the Union can file a grievance to Step 2 of the grievance procedure. If the matter goeto 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 cla ;sification 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 but not later than fifteen (15) working days following the posting of the position, 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. 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 may add other bargaining unit duties that are not related to the basic function and responsibility of a position. The Union and the employee will be notified in writing as soon as possible but not less than six (6) working days 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. Initiation of the reclassification review process is subject to a department/unit's ability to fund any potential salary increases. If the department/unit head does not have a current ability to fund a potential salary increase resulting from the reclassification review process, the reclassification request will be denied without further review. If no additional funding is available, the additional duties that incurred the reclassification request will be eliminated.

B. A request for reclassification may be submitted to the Department of Human Resources by an employee, 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 by the employee to Human Resources and the SEIU District 1199 Executive Board

Member/Chair. The Request Form i.; <nailable through Human Resourceor at Hum..tn Re ourcc<;' \\.eh page through the Uni\cr-.it)'!\ \\Ch o.,ite. To he eligible for a rccl,,c;ific..ttion re\ iC\\, an employee mut be performingignificant additional \\ark of a higher le\cl and/or broader scope or repon ibility. The dutie<; mu<;t be a continuing and recurrent p..trt or the cmplo)ce's joh duticand not temporary or infrequent job requirement. Ordinarily, the employee will need to perform the significant additional duticfor a period of four (4) months to be eligible for a reclassification review although that time period may be reduced or extended to no more than six (6) montlat the discretion of the Department of Human Resources.

Once operational, audit/reclassification requests shall be submitted using the online position management system (PeopleAdmin) rather than the form described above.

C. As part of the reclassification review process, Human Resources 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 Human Resources his agreement with or identify any substantive disagreements about the job description. Following receipt, Human Resources 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 apply.

D. Human Resources will issue a written decision on the request to the employee, the SEIU District 1199 Executive Board Member/Chair 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 employee's job grading scores and point totals before and after the reclassification request shall be available to the employee upon request. The affected employee and/or the supervisor/department head may submit an appeal. A written appeal must be submitted to the SEIU District 1199 Executive Board Member/Chair and the Director of Compensation for review within ten (10) University working days of the employee's receipt of the Human Resources' written decision. The appeal review process is limited to the salary grade determination. 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 SEIU District 1199 Executive Board Member/Chair and the Administrative Organizer, the supervisor/department head, and Human Resources within that time period. Prior to convening, the members of the Reclassification Review Committee will be provided with the employee's job grading scores and point totals before and after the reclassification request, and the scores of other positions Human Resources utilized in its analysis, if any.

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

2. The deci'>ion of Hum,m Re.,ource., shall be affirmed by the Recla<;silication ReviC\\ Committee unless the cmplo}ce can prm e there ni o r..tlional ba"i" for the rcchl\'\ifit:ation determination and that the determination wa!-1 arbitrary and capricious.

3. A majority decision of the Reclasification Review Committee hall 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 appeal shall be considered denied and that result will be final and binding upon the employee, the Union and the University.

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

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

G. 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 Human Resources.

H. Salary changes resulting from a reclassification are addressed in Article 16, Salary, Section 6.

ARTICLE 15

HOURS OF WORK

Section 1. This Article is in accordance with the Fair Labor Standards Act (FLSA).

Full-time FLSA -overtime exempt professional employees: are employed on a salaried basis. The full-time job assignment normally requires forty (40) hours per week, assigned according to the operational needs of the department. FLSA-exemptlsalaried professional employees may be expected or assigned to work more than forty (40) hours in a given week if necessary to complete the responsibilities of the department. These employees are not eligible to receive overtime pay; however, the supervisor may allow for a temporary work schedule adjustment. Additionally, for hours worked in excess of forty eight (48) in a work week, employees may earn compensatory time hour per hour. An employee requesting to earn compensatory time must submit a written request to the supervisor in advance of working the overtime.

Part-time FLSA-overtime exempt professional employees: The part-time job assignment is between twenty (20) to thrity-nine (39) hours per week, assigned according to the funding sources, and operational needs of the department. These employees are not eligible to receive overtime pay; however, the supervisor may allow for a temporary work schedule adjustment. Additionally, for hours worked in excess of forty eight (48) in a work week, employees may earn compensatory time hour per hour. An employee requesting to earn compensatory time must submit a written request to the supervisor in advance of working the overtime.

Full-time FLSA –non-exempt profes<.,ional employee: are employed on an hourly basic;;. The full-time joh as ignment normally requires forty HOl hourper week, a igncd according to the operational need-. of the department. In accordance with FLSA, all hours in active pay status in excess of forty (40) hours in any one work week (Sunday through Saturda)) hall be paid at the rate of time and one-half (1-J/2) the employee's regular rate of pay or in the form of compensatory time. The selection of compensatory time, overtime premium pay or schedule adjustment shall be determined by the employee's supervisor based on the operational needs of the department.

Part-time FLSA-non-exempt professional employees: are employed on an hourly bac;;is. The parttime job assignment is between twenty (20) to thirty-nine (39) hours per week, assigned according to the funding sources, and operational needs of the department. All hours in active pay status worked in excess of the "normal schedule" shall be paid at straight time or compensatory time on an hour for hour basis in increments of .5 hours. All hours in active pay status in excess of forty (40) hours in any one work week (Sunday through Saturday) shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay or in the form of compensatory time. The selection of compensatory time, overtime premium pay or schedule adjustment shall be determined by the employee's supervisor based on the operational needs of the department.

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. 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 ninety six (96) 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. On-Call. Employees who are required to respond to an on-call communication due to an operational emergency shall earn compensatory time in .5 hour increments.

Section 4. FLSA-exempt/salaried professional employees who work less than forty (40) hours in any workweek shall not have their salary docked; but their accumulated compensatory time. if any, accrued sick time when appropriate and accrued vacation may be docked accordingly. In the event a

professional member has no accrued compcn"atory, .sick or \'acation time. he/she may have hi" /her pay dod.ed for full \\ orkda) ab!-.en<.:es.

Section 5.

A. Compensatory time under thiArticle 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.

Any compensatory time accumulated by FLSA non-exempt/hourly employees under this Article must be used within one (1) year of the week it is earned or it will be paid.

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. The University may require the use of earned compensatory time prior to use of accrued vacation time. However, this would not apply when an employee's vacation balance is greater than 200 hours, to ensure the employee avoids losing vacation hours due to the maximum annual vacation leave carry-over (240 hours).

Section 6. Lunch Break. Employees scheduled to work (8) or more hours in a workday shall be entitled to one (1) hour unpaid break during their workday. The scheduling of this break shall be consistent with the operational needs of the department. Employees are not authorized to work during this break, unless supervisory approval is obtained in advance, and/or it is mutually agreed upon between the employee and supervisor.

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

ARTICLE 16

SALARY

Section 1. Salary Pool

1. The total salary pool for wage increases effective July I, 2014 is 2.0% allocated as an across-the-board base salary increase as described in Section 2.
2. The total salary pool for wage increases effective July 1, 2015 is 2.5% divided between across-the-board and merit pay base salary increases as described in Sections 2 and 3.
3. The total salary pool for wage increases effective July I, 2016 is 2.5% divided between across-the-board and merit pay base salary increases as described in Sections 2 and 3.

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

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

be eligible for a merit increa e. the employee muM have completed six (6) months continuou-. employment in a permanent or funds available status position.

B. The empl oyee must be employed b) the Universit) at the time of disbur cmcnt of the across-the-board and merit pay base salary increases.

Section 2. Across-The-Board Base Salary Increase

1. Effective July I, 2014, employees with a continuous employment date on or before April I, 2014, shall receive a 2.0ft across-the-board base salary increase.

A. Effective July I, 2014, the salary range for each salary grade effective October I, 2013, shall be increased upward by the across-the-board increase percentage 2.0% as shown in Appendix B for non-technology positions and Appendix C 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% across-the-board increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the employee leaves employment with the University during the fiscal year, s/he will be paid that portion of the lump sum for the period in which s/he was in active pay status. If a portion of the increase is above the maximum of the salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.

2. Effective July 1, 2015, employees with a continuous employment date on or before April!, 2015, shall receive a 1.5% across-the-board base salary increase.

A. Effective July 1, 2015, the salary range for each salary grade effective July 1, 2014, shall be increased upward by 1.5% as shown in Appendix D for non-technology positions and Appendix E 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 across-the-board increase percentage 1.5% increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the employee leaves employment with the University during the fiscal year, s/he wilJ be paid that portion of the lump sum for the period in which s/he was in active pay status. If a portion of their increase is above the maximum of their salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.

3. Effective July 1, 2016, employees with a continuous employment date on or before April!, 2016, shall receive a 1.5% across-the-board base salary increase.

A. Effective July 1, 2016, the salary range for each salary grade effective July 1, 2015, shall be increased upward by 1.5% as shown in Appendix F for non-technology positions and

Appendix G for technology po.,ition.,. and employees \\ ho!->c salarie., are beiO\\ the new range shall h,.t\c their <.,ahtrics adjusted to the minimum of the appropriate !->alary grade prior to the application or any other ...alary increases.

B. Employees whose salaries exceed the maximum of their grade (redlined) hall receive their across-the-board 1.5% increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the employee leaves employment with the University during the fiscal year, s/he will be paid that portion of the lump sum for the period in which s/he was in active pay status. If a portion of their increase is above the maximum of their salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.

Section 3. Merit Pay Salary [ncrease

J. Effective November 1, 2015, the University shall provide 1.0% oftota1 base Fiscal Year 2016 bargaining unit salaries for a merit pay base salary increase.

2. Effective November I, 20 l6, the Universily shall provide 1.0% of total base Fiscal Year 2017 bargaining unit salaries for a merit pay base salary increase.

r\. Special Eligibility Reguirements

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. Employees must be hired by January 1 to be eligible for a performance adjustment effective November 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.

B. 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.

In a case where application of the merit increase results in the salary exceeding the maximum of the grade (redlined), the employee shall receive the merit increase in the form of a lump sum payment.

- Fiscal Year 2016 – The total amount of salary increases for employees with an "Outstanding" or "Exceeds Expectations" ratings cannot exceed an amount equal to l.O% of total base Fiscal Year 2016 bargaining unit salaries.

- Fiscal Year 2017 - The total amount of salary increases for employees with an "Outstanding" or "Exceeds Expectations" ratings cannot exceed an amount equal 1.0% of total base Fiscal Year 2017 bargaining unit salaries.

- E< ch rati ng categor) \Viii have a JlJ.t dollar lmard amount \\hich will he calculated accordingly. ba-;ed on the rating!'distribution. Employees with an ··out tanding" or ··Exceeds Expectations" rating \\iII ha\e the corre!-ponding flat dollar amount added to thci r base salary. These tlat dollar adjustment<> will be prorated ba ed on each employee-FfE.

Section 4. Technolo2y Positions. Positions that are compensated under the Technology Scales in Appendix C Appendix E, and Appendix F are listed in Appendix H.

Section 5. Lateral Changes in Position. A lateral move is defined as the movement from one position to another in the same salary grade. In such cases, the employee's salary remains the same, unless the new position meets the criteria for an in-grade promotion.

Section 6. Pay upon Promotion or Reclassification.

A. Promotions are defined as advancement to a job with greater duties and responsibilities in the same grade (in-grade promotion) or a higher salary grade, where the degree of skill, effort and responsibility is significantly greater than the employee's previous position.

Upon promotion, an employee will receive a salary adjustment effective the date of promotion to the new position. The promotional adjustment is an increase of not less than 3% in base pay, but not less than the minimum of the new salary range, which is greater. The award (and amount) of any increase beyond 3% or salary grade minimum shall be at the discretion of administration and shall not be grievable.

When a position is reclassified and an upward change in grade or an in-grade promotion is the final result, the current salary of the incumbent will be adjusted in accordance with the guidelines governing promotional increases.

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

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

Section 7. If an employee is involuntarily demoted to a position in a salary grade lower than the one currently held, and if the employee's current salary is above the maximum of the lower position's salary range, then the employee's salary will be reduced to the maximum of the lower salary grade's range, effective on the first day in the position. Otherwise, the employee's salary will remain the same. The move to a lower salary grade will not affect the employee's entitlement to any other increases in compensation that may be applicable.

If an employee applicfor and receive., a po'>ition in a salary grade lower than the one currently held. the employee's salary shall he decreased to the maximum of the ne\\ salar} grade. An cmplo)ee's ne\\ s.tlar) cannot excectl the amount the department has budgeted for the position. The mo\e to a lO\\er >ttlar) grade will not affect the employee's entitlement to any other increa..t-tes in compensation that ma} 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 adju!-tt salaries. Such adjustments will be ba'>ed on survey data or other facts documenting the threat to retention or inability to recruit at current salary levels. The University shall provide the SEIU District 1199 Executive Board Member/Chair or designee with supporting documentation prior to the effective date of the market adjustments. The award (and amount) of any market adjustments shall be at the discretion of administration and shaH not be grievable.

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 shall provide the SEIU District 1199 Executive Board Member/Chair or designee with supporting documentation prior to the effective date of the equity adjustments. The award (and amount) of any equity adjustments shall be at the discretion of administration and shall not be grievable.

Section I0. 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. Summer Teaching. Full-time, 9, and lO month contract employees who do not have a regular summer and/or intersession teaching assignment as part of their official job duties may teach a summer and/or intersession course(s) and shall be compensated at the department or college rate applicable to adjunct instructors. Full-time, 12-month professional staff members who have

a ...ummcr and/or intcr.,cssion teaching as!-lignment a" p.trl of their regular job duties and who accept an overload cou rc(!-1)halt be paid for the overl o.1d wur...() at the department or college rate applicable IO adjunc t imtructon. A departmen t or col lege retains the sole discreti on to p<1y an amount in exces'i of the adjunct rate for ummer and/or inter cs ion teaching based on factor., such as special qualifications, experience and prior teaching performance.

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

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

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

Section II. 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 I, 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 ll.A., above, and Appendix I, Procedure and Qualifications for Appointment and Promotion of Bargaining Unit Librarians in Rank. The base salary of librarians receiving a promotion in librarian rank will be augmented 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): $3,000

2. Sr. Assistant Librarian (salary grade 6) to Associate Librarian (salary grade 7): $4,200

3. A'>„ociatc Librarian (..,ai<lry grade 7) to Libr..trian (<>alary grade 8): $6.000

C. In October of an} }ear, A.., i..,tant Libr,lrian.... Senior A'><>ist.mt Libr•u·iJn..,, and A -;ociatc Librarians may appl) for promotion to the next higher rank. in accordance \\ ith the procedure., outlined in Appendix l. Librarians arc also eligible to apply for promotiom, reclassificationand in·grade promotions in accordance with Article 1-+ 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 16, Section ll.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 17

INSURANCE

Section 1. The University will make available to eligible full time employees and Group I and II part time employees, pursuant to Article 18, with an appointment of six (6) months or longer a comprehensive program of employee health benefits including medical, prescription drug, dental, vision and long-term disability coverage and an employee assistance plan.

The University will extend medical, prescription drug, dental, vision coverage and the 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. The granting of such benefits by the University must be consistent with all other provisions and limitations of this Agreement and with applicable laws and regulations.

A. Employee Premium Contributions

During the term of this agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty percent (20%) of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental and vision plans will be established by the University at the beginning of each plan year-the July 1, 2015 through June 30,2016 and July 1, 2016 through June 30,2017 benefit plan years respectively-- based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g. the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July l, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017 respectively.

B. Level of Benefit

During the term of this agreement, the level of benefit of the University's medical, prescription drug, dental and vision plans, shall be maintained at a cumulative value of not less than ninety percent (90%) of the cumulative value of those plans as of July I, 2014. The cost of these plans will be determined by the University prior to the start of each plan year -- July I, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017 respectively-- based on the premiums for fully insured plans (or for self-insured plans rateequivalent to fully insured rates, e.g. COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the mot recent 12 month period and projected forward with generally-accepted health care inflation assumptions to the next benefit plan year. The University will determine the plan design and resulting level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2015 through June 30, 2016 and July I, 2016 through June 30, 2017 respectively.

Prior to determining the amount, allocation and differentiation of full time and part time employee remium contributions and changes in plan design and level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans), the University will confer with and consider the recommendations of the labor-management healthcare committee.

C. Wellness Incentives

The University will provide financial support for a comprehensive wellness program which supports the engagement of faculty, staff and their families in establishing a sustainable culture of wellness on campus.

The University wiJI continue to offer incentives for employees enrolled in the medical benefit plans based on wellness program participation and established individual wellness program outcomes.

D. Other

Prior to the open enrollment period for the July I, 2015 through June 30, 2016 plan year, the University will confer with and consider the recommendations of the labor-management healthcare committee, if any, regarding equitable methods for the allocation of employee premium contributions for the medical benefit plans that encourage healthy behaviors.

Section 2.

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 lst of each year to allow adequate time for any proposed changes in health insurance benefits to be implemented the following July Ist. 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.

8. 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 SEru, 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. 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.

D. Cost increases should encourage efficient and reasonable U!-.e of health care and promote wellne.,s (i.e.. a!-1 in generic substitutes. mail-ordt:r prl!!'!c.:ri ption. and prc\cnti\e care). The Unh crsity \\ill cndeuvor. within budgetary constraint.,. to educate the employeeahout the'ie muller.... The Health Cure Committee ma) a<i!.ist the University in the de\ elopmcm. content and format of progrtm., th.tt addres!. these issue.

Section 3. 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. Effective July 1, 2016, the taxable cash waiver option shall not be available to employees who are not then participants. For the term of this agreement, employees receiving the taxable cah waiver option payment as of July 1, 2016 will be grandfathered and will continue to be eligible for the waiver payment, while waiving coverage. 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 4. Life Insurance.

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

I. 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 Basic 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 full time and Group I part-time employees to purchase, on an after-tax basis, voluntary group term life insurance for themselves, for their spouses, and for their eligible dependent children. Group II part-time employees may purchase voluntary group term life insurance for themselves up to a maximum of $150,000. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

Section 5. Flexible Spending Accounts (FSA). The University will make available to full time and Group I part-time employees Medical Flexible Spending and Dependent Daycare Spending Accounts at the allowable per annum limit set by the plan document pursuant to Internal Revenue Code Section 125,

\\hich allow employees to et a.-,ide fund'\ on a pre tax ba-;i-, to pay eligible unrcimhur'>ed medical and dependent care expenses during the plm year.

Section 6. Lon!! Tcrrn Disabilit\ Jn-,urancc. The Uni\ersit)hall continue to provide a dabilit) 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 7. 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 18

PART T[ME 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: PartFime Employees

A. Group 1: 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 I7 applicable to the full-time employee taxable cash waiver option.

Effective July I, 2016, the taxable cash waiver option shall not be available to employees who are not then participants. For the term of this agreement, employees receiving the taxable cash waiver option payment as of July I, 2016 will be grandfathered and will continue to be eligible for the waiver payment, while waiving coverage.

Part-time employees who choose to enroll in the Opt-up v1s1on 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, basic accidental death and dismemberment and long term disability coverage for these part-time employees.

In addition. Group I part- time emplo)ecs 111.1) abo enroll in the folio\\ ing benefit.., pl.m:

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

Group I part-time employee-; 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 (Exclusive Provider Option Plan only) if and when available
2. Medical Flexible Spending Account
3. Dependent Daycare Aexible Spending Account 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.

ARTICLE 19

PAY CYCLES. AND VOLUNTARY RETIREMENT SAVINGS PLANS

Section 1. Pay Freguency. Non-exempt hourly employees are paid on a bi-weekly cycle. Exempt salaried employees on a nine-month academic year may elect to be paid in twenty-four (24) or eighteen (18) equal installments. Exempt salaried employees on a ten-month academic year may elect to be paid in twenty-four (24) or twenty (20) equal installments. Exempt salaried 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 cycles, and shall inform the Union, in writing, at least thirty (30) calendar days prior to such change.

Section 2. Voluntary Retirement Savings Plans.

A. 403(b) Retirement Savings Plan: The University sponsors a 403(b) Retirement Savings Plan for all employees. An employee may participate in the 403(b) savings plan by authorizing the University to make reduction from each paycheck. The University remits the contributions to the University approved investment provider designated by the employee. Employees may select and contribute to one approved provider at a time and may change the provider at any time during the year 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 investment providers according to Ohio legislation, University procedures and the 403(b) plan document.

B. 457(b) Voluntary Deferred Compensation Program: The University offers a voluntary 457(b) deferred compensation retirement savings program through Ohio Public Employees Deferred

Compcnation. Emplo ees rna) p..trtJctpatc b) contact ing Ohio Public EmplojeC Deferred Compcn ation IO establbh an accou nt and indicate reductiom from eligible pa) roll earning. The Uni\cr-.it) will process and remit reductions from payroll in accordance with Ohio Public Employee Deferred Compensution·s direction and Internal Rc\ cnuc Code requirement'>.

Section 3. Retirement Plan Partic ipation. All employees of the University are covered by the provisions of the Ohio Revised Code and participate in the Ohio Public Employee Retirement Sy tem (OPERS), the State Teachers' Retirement System (STRS) or, if eligible, an Alternative Retirement Plan (ARP). The University and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by State of Ohio legislation, OPERS, STRS and the Alternative Retirement Plan documents. The University shall pick up the OPERS, STRS and ARP contributions for each employee on a pre-tax basis.

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

ARTICLE 20

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	

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 V2) times the regular rate of pay for all hours worked in addition to the holiday pay.

ARTICLE 21

VACATIOi'! LEAVE

Section I. Vacation Leave. Full-time employee-; 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 20, (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. An employee's accumulated vacation time appears on the employee's paystub which is available via the online employee self-service website.

Section 6. Professional Staff Employees Who Teach and are on an Academic Year Work Schedule. Full-time professional staff employees who teach and 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/or other appropriate academic duties in accord with established requirements of the University.

ARTICLE 22

PAID LEAVES

Section I. 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, registered same-

sex domestic partner. d.tughter. son. mother-in-law. father-in-l.tw, brother-in-law. si ter-in-Jm,. daughter-in -law. son-in-law, grandparent, grandchild. Mcpp.trcnl!-l, .,tep chiltlren , de pen den1!'. of regi!-!tered .,ame-'\CX domestic partner. legal guardian, or other pcro;on \\ho !-.tand!-1 in place of a parent.

A. Accrual. Sick leave will accumulate at the rate of 1.25 day(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 hourworked ali compared to full-time employees.

B. Notification and Certification. For planned absences, consistent with Section of this Article, the employee must notify the appropriate supervisor and gain prior approvaL For unanticipated absences consistent with Section l 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 another State of Ohio agency to Cleveland State University, he/she may transfer a maximum of eighty (80) hours accumulated sick leave credits. 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. An employee who transfers from the University to another Ohio Public Agency will be provided, upon request, with certification of his/her remaining sick leave credits.

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 an employee's or immediate family member's illness or injury and extends beyond the accumulated sick leave balance, any accumulated vacation hours will be applied. 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 23 (Unpaid Leaves).

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

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

A. A full-time employee who elects to join the SLB mLt'lt h:ne accumulated at Jea...t eight) (80.0) hour... of o;ick leaH. A p..1rHimc emplo)ee mut h..l\e accumulated an amount proportionate to the percent of time or hour\\Orked in u two-weeJ... period a... compared to a full- time employee. A full-time cmplo}ec join.., the SLB by directing. in \\riling. the contribution of ten (10.0) hour:.. of' the member's accumulated sick leave into the SLB. A parHimc 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. Member hip in the SLB continues until the employee leaves the university or until there is a call for SLB donations and the employee does not properly respond to the call. Sick leave time donated to the SLB is not refundable.

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

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

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

D. 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.

E. The SLB committee shall consist of three (3) representatives appointed by the Union and three (3) representatives appointed by the University.

F. 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.

G. Time from the SLB may be granted because of continuous absence or intermittent absence as administered under the University's Family and Medical Leave Act Policy, due to non-work-related and non-chronic condition resulting from a catastrophic accident, injury or illness of the qualified employee or member of the qualified employee's immediate family for whom the qualified employee is the primary caretaker. Conditions caused by incidents covered by workers' compensation are not eligible for SLB time.

Section 3. Annual Mililan Rcscne Dut\:. Employee" who paruciputе in militJI"} rcscnc program-. are entitled to leave..., of ab-.cnce without lo-.-. of pay for a period or period-. not to exceed thirty-one (31) da)'i per calendar year.

Section 4. Judicial Leave. Leave with pay is granted when an employee is called for jury duty or is subpoenaed to tc<;tify as a witnes... 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 34 (Consuhing and Extramural Employment).

ARTICLE 23

UNPAID LEAVES

Section I. Sgecial Leave. In accordance with Section 7 of this Article, 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 has been granted disability benefits by the state retirement system (OPERS or STRS). The University will require medical verification of the disability. The employee shall continue to accrue seniority while on disability leave.

An employee who does not qualify for state retirement system disability benefits, but does qualify for benefits under the Long Term Disability program, or Social Security Disability benefits, may request a disability leave for a period not to exceed two (2) years. The University will 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 a'> to the need for a lea\e shall control. The expense... of the third doctor shall be borne equally by the emplo}ee and the Uni\er-.it}.

In addition to FMLA lc,l\ c. \\ here appli«:Jble. emplo}ee... may apply for ami ma} be gra nted an unpaid parental leave of absence for childbirth or adoption; or a erious illness or long-term personal emergency of the employee's child; or for the serious illness of an immediate family member as defined in Article 22 (Paid Leaves). 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 its amendments and regulations issued pertaining thereto. The University retains the right to implement policies and procedures consistent with the FMLA and compliant with this Agreement.

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.

A. 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 23 (Unpaid Leaves). The twelve (12) workweek FMLA Leave will be counted toward any total Extended Leave which is approved.

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)east 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

po,sible. It i'i undertoad that a m<Lximum of ten (I o) employee'will be granted such lea\e<; per)Car. Annuall) . up to ten (10) emplo}ee'm.t) be granted uch *u* lc:ne, and cumulati\el) uch lemcs shall not exceed thin) (30) \\Orking day▾ per year; no 'uch leJ\e hall exceed fi,e (5) con.,ecutive work. day... Thec leme'shJII not interfere with the nece ary operationof the University. Morco\er, it iagreed that approved leaves taken by the SEIU Di trict 1199 Executive Board Member/Chair and up to two (2) District 1199 Executive Board memberunder this provi'iion shall not be limited to five (5) consecutive work days and shall not be considered for purpo es of calculating the thirty (30) day limitation.

B. At the discretion of the University based on bona fide operational need, a post-probationary employee with at least one (1) year of service who accepts full-time assignment with the Union by election, appointment, or hire may be granted a leave of absence without pay and not to exceed one (1) year for said assignment without loss of seniority. Seniority and benefits shall not accrue during the employee's leave time. Such permission will not be unreasonably withheld. The employee and/or the Union shall make the request for the initial leave period at leac;;t 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. 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 the Department of Human Resources.

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

CO\CrJgC.

E. The Uni\er ity shall conLinuc BJ ic Life ln urancc co\'erage for .m employee \\hO become… dJ'o..thlcd and granted di..,abiltt) bencfih according to the prO\ i ion.., of the .'lt.He retirement system or the Long Term Di.;ability program for a period not to exceed three (3) yearJ...

ARTICLE 24

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 25

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 in a position that is currently in the SEIU bargaining unit. 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 SEIU bargaining unit after one year in those positions, in accordance with Article 2 (Recognition), shall be credited with seniority from the date of hire in the temporary position.

Employees hired prior to the ratification of the SEIU contract in May 2000 shall be credited for all University service in any regular full-time or part-time position from their date of hire to May 2000, unless service was broken. Beginning with May 2000, only SEIU bargaining unit service time will count and will be added to service credit accrued prior to May, 2000.

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

Section 2. Seniority shall be broken when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

C. I... laid off more than eighteen (18) month:

D. h ab..,ent withmn notice for three (3) con ecutivc work da)unlcfailure to ghe 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 leaves and is rehired into an SEIU bargaining unit position not more than one year following the date he/she leaves the bargaining unit shall retain SEIU bargaining unit seniority accrued prior to leaving but shall not accrue seniority between leaving and rehire.

Section 5. Among those with the same length of-SEIU bargaining unit seniority, 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.

ARTICLE 26

POSITION CHANGES AND POSTfNG

Section 1. Subject to the provisions of Article 27, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position with a regular full-time or part-time employee, the University shall post a notice of the opening containing all the relevant position information. The SEIU District l 199 Executive Board Member/Chair will be provided with notification of the new posting. The notice shall be posted for a minimum five (5) working days on the Department of Human Resources' website.

There are times when the University may need to fill a vacancy on an expedited basis due to a pressing operational need or the immediate availability of a highly qualified potential applicant pool. At its discretion, the University may use a candidate selection process that is different than the search committee process described below. The University will use the alternate candidate selection process sparingly and provide advance notice and supporting rationale to the SEIU District 1199 Executive Board Member and Administrative Organizer. The Labor-Management Committee shall address application of this provision, if necessary.

Section 2. Bargaining unit position vacancies and new positions shall be awarded on the basis of qualifications. "Qualified" shall be defined as meeting all the necessary qualifications for the position to perform the required work. In determining whether an applicant is qualified, the University shall give consideration to ability, aptitude, skill, experience, qualifications as stated on the position vacancy notice, and such other criteria as it usually considers in filling any vacancy. The determination of qualifications

is the reponsihility of the Uni\er it). If the Uni\er ity determines that an employee b not ·qualified,'" the cmplo)ee sh,lil ha ve the right to grie\euch deci.,ion.

8itrga i ning uni t posi t ion vacancies a nd new pm i t ion., hall he filled through a earch committee proces compliant with the procedures of the Department of Human Re ources and the Office for Institutional Equity.

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

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

B. If an employee applies for a posted position 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.

C. Human Resources shall notify qualified bargaining unit applicants electronically that they have not been offered the position within thirty (30) calendar days of the date the hiring proposal is finalized. The start of the grievance tirneline 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.

D. An employee who is a not selected may meet with a designated member of Human Resources 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.

E. An employee awarded a position through the posting procedures shall be transferred to that position on a date that is based on the needs of both affected departments but not later than thirty (30) calender days of the date the employee is notified of the awarding of the position.

F. 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 emplojee is not atic;factoril) performing the work. the employee nu} he reas-.igned or elect to return to her/his former position if mutuall} agreed h) the cmplo)CC and former department/unit head. An employee whorea\'>igned or elect.. to return to her/hi-. former position will he paid at her/his former regular rate of pa) pluan) regu lar\\..tgc incrca e-. that \\auld ha\ c been received by such employee in the former potion, during the time the employee wain the nev. poi tion.

Section 3. Employees who are within an original probationary period or trial period arc ineligible for inclusion in a pool of candidates to fill a vacancy.

Section 4. Nothing in this article shall be construed to require the University to declare that a position vacancy exists; to create a position vacancy or a new position or limit the University's ability to utilize a temporary employee or temporary transferee to fill the position.

ARTICLE 27

LAYOFF. BUMPfNG. 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 IO 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 8 (Grievance Procedure).

3. following its receipt of the ninety (90) or thirty (30) calendar day notice, the Union may request to meet and confer with the University to discuss alternatives to layoffs. The Union's request must be made within five (5) working days of its receipt of University's notification. The Union's comments and ideas given to avoid the layoff will be considered before making a final decision. If requested by the Union, 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' bulletin board 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 there are changes from the prior layoff list. The list shall contain employee names, dates of layoff, classifications, and dates of recall.

Section 2. Layoff Procedure.

A. Once the Uni\ersit) determinethe need for a layoff exi!\t!-..it .,hall emplo) the following procedure:

I. If at an) time during the la)off procd-.., an cmplo)ee ...ubmil'> hi'> notice of retirement, resignation or volunteerfor la)oil, the Univer!-.it) "ill re'ie\\ its lu)otT 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). The University shall then lay off part-time 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 as follows:

a. any employees in the affected classification who have active discipline at the suspension (whether a working suspension or unpaid suspension) level or covered by a "last chance agreement" for conduct other than that covered by Article 41, or

b. any employees who have an overall performance evaluation rating below standards (i.e. a "needs improvement" rating or below) for the two most recent performance evaluation rating periods, or

c. in the inverse order of seniority.

The remaining employees within the department or unit must be immediately qualified to perform the required work. For purposes of layoff, bumping, and recall, "immediately 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. "Immediately qualified" shall be determined by management. Employees shall have the right to grieve such decision.

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. It is agreed that this provision shall not apply to students, whether paid or unpaid, performing work in internships, graduate assistantships, practicums or through other programs whose primary purpose is to satisfy a degree requirement.

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

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5. If the work forl:e to be reduced. it hall be accompl bhed by layoff and not h) an) hour-. reduction. On!) by agreement bet\\ccn the cmplo)ec. Univcro.;ity and Union can the regular hou r-. of employeebe 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 request 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.

I. 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 not above the available funding of the lower salary grade vacancy; or

3. The laid off employee \'olunwril) agreeto accept the po;,ition in the lower alary grade. rcgardlc-.-; or the abo\c condi tion-;.

An employee "ho i-. placed into a lo\\er al‹tr} grade \'acJncy will rct.tin hi-.lhcr recall right-. outlined in Sect ion -! helm\.

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

F. An affected employee who i;, eligible to bump may bump the leat 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 ali a regular employee (i.e. not as a temporary transferee, etc.) at any ti me during the three year period immediately 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 representati ve 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:

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 ret irement according to OPERS or STRS. An employee who is qualified for retirement according to OPERS or STRS is not eligible to bump into a lower salary grade; or

c. If the affected employee has worked in that classification as a regular employee (i.e. not as a temporary transferee, etc.) at any time during the three year period immediately prior to the affected 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

re;iew the cmplo jce's previous job hi,tor) to determine the employee\ previou" position(s).

H. An employee who declines to transfer into a \acancy or to exercise his/her right to hump. or who b unable to doo.hall be laid off.

Section 4. Recall.

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

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

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 and salary). 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 accept recall and return to work. The employee's return to work will be agreed upon by the employee and the University subject to the operational needs of the department.

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

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Section 5. The Univcr!>it} will continue to pay its share of all group imurancc 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 wa_.., on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA for such period of time the employee is eligible for COBRA coverage. An employee on layoff may convert her/his group basic life insurance benefit to an individual policy at her/his full cost according to the terms and conditions stipulated by the insurer in the Plan Certificate. A laid off employee may elect to "port", or convert to an individual policy at her/his full cost, voluntary group life insurance coverage according to the terms and conditions specified by the insurer in the Plan Certificate.

ARTICLE 28
TEMPORARY TRANSFERS

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

Section 2. All temporary transfers from one job classification to another job classification shall not exceed six (6) months except under one of the following circumstances in which the transfer may extend for up to one year:

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

B. To address an immediate and continuing operational need; for budgetary reasons or for a special project;

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

Section 3. If the University temporarily 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) fialendar days of the transfer to a position in a higher salary grade. Beginning with the eighth (8t) 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.

ARTICLE 29

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; achieve cost-savings; participate in initiatives for shared services arrangements, council of governments, other public-public or public-private partnerships, and consortiums; to improve operational effectiveness; or as otherwise may be provided for in Article 5, 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.

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. Within ten (10) working days of notice from the University, the Union shall be given , upon request, the opportunity to meet with the University and discuss what options/alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within five (5) working days of the Union's request unless otherwise agreed by the parties. Within ten (10) working days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University shall give serious consideration to the Union's alternative solution in reviewing its intended action.

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 8.

ARTICLE 30

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 at the discretion of supervision based upon consideration of classification level, employee qualifications, and organizational needs. Nothing in this Agreement shall limit a supervisor's ability to assign an employee work outside his/her classification to meet immediate operational 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. Nothing herein shall limit the Administration's right to assign employees to a project team or workgroups wherein the team members may be required to assume different roles and/or perform duties outside of their job description. The assignment shall not be considered a temporary transfer. The applicability of additional compensation will be made at the discretion of the Director of Compensation or designee at the beginning of the project or upon its conclusion.

Section 2. Workload of Profe.,..,ional Staff Who Teach.

A. The maximum teaching load for a full-time professional staff member shall not exceed sixteen (16) credit hour-'> per emc!-.lcr (four (4) four-credil hour cour-"e-" per seme..,ter or equi\ alent cour.. e a signments not to exceed 32 emesrer credit hour.., 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 at the discretion of the chairperson and Dean, reduced instructional assignments for a maximum of one (I) 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 16, 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 31

OFF-CAMPUS WORK ASSIGNMENTS

Section 1. An employee may be required to work at an alternate location(s) away from the main University campus as part of his/her regular job duties. If this requirement is communicated to the employee at the time of an initial employment offer or promotional offer, the employee shall not be eligible for travel expense reimbursement unless it is provided for in his/her Jetter of appointment or any renewal thereof.

Section 2. Employees who occasionally are assigned to work at an alternate Jocation(s) outside the main University campus (recruiters, advisors, etc.) 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.

ARTICLE 32

TEACHING. PUBLISHING AND USE OF SOCIAL MEDIA

Section J. Employee . where applicable, arc 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.

Section 3. University computers are to be used for university-related business purposes. It is appropriate to review and post to social media sites at work if the information sought and your comments are directly related to accomplishing work goals, such as seeking sources of information or working with others to resolve a problem. You should maintain your personal sites on your own time using non-University computers.

As "public officials" under the Ohio Revised Code and members of the University community, employees should remember that the public may judge the University by their utterances whether published orally, in writing or posted online along any associated graphic images. Therefore, employees at all times should be accurate, exercise appropriate restraint, show respect for the opinions of others and should make every effort, where appropriate, to indicate that they are speaking as individuals and not on behalf of the University.

ARTICLE 33

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. The parties agree to engage in effects bargaining if/when a patent and/or copyright situation arises.

ARTICLE 34

CONSULTING ANQ 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

Uni\'Cr'lity a-; well. Advance approval from the employee's department head and the Department of Human Rc ources i ; requ ireu for teaching a t a co mpeti tor collegc/univcr it) even if the teach i.., done on the employee's own time. Advance approval for teaching shall not be unrea-;onably denied.

Section 2. No employee shall be permitted to undertake any consulting or extramural employment during scheduled hours of employment without prior written approval. In no in tance may an employee recei ve their regular pay for time spent in any extramural employment; the employee must use compensatory time, if any, vacation time or unpaid leave time.

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 35

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 27 or as the term may be used elsewhere in this Agreement. As such, a mandatory furlough policy supersedes all other university policies and this Agreement 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 in duration to the minimum number of furlough days necessitated by institutional budget deficits and only after the University has explored other cost-cutting alternatives and the means of initiating mechanisms for generating additional revenue. The maximum number of furlough days allowed during fiscal years 2015, 2016 and 2017 respectively shall not exceed five (5) unpaid days per fiscal year. The University will provide the Union with at least forty-five (45) days advance notice of the intended implementation of the furlough policy and the supporting financial information.

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 implementation plan of a mandatory furlough.

Nothing in the foregoing shall prohibit the parties from meeting to discuss the possibility of allowing additional unpaid furlough days in any fiscal year(s) to avoid or reduce the impact of mass layoffs.

ARTICLE 36

TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1. The University will endeavor, within budgetary constraint, 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 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. Upon receiving supervisory approval, an employee who is required to hold a professional 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 4. 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 5. The University agrees to fund a career development program for bargaining unit professional staff in the amount of up to $6,000 for each fiscal 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. The program guidelines shall include eligibility requirements that support student or employee engagement and retention. In addition, collaboration with other departments or program areas will be encouraged and outlined in the program guidelines. Any unused funds from a fiscal year appropriation shall be carried forward to the next year of the Agreement up to a maximum two year accrual.

ARTICLE 37

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. Oe…cription. The Univer…,it) will cm er in…tructional and general fee(thi'> doc'not include miscella neous fee'i uch a" tho'>e li ted in the Univeri.ty Bulletin,;; and otheri milar fees) for up to eight (8) semeter hourof undergrad uate or graduate courses per seme-.ter or fees for continuing education courses up to the equivalent cot of eight {8) undergraduate credit hours per scme ter. lf 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 hourat 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 premium-priced programs, e.g. AMBA, EMBA, DMP programs.

Section 3. Aoolication/lnformation. 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 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. ln any event, employees may take no more than one course during the workday.

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

Section 6. In the event an appointment is terminated as a result of a reduction of force, eligibility is continued for a period of two semesters provided the employee has been attending Cleveland State University as a student enrolled in a degree granting program during the two academic terms immediately preceding the termination of employment.

ARTICLE 38

STUDENT FEE AUTHORIZATION PROGRAM

Section l. Eligibility and Description. The University's 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 Authori:tation Program may not he med for Continuing Education Course-;. For those who \\ish to enroll in "prem ium-priced" prog ram. the benefit hall not exceed the standard law, graduate or undergraduate tu ition.

Section 2. Application/Information. Employees' spoue. registered same ex domestic partner 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 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) on the first day of the semester. 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 "("FfE") with the University since the most recent hire date (if more than one) on the first day of the semester. In the event of a status change from part-time service of 75% FfE 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.

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 from the date of the divorce (based on the court decree), 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 C\ent of a qualifying employee\ death, eligibil ity will be continued for a spouse. rcgi..,tered ...amc-sex domc...tic p..1rtner and/or children rcgardle!-.-. of their regi..,tration tutu.., at that time ba ed on the employee's active tutus and eligibil ity 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 39

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 9.

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 Universit y. which mut include the name.., of all \\ itnc-;-.e.., to the accident. A cop) of the accident report\\ ill be gi\en to the employee when it is filed.

Section 4. Eg ui p ment and Electronic Technol o2 y Guideline-;. The University will give due consideration to health and safety issues, including ergonomics, in the usc 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.

ARTICLE40

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.

ARTICLE41

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 9, for any violation of policies (including a refusal to submit to reasonable suspicion or post-accident substance abuse testing),

procedure.,, work rule". joh performance requirement. or behavioral tandard....

ARTICLE -+2

RETIREMENT AND RESIGNATION

Section I. Notice of Re<;i1!nation. An employee planning to resign shall give written notice of intent to her/his immediate supervisor and the Department of Human Resources at least fourteen (14) c a l end a r days before voluntary resignation. The employee may give fewer than fourteen (14) days' notice with prior approval from her/his supervisor.

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

Section 3. Separation from Employment.

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

B. Sick Leave Pay Out.

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

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.

D. In the event of an employee's death, any payment(s) for accrued vacation and/or sick leave provided for in this Article will be made to the employee's beneficiary or estate pursuant to the University's procedures for distribution of final compensation.

ARTICLE43

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 technologic. The initiati ve for di tance education cour.,co.;/programs may come from e ither the empl oyee() \\ho teachc., or the adrnin i..,tration. but the actu al de velopmen t or such cou res/programs will be mutually a greed bet ween the employee(-;) who teaches and the appropriate ad mi n itrator().

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 ..,equencc over the next .everal year-; and that the employee() will serve a.., ino;;tructor() or will train other employees to teach the course. Exarnplco.; of po..,..,ible forms of compensation are a.., follows:

(1) an appropriate course load reduction in an academic term or term!> 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 and this Agreement. 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.

ARTICLE44

LEGAL PROTECTfON

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.

ARTICLE45

SUCCESSORS HIP

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.

ARTICLE46

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 Jm-·, 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/ tatute 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 47

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 discuss the planned reorganization with SEIU District 1199 leadership no later than thirty (30) calendar days in advance of the effective date of the reorganization. Reorganization will also be a standing agenda item on the Labor/Management Committee.

Section 2. The University shall notify the affected employees of a planned reorganization no later than two (2) weeks in advance of the effective date.

Section 3. For the purposes of the Article, reorganization shall be defined as a change in the organizational structure of one or more departments within the University which affects the majority of Bargaining Unit employees in the affected department(s).

ARTICLE48

DURATION

This Agreement shall be in full force and effect from November l, 2014 through and including October 31, 2017. This Agreement shall be renewed automatically for successive one (l) 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

Bargaining proposals relating to the research staff supporting the work of a Research Faculty member shall be deferred until such a time that the University creates and/or posts a position to fill such role. Unless and until the parties agree to a different result, these positions shall be classified as non-bargaining unit professional staff. This shall not affect any positions currently classified as included in the SEIU bargaining unit.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____day of June 2015.

CLEVELAND STATE UNIVERSITY

By: _____
Ronald M. Berkman, Ph.D.

By _____
e S. Drucker
Assi tant Vice President and
Chief Human Resources Officer

SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199, THE HEALTH CARE AND SOCIAL SERVICE UNION, CTW/CLS

B -8 _____

President, District 1199

APPENDIX A

LISTING OF POSITIONS WITHIN SEIU - BY DEPARTMENT		
CCTV System Specialist	OST	Access Control
F1re & Security Tech/Installer	3	Access Control
Secur & Safety Syst Specialist	03T	Access Control
Security Systems Admm1strator	ST	Access Control
Admissions Counselor	3	Admissions Office
Enrollment Rep	4	Admissions Office
Financial Aid Administrator	4	Admissions Office
Mgr, CSU Visit Experience	6	Admissions Office
Coord, Special Events	5	Advancement Services
Data Administrator	6T	Advancement Services
Outreach & Engagement Offer	6	Advancement Services
Prospect Research Analy_st	5	Advancement Services
Sr Accountant CSU Foundation	6	Advancement Services
Staff Accountant CSUF	5	Advancement Services
Systems Coordinator	ST	Advancement Services
Academic Advisor	5	Advising, University
Assistant Dean	6	Advising, University
Coord, PSEOP / Acad Advisor	5	Advising, University
Coord, Tutoring & Academic Succs C	5	Advising, University
First Year Advisor	5	Advising, University
Program Coordinator, Math Lrng Ctr	6	Advising, University
Program Coordinator, TASC	6	Advising, University
Tutoring & Academic Support Spclst	4	Advising, University
Mgr, AHANA & STARS Programs	6	AHANA Peer Mentoring Program
Alumni Program Officer	5	Alumni Affairs
Coord, Alumni Volunteer Prgrm	5	Alumni Affairs
Coord, Young Alumni Engagement	5	Alumni Affairs
Marketing/Comm Digital Rep	05T	Alumni Affairs
Mgr, Alumni Affairs	6	Alumni Affairs
Sr Communications Rep	6	Alumni Affairs
Animal Care Technician	1	Animal Care Facilities
Coord, Animal Care Facility	4	Animal Care Facilities
Mgr, Animal Research Facility	6	Animal Care Facilities
Administrative Coordinator	4	Art Department
Assistant Director, Art Gallery	5	Art Department
Athletic Marketing Coordinator	6	Athl Promo, Tckts. Mkts. Advnc
Coord, Marketing & Promotions	4	Athl Promo, Tckts, Mkts, Advnc
Coord, Sales, Merchandising, Promo	5	Athl Promo, Tckts, Mkts, Advnc
Coord, Ticket & Retail Sales	5	Athl Promo, Tckts, Mkts, Advnc
Coord, Ticketina & Fan Devel	5	Athl Promo, Tickts, Mktg, Advanc
Academic Advisor	5	Athletics Administration
Academic/Life Skills Advisor	5	Athletics Administration
Administrative Coordinator	4	Athletics Administration
Asst Mgr, Athl Facilities	5	Athletics Administration
Athletic Compliance Specialist	3	Athletics Administration
Basketball Adv/Cdr Std/Ath Afr	5	Athletics Administration
CHAMPS/Life Skills Program Spclst	3	Athletics Administration
Coord, Athletic Advising	6	Athletics Administration
Coord, Athletic Compliance	5	Athletics Administration
Coord, Equipment	4	Athletics Administration
Head, Athletic Equipment Oper	3	Athletics Administration
Head, Athletic Equipment Operations	3	Athletics Administration
Administative Assistant	3	Biolog Geology, Env Science
Laboratory Coordinator	3	Biology, Geology, Env Science

Laboratory Manager	6	Biology, Geolog)l, Env Science
Research Technician	2	Biology, Geology, Env Science
Administrative Coordinator	4	Biology, Geology, Environ Sci
Laboratory Coordinator	3	Biology, Geology, Environ Sci
Coord, Administrative Services	4	Black Studies
Coord, African-American Cultural Ctr	4	Black Studies
Administrative Coordinator	4	Building Maintenance Dept
Student Services Specialist	5	Campus 411
Operations Coordinator	5	Campus Support Services
Program Coord, Viking Card	5	Campus Support Services
Sr Student Svcs Spclst	6	Campus411
Student Services Specialist	5	Campus411
Administrative Assistant	3	Capital Planning
Assistant Project Manager	5	CapitalPlanning
Budget Analyst	4	Capital Planning
Construction Manager	8	Capital Planning
Designer	4	Capital Planning
Interior Designer	5	Capital Planning
Planner	6	CapitalPlanning
Project Manager	7	CapitalPlanning
Senior Architect	8	Capital Planning
Senior Planner	7	Capital Planning
Coord Stu Employment Prgm	5	Career Services Center
Coord, America Reads Program	4	Career Services Center
Coord, Career Planning Services	5	Career Services Center
Coord, Cooperative Education	4	Career Services Center
Coord, Talent Development	5	Career Services Center
Mgr, Grants Compliance	6	Career Services Center
New Pathways Project Officer	6	Career Services Center
Learning Sys Admin	OST	Center for eLearning
Sr Inst Dsnr/Mgr QA	06T	Center for eLearning
Sr Multimedia Devlp &Instr Des	06T	Center for eLearning
Sr. Instructional Designer	06T	Center for eLearning
Coord, E-Learning Services	4	Center for E-Learning
Instructional Technology Specialist	ST	Center for E-Learning
Mgr, Operations & Quality Assurance	6	Center for E-Learning
Online Course & Materials Developer	5T	Center for E-Learning
Sr Instructional Designer	6T	Center for E-Learning
Sr Online Media Instructional Designe	6T	Center for E-Learning
Project & Research Assoc	6	Center for Excellence & Innov
AVNideoconferencing Spc	5	Center for Inst Tech&Dis Learn
Classroom Technology Specialst	04T	Center for Inst Tech&Dis Learn
Equip Circ & Support Spc	4	Center for Inst Tech&Dis Learn
Sr Instructional Technologist	06T	Center for Inst Tech&Dis Learn
TV Specialist	4	Center for Inst Tech&Dis Learn
Administrative Coordinator	4	Chemistry Department
Laboratory Mgr/Safety Officer	6	Chemistry Department
gr, Freshman Chemistry Prog	7	Chemistry Department
Operations & Fiscal Coord	4	Chemistry Department
Academic Advisor	5	CLASS Advising
Administrative Assistant	3	Cnsl, Admin, Supv, Adult Learn
Administrative Coordinator	4	Cnsl, Admin, Supv, Adult Learn
Coord, CASAUCtr Ed Leadership	5	Cnsl, Admin, Supv, Adult Learn
Educ Leadership Policy Analyst	5	Cnsl Admin, Supv, Adult Learn
Grant Writer & Administrator	5	Coli of Sciences&HithPro

Administrative Coordinator	4	Coli of Sciences/Hith Profsns
Asst Dir, McNair Scholars Program	6	Coli of Sciences/Hith Profsns
Coord, Pre-Prof Med1cal Programs	5	Coli of Sciences/Hith Profsns
Grant Wnter & Administrator	5	Coli of Sciences/Hith Profsns
Communicatbns Coordin atr	5	College of Business Admin
Coord,Outreach & Business Centers	5	College of Business Admin
Program Administrator - MBA	6	College of Business Admin
Program Manager	7	College of Business Admin
Special Programs Coordinator	4	College of Business Admin
Academic Advisor	5	College of Business Admn, Dean
Administrative Coordinator	4	Colle ge of Business Admn, Dean
Communications Design Speclst	3	College of Business Admn, Dean
Coord, UnderGrad Pgms &StuSvcs	6	Colle of Business Admn, Dean
Mgr, Computing Services	06T	College of Business Admn, Dean
Mgr, Ctr for Sustainable Busns	6	College of Business Admn, Dean
Mgr, Prof Devel Ctr	6	College of Business Admn, Dean
Recruiter/Advisor- Grad Prgms	5	College of Business Admn, Dean
Recruiter/Advisor Undergrd Prg	5	College of Business Admn, Dean
Administrative Assistant	3	College of Education, Dean
Administrative Coordinator	4	College of Education, Dean
Coord, Assessment & Accreditat	5	Colle of Education, Dean
Coord, Budget	5	College of Education, Dean
Coord, Computer Lab	4T	Colle_g_e of Education, Dean
Coord, Programs & Prof Developmen	6	College of Education, Dean
Development Officer	6	College of Education, Dean
Instructional Media Specialist	4T	College of Education, Dean
Mgr, Educational Technology	7	College of Education, Dean
Program Manager	7	College of Education, Dean
Research Assistant	4	College of Education, Dean
Research Associate	6	College of Education, Dean
Special Programs Coordinator	4	Colle of Education, Dean
Academic Advisor	5	College of Engineering, Dean
Administrative Coordinator	4	Colle of El}gineering, Dean
Computer Systems Specialist	OST	Colle of EQRineerii!Jl, Dean
Coord, Cooperative Educ Progrm	4	College of Engineering, Dean
Development Officer	6	Colle_g_e of Engineering, Dean
Electronic Specialist	04T	College of Engineeril}g. Dean
Laboratory Maint Speclst	03T	College of Engineering, Dean
Laboratory Maintenance Specialist	3T	College of Engineering, Dean
Mgr, Co-op Education Program	6	College of Engineering, Dean
Mgr, Engineering Student Programs	6	College of Engineering, Dean
Model Maker	4	College of Engineering, Dean
Research Assistant	4T	College of Engineering, Dean
Sr. Electronic Specialist	5T	Colle_g_e of Engineering, Dean
Technical Graphic Design Artist	5	College of Engineering, Dean
Graduate Student Services Spec	4	Colle of Graduate Stds, Dean
Mgr, Grad Student Resource Ctr	6	College of Graduate Stds, Dean
Administrative Coordinator	4	College of Graduate Studies
Coord, Recruitment & Outreach	5	College of Graduate Studies
Systems Administrator	6T	College of Graduate Studies
Administrative Assistant	3	College of Law
Administrative Coordinator	4	College of Law
Coord, Admns & Multicultural Recrtmt	5	College of Law
Desktop/Server Specialist 1	4T	College of Law
Mgr, Student Affairs	6	College of Law

Systems/Data Administrator	6T	College of Law
Technology Support Specialist	04T	College of Law
UNIX Systems Data Admin	06T	College of Law
Admin & Recruitment Asst	3	College of Law. Dean
Administrative Assistant	3	College of Law, Dean
Administrative Coordinator	4	College of Law, Dean
Admissions Communcn Spc	4	College of Law, Dean
Asst Dir, Career Planning	6	College of Law, Dean
Asst Director of Admissions	6	College of Law, Dean
Communications Coordinator	5	College of Law, Dean
Coord, Career Planning	4	College of Law, Dean
Coord, Law Admissions	5	College of Law, Dean
Development Officer	6	College of Law, Dean
Mgr, Alumni & Donor Reltns	6	College of Law, Dean
Mgr, Annual Giving & Spec Prj	6	College of Law, Dean
Publications Specialist	3	College of Law, Dean
Student Records Officer	5	College of Law, Dean
Communications Coordinator	5	College of Lbrl Arts &SS, Dean
Scheduling Specialist	5	College of Lbrl Arts &SS, Dean
Academic Advisor	5	College of Lib Arts & Soc Sci, On
Academic Advisor	5	College of Science Advising
Mgr, COSHP Advising Ctr	6	College of Science Advising
Administrative Assistant	3	College of Urban Affairs, Dean
Administrative Coordinator	4	College of Urban Affairs, Dean
Dir, College Development	7	College of Urban Affairs, Dean
Editor	5	College of Urban Affairs, Dean
Event/Space Coordinator	4	College of Urban Affairs, Dean
Grants Specialist	5	College of Urban Affairs, Dean
Media Systems Specialist	4	College of Urban Affairs, Dean
Mgr, Commty Information Svcs	6	College of Urban Affairs, Dean
Office Coordinator	5	College of Urban Affairs, Dean
Program Manager	7	College of Urban Affairs, Dean
Project Coordinator	5	College of Urban Affairs, Dean
Systems Manager	07T	College of Urban Affairs, Dean
Systems Manager	7T	College of Urban Affairs, Dean
Administrative Assistant	3	Computer & Information Science
Conference Services Specialist	3	Conference Services
Coord, Conference Services	5	Conference Services
Accountant	5	Controller's Office
Financial Systems Administrator	7T	Controller's Office
Senior Accountant	6	Controller's Office
Senior Accountant	6	Controller's Office
Coord, Counselingffesting Center	4	Counseling Center
Counselor	6	Counseling Center
Counselor & Microcomputer Spclst	6	Counseling Center
Psychologist	7	Counseling Center
Administrative Assistant	3	Curriculum & Foundations
Administrative Coordinator	4	Curriculum & Foundations
Crd MustStem Flws Recruitment	5	Curriculum & Foundations
Administrative Coordinator	4	Det of Theatre & Dance
Costume Shop Supervisor	5	Dept of Theatre & Dance
Scene Shop Supervisor	5	Dt of Theatre & Dance
Coord, AnnualGiving	5	Development
Coord, AnnualGiving Campaigns	4	Development
Coord, E-Philanthropy	5T	Development

Development Associate	4	Development
Grant Writer & Administrator	5	Development
Sr Development Associate	5	Development
Sr. Communications Representative	6	Development
Alternative Media Specialist	3	Disability Services
Assistive Technology Specialist	4, 4T	Disability Services
Coordinator, Testing Services	5	Disability Services
Counseling Specialist	5	Disability Services
Disability Svcs Counseling Spc	5	Disability Services
Administrative Coordinator	4	Diversity & Multicultural
Affrs Coord, Multicultural Prgms/Retention	5	Diversity &
Multicultural Affrs Supv, Printing & Duplicating	5	DL!QiicatirlQ_D
artment Academic Advisor	5	Education Student Svcs Ctr
Coord, ESSC	6	Education Student Svcs Ctr
Academic Advisor	5	Education Students Serv Ctr
Administrative Coordinator	4	Education Students Serv Ctr
Communication & Admin Spclst	3	Education Students Serv Ctr
Data Administrator	06T	Education Students Serv Ctr
Administrative Coordinator	4	English Department
Mgr, Poetry Center	6	English Department
Teaching Specialist	6	English Department
Mgr, Systems & Data Analysis	7	Enrollment Services, VP
Environmental Health & Safety Office	5	EnvironmentalHealth & Safe!Y
Coord, Prict Facilitation	5	Facilities & Safe!Y_Admin
Proi Mgr / Electrical Engineer	7	Facilities Management
Program Coordinator	6	Field Services
FA Production Spc	3	Financial Aid Office
Financial Aid Production Spclst	3	Financial Aid Office
Financial Aid Program Administrator	6	FinancialAid Office
Financial Aid Specialist	3	Financial Aid Office
Scholarship Coordinator	5	Financial Aid Office
Sr Financial Aid Specialist	4	Financial Aid Office
Student Loan Officer	3	Financial Aid Office
Systems Coordinator	05T	Financial Aid Office
Nurse Practitioner/Midwife	6	Health Services
Office Coordinator	5	Health Services
Supv, Health Services Center	7	Health Services
Administrative Coordinator	4	History
Project Coordinator	5	History
Administrative Coordinator	4	History Department
Project Coordinator	5	History Department
Administrative Coordinator	4	Honors Program
Coord, Honors Advising & SpclPrgm	6	Honors Program
Office Coordinator	5	Honors Program
Univ Scholars Advisor	5	Honors Pro_gram
University Scholars Advisor	5	Honors Program
Instructionai/Supv Specialist	6	HPERD
Academic Technical Support Spclst	4T	Information Services & Technolo_gy_
Application Developer	6T	Information Services & Technology
Associate Application Developer	5T	Information Services & Technology
Business Analyst	07T	Information Services & Technology
Business Analyst	BT	Information Services & Technology
Computer Technician	3T	Information Services & Technology
Coord, Web Services	5T	Information Services & TechnoiQQY
Database Administrator	OBT	Information Services & Technology

Database Administrator	BT	Information Services & Techno!
Desktop/Server Specialist 1	04T	Information Serv1ces & Technology
Desktop/Server Specialist 2	OST	Information Services & Technology
Desktop/Server Specialist 3	06T	Information Services & Technology
Enterprise Applic Developer	07T	Information Services & Technology
Enterprise Network Specialist	06T	Information Services & Techno!
Enterprise Sys Administrator 1	07T	Information Services & Technol
Enterprise Sys Administrator 2	OBT	Information Services & Technolo__gy_
Help Desk Consultant	OST	Information Services & Technolo__gy_
Help Desk Specialist	03T	Information Services & Technology
Integration Engineer	07T	Information Services & Technology
Network Messaging Administrator	6T	Information Services & Technolqg
Security Administrator 2	07T	Information Services & Technology
Sr Application Developer	7T	Information Services & Technolo__gy_
Sr Ent Ntwk Msg Admin	OBT	Information Services & Technolo__gy_
Sr Enterprise App Developer	OBT	Information Services & Techno!
Sr Enterprise Network Spclst	OBT	Information Services & Technology
Sr Enterprise Systems Specialist	BT	Information Services & Techno!
Sr FunctionalBusiness Analyst	7T	Information Services & Technology
Sr Integration Eng	OBT	Information Services & Technology
Sr Systems Administrator	07T	Information Services & Technology
Sr Web Applications Developer	OBT	Information Services & Technology
Sr. Network/Telecommunications Spc	BT	Information Services & Technology
Systems Administrator	6T	Information Services & Technol(!gy_
Systems Security Administrator	05T	Information Services & Techno!
TechnicalTrainer	05T	Information Services & Techno!
Web Developer	06T	Information Services & Techno!
Administrative Assistant	3	Institutional Research
Asst Dir, Inst Research	07T	Institutional Research
Data Analyst/Systems Developer	06T	Institutional Research
Institutional Research Analyst	5	InstitutionalResearch
Research Assistant	4	InstitutionalResearch
Research Associate	6	Institutional Research
Sr Application Developer	7T	Institutional Research
Sr Report Developer	6T	Institutional Research
Systems Developer	6T	InstitutionalResearch
Administative Coordinator	4	International Services
International Student Advisor	5	International Services
International Student Services Specia	5	International Services
Mgr, Educ Abroad Prgms	6	International Services
Mgr, Study Abroad Programs	6	International Services
Study Abroad Program Spclst	4	International Services
Mgr, International Student Services	6	International Services
Student Records Adm	5	Law Academic Affairs
Communications Specialist	4	Law Communications
Catalog Specialist	5	Law Library
Circulation Supervisor	4	Law Library
Collection Devei/Acquisitions Ubraria1	6,7,8	Law library
Digital & Reference Librarian	6,7,8	Law Libra_IY_
Education Program Librarians	6,7,8	Law Library
Electronic Services Librarian	6,7,8	Law Libra!Y_
Evening & Weekend Supervisor	4	Law Library
Govt Information & SpecialProjects L	6,7,6	Law Library
Instructional Svcs Ubn	8	Law Library
Systems/Web Administrator	06T	Law Library

Asst Dir, Career Planning	6	Law Office of Career Planning
Coord, Career Planning	4	Law Office of Career Planning
Archivist	6	Main Library
AVN1deoconferencein_g Spclst	5	Main Libra_ry_
Classroom Technology Specialist	4T	Main Library
Computer Technician	03T	Main Library
Coord, Public Relations/Fundraising	4	Main Library
Digital Initiatives Librarian	6	Main Library
Educ & Urban Affrs Subj Spc Ubn	6,7,8	Main Library
FYE & Eng Subj Sp_c Libn	6	Main Library
Head, Distance Learning & Repair Te	5	Main Libra!}'_
Head, Special Collections	8	Main Libra_ry_
Health Sciences Subj Spc Libn	6,7,8,	Main Library
Humanities & Music Subj Spc Libn	6,7,8	Main Library
Library Systems & Data Spc	05T	Main Library
Library Systems Specialist	05T	Main Library
Manaoer, Special Collections	5	Main Library
Mgr, Instructional Media Services	7	Main Library
Network Support Specialist	06T	Main Library
Perf Arts & Humanities Librar	6	Main Library
Project Coordinator	5	Main Libra!}'_
Reference Generalist Librarian	6	Main Libra!}'_
Sciences & Engineering Subj Spc Lib	6,7,8	Main Library
Social & Behav Sci Subj Spc Libn	6,7,8	Main Libra!}'_
TV Specialist	4	Main Library
Web Site Specialist	04T	Main Library
Mgr, Enrollment Mkts & Digital Media	6	Marketing /Public Affairs
Sr Writer	6	Marketing /Public Affairs
Graphic Designer	5	Marketing/Public Affairs
Marketing Dioital Comm Rt:tR	5	Marketing/Public Affairs
Marketing/Communications Represen	5	Marketillg/Public Affairs
Multimedia Designer	05T	MarketiQg!Public Affairs
PrinVInteractive Designer	5	Marketing/Public Affairs
Senior Writer	6	MarketiQg!Public Affairs
Sr Graphic Designer	6	Marketing/Public Affairs
Sr Photographer	6	Marketing/Public Affairs
Administrative Coordinator	4	Mathematics
Coord, Success in Math Program	6	Mathematics
Mgr, Testing & Learning Center	6	Mathematics
Teachina Specialist	6	Mathematics
Administrative Coordinator	4	Mathematics Department
LSAMP Math Education Coord	5	Mathematics DeR_artment
Mgr, Math Support Svcs	7	Mathematics Department
Athletics Assistant	1	Men's Basketball
Head, Men's Basketball Operations	4	Men's Basketball
Audio Engineer/Coord, Audio Servicel	5T	Music
Keyboard/Instrument Technician	3	Music
Program Liaison	5	Music
Student Recruiter/Enrlmnt Administra	4	Music
Audio Engr/Coord, Audio Svc	05T	Music Department
Facil Coor & Stage Prod Spec	4	Music Department
Keybrd/Instrmnt Tech	3	Music Department
Student Recruiter/Enrlmnt Admn	4	Music Department
Administrative Coordinator	4	ff Campus Programs
Coord, Extended Campus Operations	4	Off Cam_Q_us Programs

On-Site Coordinator	4	Off Campus Programs
Cd, Multiclt Eng & Success	5	Office of Inclusion & Mult Eng
Administrative Coordinator	4	Physics Department
Laboratory Mana_ger	6	Ph_ysics De0artment
Administrative Coordinator	4	Provost's Office
Administrative Coordinator	4	Psychology Department
Asst Registrar, Scheduling Officer	5	Registrar's Office
Coord, Registrar Services	4	Registrar's Office
Coordinator,Document Mgt	4	Registrar's Office
Credentials Evaluation Spclst	3	Registrar's Office
Degree Audit Coordinator	5	Registrar's Office
Mgr, International Admissions	6	R straar's Office
Programmer Analyst	05T	Registrar's Office
Registrar's Production Specialist	3	Re_Ristrar's Office
Scheduling Specialist	3	Registrar's Office
Sr Functional Business Analyst	07T	Registrar's Office
Sr. Production Specialist	4	Registrar's Office
Budget Analyst	4	Research & Graduate Studies, VP
Applications Developer	06T	Research & Graduate Studies,VP
Mar. Broadcast & Camp Eng	07T	School of Communication
Administrative Coordinator	4	School of Communications
Academic Coordiantor, PT Clinic Edu	7	School of Health Sciences
Academic Fieldwork Coordinator	7	School of Health Sciences
Administrative Assistant	3	School of Health Sciences
Administrative Coordinator	4	School of Health Sciences
Clinic Administrator	7	School of Health Sciences
Clinical Coord, Stdnt Tchg	7	School of Health Sciences
Clinical Coordinator, Audiology	7	School of Health Sciences
Clinical Coordinator, Off-Campus Plc1	7	School of Health Sciences
Clinical Coordinator, Student Teachin	7	School of Health Sciences
Coord, NEOMED Partnership	6	School of Health Sciences
Clinical Nursing Associate	6	School of Nursil}g
Coord, Clinical Placement	7	School of Nursing
Database Analyst	5T	School of Nursil}g
Mgr Nursing Resource Lab	7	School of Nursil}g
Office Coordinator	5	School of Nursing
Recruiter/Adviser	5	School of Nursil}g_
Coord, CE Programs	4	School of Nursing, Dean
Recruiter/Advisor	5	School of Nursing, Dean
Assistant Field Coordinator	7	School of Social Work
Campus Coord, CWWPEP	6	School of Social Work
Coordinator, Special Events	5	Special Events
Manaaer, Special Events	6	Special Events
Administrative Assistant	3	J:>onsored Programs & Research
Administrative Coordinator	4	S_Q_onsored Pro_grams & Research
Budget Coordinator	5	Sponsored Programs & Research
Grant Billing & AIR Specialist	5	S_Q_onsored Pro_grams & Research
Grants Compliance Analyst	6	Sponsored Pro_grams & Research
Senior Accountant	6	Sponsored Programs & Research
Coord, Sports Information	4	Sports Information
Coord, Sports Information	5	Sports Information
Sports Information Assistant	3	Sports Information
Sports Information Spclst, New Media	2	Sports Information
Assistant Athletics Trainer	4	Sports Medicine
Associate Athletics Trainer	4	Sports Medicine

Associate Head Trainer	5	Sports Medicine
Coord Veteran Student Success	4	Student Life
Coord, Commuter Affairs	4	Student Life
Coord, Greek Affairs	4	Student Life
Coord, Student Activities & Events	4	Student Life
Coord, Student Activities	5	Student Life
Coord, Student Organizations	5	Student Life
Coord, Veteran Student Success	4	Student Life
Mgr, Center for Leadership & Service	7	Student Life
Office Coordinator	5	Student Life
Student Media & Web Specialist	6	Student Life
Academic Advisor	5	Student Support Services
Administrative Coordinator	4	Teacher Education
Coord, SMET Program	4	Teacher Education
Coord, Tchr Jnduction&ProfDev	6	Teacher Education
CSUffeach Master Teacher	6	Teacher Education
CSUTeach Advisor/Intern Coord	5	Teacher Education
CSUTeach Master Teacher	5	Teacher Education
CSUTeach Teacher Induction & Prof	6	Teacher Education
ESL Teaching Spec & Prog Crd	6	Teacher Education
Communicatn Facilities Speclst	07T	Telecommunications Department
Coord, Telecommunication Services	OST	Telecommunications Department
Enterprise Network Specialist	06T	Telecommunications Department
Sr Telecommunications Spc	05T	Telecommunications Department
Telecommunications Analyst	03T	Telecommunications Department
Coord, Women's Camp Center	4	The Women's Center
Account Analyst	4	Treasury Services
Accountant	5	Treasury Services
Coord, Student Accounts/Collections	5	Treasury Services
Loan Specialist	3	Treasury Services
Systems Coordinator	ST	Treasury Services
Acad Srvcs & Systems Admin	5	Undergraduate Studies
Coord,First Year Experiences	5	Undergraduate Studies
Research Associate	6	Undergraduate Studies
Mechanical Engineer	7	University Architect
Project Manager	6	University Architect
Project Manager/MechanicalEnginee	8	University Architect
Senior Architect	8	University Architect
Communications Coordinator	5	University Engagement
Coord,Data & Research	4	University Engagement
Field Coordinator	6	University Engagement
Accountant	5	University Parking Services
Customer Srv &Information Spls	4	University Parking Services
Systems Coordinator	05T	University Police Department
Administrative Assistant	3	Urban Resrch & Public Serv Ctr
Administrative Coordinator	4	Urban Resrch & Public Serv Ctr
Communications Coordinator	5	Urban Resrch & Public Serv Ctr
Coord,Community Outreach	4	Urban Resrch & Public Serv Ctr
Coordinator,Research Project	4	Urban Resrch & Public Serv Ctr
Database Analyst/Web Developer	5T	Urban Aesrch & Public Serv Ctr
Editor	5	Urban Resrch & Public Serv Ctr
Equipment Specialist	2	Urban Resrch & Public Serv Ctr
GIS Specialist	5	Urban Resrch & Public Serv Ctr
HazMat Program Sales Associate	4	Urban Resrch & Public Serv Ctr
Leadership Programs Coordinator	4	Urban Resrch & Public Serv Ctr

APPENDIX A

Mgr, Community Information Service	6	Urban Resrch & Public Serv Ctr
NODIS Information Coordinator	5	Urban Resrch & Public Serv Ctr
Program Manager	7	Urban Resrch & Public Serv Ctr
Project Assistant	4	Urban Resrch & Public Serv Ctr
Project Coordinator	5	Urban Resrch & Public Serv Ctr
Project Manager	6	Urban Resrch & Public Serv Ctr
Research Assistant	4	Urban Resrch & Public Serv Ctr
Research Associate	6	Urban Resrch & Public Serv Ctr
Research Specialist	3	Urban Resrch & Public Serv Ctr
Sr Programmer/Analyst	07T	Urban Resrch & Public Serv Ctr
Academic Advisor	5	Urban Studies
Academic Advisor, Grad Prgms	5	Urban Studies
Academic Program Specialist	4	Urban Studies
Admissions Recruiter	3	Urban Studies
Graduate Programs Coordinator	6	Urban Studies
Internship Coordinator	5	Urban Studies
Office Coordinator	5	Urban Studies
Program Manager	7	Urban Studies
Energy Conservation Analyst	6	Utility Operations
Engineering Designer	4	Utility Operations
Mgr, Utilities & Energy	7	Utility Operations
Mgr, Utilitiy, Energy &Sustain	7	Utility Operations
Mgr, VikingCard	6	Viking Card Office
Athletics Assistant	1	Women's Basketball
Head, Women's Basketball Ops	4	Women's Basketball

Appendix B

Salary Ranges for Cleveland State University
Professional Staff Employees
Represented by SEIU/01199

Grade	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
1	$24,831.00	$28,540.00	$32,248.00	$36,602.00	$40,955.00
	$11.94	$13.72	$15.50	$17.60	$19.69
2	$28,099.00	$32,295.50	$36,492.00	$41,419.00	$46,345.00
	$13.51	$15.53	$17.54	$19.91	$22.28
3	$32,019.00	$36,801.00	$41,583.00	$47,197.00	$52,810.00
	$15.39	$17.69	$19.99	$22.69	$25.39
4	$36,349.00	$41,778.00	$47,206.00	$53,579.00	$59,952.00
	$17.48	$20.09	$22.70	$25.76	$28.82
5	$41,249.00	$47,410.00	$53,570.00	$60,802.00	$68,034.00
	$19.83	$22.79	$25.75	$29.23	*$32.71*
6	$46,885.00	$53,888.00	$60,890.00	$69,110.00	$77,330.00
	$22.54	$25.91	$29.27	$33.23	$37.18
7	$53,420.00	$61,398.00	$69,376.00	$78,742.00	$88,108.00
	$25.68	$29.52	$33.35	$37.86	$42.36
8	$60,526.00	$69,566.00	$78,605.00	$89,217.00	$99,828.00
	$29.10	$33.45	$37.79	$42.89	$47.99
9	$68,612.00	$78,860.00	$89,107.00	$101,137.00	$113,166.00
	$32.99	$37.91	$42.84	$48.62	$54.41

Effective July, 1, 2014
Ranges above reflect annual (full time, 12 month rates)
and hourly rates

Appendix C

Salary Ranges for Cleveland State University
Professional Staff
Represented by SEIU/01199
Technology Scale

Grade	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
1	$28,099.00	$32,295.50	$36,492.00	$41,419.00	$46,345.00
	$13.51	$15.53	$17.54	$19.91	$22.28
2	$32,019.00	$36,801.00	$41,583.00	$47,197.00	$52,810.00
	$15.39	$17.69	$19.99	$22.69	$25.39
3	$36,349.00	$41,778.00	$47,206.00	$53,579.00	$59,952.00
	$17.48	$20.09	$22.70	$25.76	$28.82
4	$41,249.00	$47,410.00	$53,570.00	$60,802.00	$68,034.00
	$19.83	$22.79	$25.75	$29.23	$32.71
5	$46,885.00	$53,888.00	$60,890.00	$69,110.00	$77,330.00
	$22.54	$25.91	$29.27	$33.23	$37.18
6	$53,420.00	$61,398.00	$69,376.00	$78,742.00	$88,108.00
	$25.68	$29.52	$33.35	$37.86	$42.36
7	$60,526.00	$69,566.00	$78,605.00	$89,217.00	$99,828.00
	$29.10	$33.45	$37.79	$42.89	$47.99
8	$68,612.00	$78,860.00	$89,107.00	$101,137.00	$113,166.00
	$32.99	$37.91	$42.84	$48.62	$54.41
9	$79,966.00	$91,909.00	$103,852.00	$117,872.00	$131,892.00
	$38.45	$44.19	$49.93	$56.67	$63.41

Effective July 1, 2014
Ranges above reflect annual (full time, 12 month rates)
and hourly rates

Salary Ranges for Cleveland State University
Professional Staff Employees
Represented by SEIU/01199

Appendix D

Grade	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
1	$25,204.00	$28,968.00	$32,732.00	$37,151.00	$41,570.00
	$12.12	$13.93	$15.74	$17.86	$19.99
2	$28,520.00	$32,780.00	$37,039.00	$42,040.00	$47,040.00
	$13.71	$15.76	$17.81	$20.21	$22.62
3	$32,499.00	$37,353.00	$42,207.00	$47,905.00	$53,603.00
	$15.62	$17.96	$20.29	$23.03	$25.77
4	$36,894.00	$42,404.00	$47,914.00	$54,383.00	$60,851.00
	$17.74	$20.39	$23.04	$26.15	$29.26
5	$41,868.00	$48,121.00	$54,374.00	$61,715.00	$69,055.00
	$20.13	$23.14	$26.14	$29.67	$33.20
6	$47,588.00	$54,696.00	$61,803.00	$70,147.00	$78,490.00
	$22.88	$26.30	$29.71	$33.72	$37.74
7	$54,221.00	$62,319.00	$70,417.00	$79,924.00	$89,430.00
	$26.07	$29.96	$33.85	$38.42	$43.00
8	$61,434.00	$70,609.00	$79,784.00	$90,555.00	$101,326.00
	$29.54	$33.95	$38.36	$43.54	$48.71
9	$69,642.00	$80,043.00	$90,444.00	$102,654.00	$114,864.00
	$33.48	$38.48	$43.48	$49.35	$55.22

Effective July 1, 2015
Ranges above reflect annual (full time, 12 month rates)
and hourly rates

Salary Ranges for Cleveland State University
Professional Staff
Represented by SEIU/01199
Technology Scale

Appendix E

Grade	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
1	$28,520.00	$32,780.00	$37,039.00	$42,040.00	$47,040.00
	$13.71	$15.76	$17.81	$20.21	$22.62
2	$32,499.00	$37,353.00	$42,207.00	$47,905.00	$53,603.00
	$15.62	$17.96	$20.29	$23.03	$25.77
3	$36,894.00	$42,404.00	$47,914.00	$54,383.00	$60,851.00
	$17.74	$20.39	$23.04	$26.15	$29.26
4	$41,868.00	$48,121.00	$54,374.00	$61,715.00	$69,055.00
	$20.13	$23.14	$26.14	$29.67	$33.20
5	$47,588.00	$54,696.00	$61,803.00	$70,147.00	$78,490.00
	$22.88	*$26.30*	$29.71	$33.72	$37.74
6	$54,221.00	$62,319.00	$70,417.00	$79,924.00	$89,430.00
	$26.07	$29.96	$33.85	$38.42	$43.00
7	$61,434.00	$70,609.00	$79,784.00	$90,555.00	$101,326.00
	$29.54	$33.95	$38.36	$43.54	$48.71
8	$69,642.00	$80,043.00	$90,444.00	$102,654.00	$114,864.00
	$33.48	$38.48	$43.48	$49.35	$55.22
9	$81,166.00	$93,288.00	$105,410.00	$119,641.00	$133,871.00
	$39.02	$44.85	$50.68	$57.52	$64.36

Effective July 1, 2015
Ranges above reflect annual (full time, 12 month rates)
and hourly rates

Appendix F

Salary Ranges for Cleveland State University
Professional Staff Employees
Represented by SEIU/01199

Grade	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
1	$25,582.00	$29,403.00	$33,223.00	$37,708.00	$42,193.0 0
	$12.30	$14.14	$15.97	$18.13	$20.2 9
2	$28,948.00	$33,272.00	$37,595.00	$42,671.00	$47,746.0 0
	$13.92	$16.00	$18.07	$20.51	*$22.95*
3	$32,987.00	$37,914.00	$42,840.00	$48,624.00	$54,407.00 I
	$15.86	$18.23	$20.60	$23.38	$26.16
4	$37,447.00	$43,040.00	$48,633.00	$55,199.00	$61,764.00
	$18.00	$20.69	$23.38	$26.54	$29.69
5	*$42,496.00*	$48,843.00	$55,190.00	$62,641.00	$70,091.00
	$20.43	$23.48	$26.53	$30.12	$33.70
6	$48,302.00	$55,516.00	$62,730.00	$71,199.00	$79,667.00
	$23.22	*$26.69*	$30.16	$34.23	$38.30
7	$55,034.00	$63,254.00	$71,473.00	$81,122.00	$90,771.00
	$26.46	$30.41	$66.18	$39.00	$43.64
8	$62,355.00	$71,668.00	$80,981.00	$91,914.00	$102,846.00
	$29.98	$34.46	$38.93	$44.19	$49.45
9	$70,687.00	$81,244.00	$91,801.00	$104,194.00	$116,587.00
	$33.98	$39.06	$44.14	$50.09	$56.05

Effective July 1, 2016
Ranges above reflect annual (full time, 12 month rates)
and hourly rates

Salary Ranges for Cleveland State University
Professional Staff
Represented by SEIU/01199
Technology Scale

Appendix G

Grade	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
1	$28,948.00	$33,272.00	$37,595.00	$42,671.00	$47,746.00
	$13.92	$16.00	$18.07	$20.51	$22.95
2	$32,987.00	$37,914.00	$42,840.00	$48,624.00	$54,407.00
	$15.86	$18.23	$20.60	$23.38	$26.16
3	$37,447.00	$43,040.00	$48,633.00	$55,199.00	$61,764.00
	$18.00	$20.69	$23.38	$26.54	$29.69
4	$42,496.00	$48,843.00	$55,190.00	$62,6400	$70,091.00
	$20.43	$23.48	$26.53	$30.12	$33.70
5	$48,302.00	$55,516.00	$62,730.00	$71,199.00	$79,667.00
	$23.22	$26.69	$30.16	$34.23	$38.30
6	$55,034.00	$63,254.00	$71,473.00	$81,122.00	$90,771.00
	$26.46	$30.41	$34.36	$39.00	$43.64
7	$62,355.00	$71,668.00	$80,981.00	$91,914.00	$102,846.00
	$29.98	$34.46	$38.93	$44.19	$49.45
8	$70,687.00	$81,244.00	$91,801.00	$104,194.00	$116,587.00
	$33.98	$39.06	$44.14	$50.09	$56.05
9	$82,383.00	$94,687.00	$106,991.00	$121,435.00	$135,879.00
	$39.61	$45.52	$51.44	$58.38	$65.33

Effective July 1, 2016
Ranges above reflect annual (full time, 12 month rates)
and hourly rates

APPENDIX H

LISTING OF TECHNOLOGY POSITIONS WITHIN SEIU

Position Title	Salary Grade	Department
Applications Developer	06T	Research & Graduate Studies,VP
Assisitive Technology Spc	04T	Disability Services
Asst Dir, Inst Research	07T	Institutional Research
Audio Engr/Coord, Audio Svc	OST	Music Department
Business Analyst	07T	Information Services & Techno!
CCTV System Specialist	OST	Access Control
Classroom Technology Specialst	04T	Center for Inst Tech&Dis Learn
Communicatn Facilities Speclst	07T	Telecommunications Department
Computer Systems Specialist	06T	College of Engineering, Dean
Computer Technician	03T	Main Library
Coord, Telecomm Svcs	OST	Telecommunications Department
Data Administrator	06T	Advancement Services
Data Administrator	06T	Education Students Serv Ctr
Data AnalysVSystems Developer	06T	Institutional Research
Database Administrator	OST	Information Services & Technol
Desktop/Server Specialist 1	04T	Information Services & Technol
Desktop/Server Specialist 2	OST	Information Services & Techno!
Desktop/Server Specialist 3	06T	Information Services & Techno!
Electronic Specialist	04T	College of Engineering, Dean
Enterprise Applic Developer	07T	Information Services & Techno!
Enterprise Network Specialist	06T	Telecommunications Department
Enterprise Sys Administrator 1	07T	Information Services & Technol
Enterprise Sys Administrator 2	OST	Information Services & Techno!
Financial Systems Administratr	07T	Controller's Office
Help Desk Consultant	OST	Information Services & Techno!
Help Desk Specialist	03T	Information Services & Techno!
Instr Media Specialist	04T	College of Education, Dean
Integration Engineer	07T	Information Services & Techno!
Laboratory Maint Speclst	03T	College of Engineering, Dean
Learning.Sys Admin	OST	Center for eLearning
Library Systems & Data Spc	05T	Main Library
Library Systems Specialist	OST	Main Library
Marketing/Comm Digital Rep	OST	Alumni Affairs
Mgr,Broadcast & Camp Eng	07T	School of Communication
Mgr, Computing Services	06T	College of Business Admn, Dean
Multimedia Designer	OST	Marketing/Public Affairs
Network Support Specialist	06T	Main Library
Online Course & Mat Developer	OST	Center for eLearning
Programmer Analyst	OST	Registrar's Office
Secur & Safety Syst Specialist	03T	Access Control
Security Administrator 2	07T	Information Services & Techno!
Sr Ent Ntwk Msg Admin	OBT	Information Services & Techno!
Sr Enterprise App Developer	OBT	Information Services & Techno!
Sr Enterprise Network Spclst	OBT	Information Services & Techno!
Sr Functional Business Analyst	07T	Registrar's Office
Sr Inst Dsnr/Mgr QA	06T	enter for eLearning
Sr InstructionalTechnologist	06T	enter for Inst Tech&Dis Learn
Sr Integration Eng	OBT	Information Services & Techno!
Sr Multimedia Devlp &Instr Des	06T	enter for eLearning
Sr Programmer/Analyst	07T	rban Resrch & Public Serv Ctr

Sr Systems Administrator	07T	Information Services & Technol
Sr Telecommunications Spc	05T	Telecommunications Department
Sr Web Applications Developer	oaT	Information Services & Technol
Sr. Instructional Designer	06T	Center for elearning_
Systems Coordinator	05T	Financial Aid Office
Systems Coordinator	05T	University Police Department
Systems Manager	07T	College of Urban Affairs, Dean
Systems Security Administrator	05T	Information Services & Technol
Systems/Web Administrator	06T	Law Library
Technical Trainer	05T	Information Services & Techno!
Technology Support Specialist	04T	College of Law
Telecommunications Ana_IYl)t	03T	Telecommunications De artment
UNIX Systems Data Admin	06T	College of Law
Web Developer	06T	Information Services & Technol
Web Site Specialist	04T	Main Library

Procedure and Qualificat1ons for Appointment and Promotion of Bargaining Unit Librarians in Rank

a) Procedure for Appointment to all Librarian Ranks

The librarian members of the Search Committee shall constitute a PAC for the purpose of recommending a librarian rank for each candidate that the Search Committee recommends for the position.

b) Procedure for Promotion to all Librarian Ranks

The Personnel Action Committees for Promotion (PAC-Ps) shall be responsible for making recommendations on candidates applying for promotion.

1. Membership:

1.a) There shall be a separate PAC-P for each candidate applying for promotion.

1.b) Each committee shall consist of three Librarians.

1.c) Only Librarians shall serve on PAC-Ps.

1.d) A majority of members of each PAC-P must be of the same or higher rank as the rank requested by the candidate.

1.e) Each PAC-P shall include both administrative and bargaining unit Librarians.

1.f) Law Library PAC-Ps shall be composed of a majority from the Law Library. University PAC-Ps shall be composed of a majority from the University Library.

1.g) One member of each PAC-P shallbe from the other library.

1.h) The direct supervisors of the candidate for promotion shall not be eligible to serve on the PAC-P considering that candidate.

1.i) The directors of the University and Law libraries are not eligible to serve on a PAC-P.

2. Election of PAC-Ps:

2.a) PAC-Ps will be established only when there are candidates seeking promotion.

2.b) The candidate's home library will elect all the PAC-P home library members.

2.c) Once membership criteria for the non-home (visiting) library PAC-P member are established, the home library director will request from the visiting library director that a conforming Librarian be elected. If there is only one conforming librarian this librarian will be appointed to serve.

2.d) The PAC-P members will be elected from among the eligible Librarians who have stated their willingness to serve.

2.e) In the event *of* conflict of interest or schedule conflicts due to vacation or sick leave, an alternate shall be elected.

2.f) Upon election of the PAC-P, it will elect a chair and receive the promotion dossier with supporting materials from the library director.

2.g) In the event that there are no eligible candidates from the visiting library who are able to serve, the balance of the PAC-P members shall be elected from the home library.

3. Recommendations:

3.a) The PAC-P will receive the candidate's promotion dossier with supporting material from their library director after the election of the PAC-p. Each candidate's dossier will include:

resume, self-evaluation, and administrative evaluations. Letters of reference are optional. Other supporting documentation may be included.

3.b) The PAC-P shall review the candidate's promotion dossier and supporting materialand make a decision by majority vote to recommend promotion or not. The PAC-P may request additional letters of reference or supporting documentation. The PAC-P's recommendation with rationale will be forwarded to the candidate's library director for evaluation. A minority opinion with rationale may also be provided.

3.c) The director of the University Library will forward the promotion dossier with supporting materials, the PAC-P's recommendation and rationale, and his/her recommendation and rationale to the provost.

3.d) The director of the Law Library will forward the promotion dossier with supporting materials, the PAC-P's recommendation and rationale, and his/her recommendation and rationale to the dean of the Law Schoolwho will then forward it to the provost with his/her recommendation and rationale.

3.e) The provost will approve or deny promotion for each candidate after reviewing all the materialprovided. In the case of a decision resulting in no promotion, the provost shall provide in writing a rationale for this denial to the library directors and the Law SchoolDean.

3f) Copies of the recommendations with rationales will be supplied to the candidate at every step of the procedure.

3.g) Candidates for promotion may withdraw their application at any step in the procedure.

4. Timeline:

By October 1 Notification by candidates of their applications for promotions

to their library director. A promotion dossier with supporting materials must accompany notification.

By October 8 Election of PAC-Ps.

By October 15 Election of PAC-P chairs by PAC-P members.

By October 16 Library directors submit promotion dossier with supporting material to PAC-P chairs.

By October 20 PAC-Ps begin review *of* candidates' applications for promotion.

By December 1 PAC-Ps forward recommendations with rationale to library directors.

By January 15 Law Library director forwards dossiers and recommendations with rationales to Dean of Law School.

By January 25 Dean of the Law School and University Library director forward recommendations with rationales and dossiers to provost.

By February 15 Provost forwards recommendations to University President.

By April 15 Appropriate administrative officials notify the candidates of the final decision with respect to promotion.

Should any of the above dates in a given year fall on a University holiday, emergency closure, or a weekend, the due date will become the next immediate business day.

From candidates who have been reviewed in accordance with the procedures outlined above, the president shall recommend to the Board of Trustees acceptable candidates for promotion.

5. Grievances and Disagreements:

Within ten working days of receipt of the final decision, the candidate may initiate at Step 3 the CSU/SEIU District 925 Grievance Procedure on the basis that the denial of promotion was demonstrably arbitrary, discriminatory, capricious or in violation of procedures established in the CSU/SEIU District 925 Agreement.

c) Qualifications for Librarian Ranks

Appointment to or promotion within librarian ranks shall be on the basis of merit and without regard to race, color, religion, sex, or national or ethnic origin. Librarians are expected to perform according to the highest standards of ethics and responsibility. The primary mission of librarians includes the selection, organization, management, and provision of information resources and services, as well as performing research and providing instruction on the use of these resources. Assignments also include the

management of human, fiscal, and technological resources. Duties assigned to each hbrarian are found in individual position descriptions. Good performance of these assigned duties is the threshold for promotion. In addition each librarian is expected to participate in a combination of scholarly, professional, and service activities of her/his choice.

The cumulative *effect* of the performance of assigned duties and of scholarly, professional and service activities will be used to develop the recommendation of the PAC-P for promotion.

1. Assigned Duties may include:

   1.a) Collection development and management

   1.b Reference & information service and research support

   1.c) Cataloging, database management, and organization of information resources

   1.d) Instruction on library use, resources, and research

   1.e) Management of library units/activities and supervision of personnel

   1.f) Contributions to library planning and decision making

   1.g) Application of current advances in librarianship and information technology

   1.h) Library systems, hardware, software and information technology

   1.i) Liaison activities with individual faculty or assigned departments

2. Scholarly, Professional. and Service Activities may include:

   2.a) Academic Coursework and Degrees

   2.b) Awards

   2.c) Attendance at Conferences and Workshops

   2.d) Participation in Professional Organizations

   2.e) Consultantships

   2.f) University Service

   2.g) Publications

   2.h) Community Service

   2.i) Presentations

   2.j) Mentoring of Colleagues

2.k) Teaching.

d) Librarian Ranks

1. Assistant Librarian

Assistant Librarian is an entry level rank. An Assistant Librarian is appointed to this rank upon evidence that he\she holds a master's degree in library science from a school accredited by the American Library Association or its equivalent, exhibits good *promise* as a librarian, and *potential* for achievement in scholarly, professional, or service activities.

2. Senior Assistant Librarian

Appointment or promotion to the rank of Senior Assistant Librarian shall be based on evidence of *full competence* in performing assigned duties. The librarian will have demonstrated an *exploration* of scholarly, professional, or service activities and the ability to incorporate these activities into the work experience to enrich performance. Librarians will normally have at least two (2) years of professional experience before being appointed or promoted to this rank.

3. Associate Librarian

Appointment or promotion to the rank of Associate Librarian shall be based on *superior* performance of assigned duties. The librarian will have a record of *significant participation* in the areas of scholarship, professional, or, service activities at the local or regional level and will have demonstrated the ability to incorporate these activities into the work experience. Librarians will normally have at least five (5) years professional experience before being appointed or promoted to this rank.

4. Librarian

Appointment or promotion to the rank of Librarian shall be based on evidence of *sustained excellence* in the performance of assigned duties. The Librarian will have a record of *significant contribution* in the areas of scholarship, professional, or service activities such that the cumulative effect of these contributions will reflect a leadership role at the regional or national level. Librarians will normally have at least eight (8) years of professional experience before being appointed or promoted to this rank.

Appendices:

Appendix #1: Examples of Scholarly, Professional, and Service Activities

Each librarian is expected to participate in a combination of scholarly, professional, and service activities. Activities that enhance the librarian's job performance and/or support the mission of the libraries or the university will receive the greatest consideration. Activities that are assigned to the librarian are considered Assigned Duties and are not considered under the category of Scholarly, Professional, and Service Activities. Following is a list of examples of scholarly, professional, and service activities. The examples listed under each activity are not intended to be all-inclusive. The examples listed under each activity are listed in order of complexity. For librarians to advance through the ranks, the overall level of complexity of their scholarly, professional, and service activities must increase. Prior to making an application for promotion,

librarians are encouraged to seek advice from librarians already at the rank they are seeking.

Scholarly Activities:

Academic Coursework and Degrees:

- College level coursework
- Certificate, license
- Master's Degree
- Doctoral Degree

Awards:

- Unsolicited letters of commendation

Publications:

- Book review
- Report of conference presentation
- Several reviews
- Article
- Solicited Article
- Article in referred journal; chapter in book; editor of column: other substantive writing
- Monograph

- Seminal work

Library and Scholarly Presentations at Local, Regional, & National Levels:

- Poster session
- Panel membership
- Conference presentation

Teaching:

- Team-taught workshop instructor
- Teaching one session of a class
- VVorkshop leader
- University course

Professional Activities at Local, Regional, & National Levels:

Participation in job-related professional organizations:

- Membership in an organization
- Attendance at professional conference
- Membership on a committee or equivalent
- Leadership position: local, regional, national
- Elected position: local, regional, national

Consultantships:

- Solicited services provided as a consultant

Substantial and considerable solicited services provided as a consultant

Mentaring of Colleagues:

- Informal mentoring
- Short-term mentoring organized through a professional organization
- Long-term mentoring organized through a professional organization

Service Activities:

Awards:

- letters of commendation

Consultantships:

- Solicited services provided as a consultant
- Substantial and considerable solicited services provided as a consultant

University Service:

- Contributions to university programs, such as a mentoring program
- Participation on university committees or other formal groups
- Leadership position on university committees or other formal groups
- Demonstrated substantial contribution to the university

Community Service:

- Participation in one or more community organizations
- Leadership or demonstrated evidence of effectiveness community organization(s)
- Recognized major leadership in a community organization

Presentations:

- Presentations on behalf of the University (e.g. recruitment at high schools)
- Presentations to the community (e.g. Speakers Bureau)