

AGREEMENT

BETWEEN CLEVELAND STATE

UNIVERSITY

and

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 4340**

November 1, 2021 through October 31, 2024

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AGREEMENT

Section 1. Cleveland State University (hereinafter called the "University") and Communications Workers of America, AFL-CIO (hereinafter called the "Union"), having engaged in discussions for the purpose of establishing harmonious employment relationships, acknowledge that this Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the University and the members of the bargaining unit. As a result, the parties have agreed as follows:

- a. The principles of productivity and quality of work performance are essential for the continuation of employment, fair wages and benefits and good working conditions for bargaining unit employees;
- b. The University is operated for the benefit of students for their education;
- c. The organization and operation of the University differ from that in the private sector and that the University-Union relationship may have differences and similarities to management-union relationships in private industry;
- d. It is in the best interest of all parties to promote effective, respectful and trusting relations between the University and the Union; and
- e. This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties, eliminating all past and existing practices.

Section 2. The Union and the University acknowledge that they have had ample opportunity to submit proposals and bargain over all negotiable matters and that with this Agreement the Union hereby expressly waives any right to bargain over matters covered by this Agreement or other matters affecting wages, hours, benefits, or other terms and conditions of employment during the term of this Agreement.

Section 3. The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. Where this Agreement is silent on a wage, hour, term or condition of employment, applicable law applies, and the Union expressly waives any right it may have to negotiate over the decision or effects of such matters or actions.

ARTICLE 1 LEGALITY

Section 1. It is the intent of the University and the Union that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions, unless lawfully superseded by this Agreement. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement.

Section 2. In the event a tribunal renders such a decision, the parties shall meet to discuss such decision no later than fourteen (14) calendar days after entry of final judgment therein.

Section 3. This Agreement shall be considered reopened only as to those subjects which such court decisions and/or legislation require reopening.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Both the University and the Union recognize their respective responsibilities for non-discrimination under federal and state constitutions, codes and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of a protected class. Specifically, it is understood that University policies prohibit discrimination/harassment toward individuals of the University community on the basis of race, sex (including pregnancy), religion, color, age, national origin, veteran and/or military status, genetic information, or disability and discrimination/harassment toward individuals for other reasons such as sexual orientation, gender identity and/or expression, marital status or parental status. The University and the Union agree to cooperate in efforts to conduct programs, services and activities in accordance with applicable federal (including Title IX of the Educational Amendments of 1972), state and local laws, regulations and orders and in conformance with University policies. The University will not tolerate discrimination/harassment of its faculty, staff or students by persons conducting business with or visiting the University, even though such persons are not directly affiliated with the University.

Section 2. The University and the Union agree that there shall be no discrimination in any form, including interference, restraint, intimidation or coercion, related to the free exercise of the following rights of a University employee:

- a. To be a member of a union or employee organization;
- b. To not be a member of a union or employee organization;
- c. To provide support to a union or employee organization;
- d. To not provide support to a union or employee organization.

Section 3. The University shall publish the functions, rules and activities of the Plan by posting the following information on the University's website:

- a. The name, telephone number and address of the Director for Institutional Equity;
- b. The names, telephone numbers and addresses of the Appointing Authority and the Director for Institutional Equity and the fact that they are available to counsel employees who believe they have been discriminated against because of a protected class specified in Section 1 of this Article;
- c. The right of each employee who believes that he or she has been discriminated against

because of a protected class specified in Section 1 of this Article to file a complaint; and

d. The complaint procedure and time limits for such complaints.

Section 4. The University agrees that it will continue to evaluate tests, employment policies, practices and qualifications to ensure that any such policies, practices and qualifications do not have an unequal impact on women and minorities.

Section 5. Filing and Presentation of Complaints. The University shall have a procedure for accepting complaints from any aggrieved employee who believes she or he has been illegally discriminated against because of a protected class specified in Section 1 of this Article. Complaints can be filed in person by the employee or in writing by the employee or an authorized representative from the Union or University community. Such complaints shall first be made and heard according to the Office for Institutional (OIE) Procedures for Investigating Complaints of Discrimination and Harassment. Once the OIE process is completed, the matter may be processed through the grievance procedure set forth in this Labor Agreement.

Section 6. Complainant's Right to Have Representation. At any stage in the presentation of a complaint, the complainant shall have the right to be accompanied, represented and advised by a representative of his or her own choosing from the Union or the University community. Complaints heard or meetings required under this procedure shall normally be held during working hours, unless otherwise expressly agreed by the Union and the University.

Section 7. In this Agreement, gendered pronouns are rendered as he/she, him/she and his/her and should not be construed as an attempt to exclude any gender identity, gender expression, or sex unless this Agreement clearly requires a different construction.

ARTICLE 3 RECOGNITION

Section 1. The University recognizes Communications Workers of America, AFL-CIO as the exclusive representative for purposes of collective bargaining with respect to all matters pertaining to wages, hours, terms or other conditions of employment of employees of Cleveland State University in the following bargaining unit.

Section 2. All regular full-time and regular part-time employees working the classifications or positions set forth in Appendix A attached hereto, excluding supervisors, university police, managerial, confidential, temporary, intermittent call-in, seasonal, professional, casual, and student employees and faculty members, and employees set forth in Appendix B attached hereto.

In the event the jobs within the bargaining unit are changed, restructured, redefined or a new position created, the parties will meet upon request to determine if such positions shall be included in the bargaining unit.

Section 3. When a new bargaining unit employee is hired, the University will inform the Local Union of the person's name, classification, title, work address and work telephone number.

ARTICLE 4 CHECKOFF

Section 1. Employee membership in the Union is voluntary and is not a condition of employment. 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 individually signed authorization cards (Checkoff cards) executed by the member for that purpose and bearing his signature. In the event that the authorized monthly deduction amount is to be changed, then the Union shall notify the University in writing at least thirty (30) days prior to the requested effective date of the change. Union dues deductions will not be taken without affirmative consent from the employee. The Checkoff card shall comply with all applicable federal and state laws and regulations.

Section 2. An employee shall have the right to revoke such authorization by giving written notice to the University and the Union at any time. The University's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 3. All authorized deductions will be made from the member's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union no later than the 5th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4. The Union shall furnish the name, title, and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the University.

Section 5. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the University for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 6. In addition to dues, subject to solving operational problems, the University shall deduct check off payments to COPE or a designated Credit Union. The COPE payments shall be identified as such and forwarded to the Union on a timely basis. Where applicable, the Union shall notify the University of the proper disposition of Credit Union money. The Communications Workers of America shall reimburse the University annually for the University's actual cost for the expenses incurred in administering the payroll deductions for COPE.

Section 7. The University may continue to make available to interested employees who have completed their probationary period the existing payroll deduction programs, as well as any other programs which the University may endorse.

All employees are required to participate in the University's direct deposit or bank payroll card program, as the University does not issue paper checks.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Union recognizes the University as the body of authority solely vested with the right to run the University. It shall have the right to take any action it considers necessary and proper to effectuate any management policy express or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority. The University has no duty to bargain over its decisions or the effect(s) of such decisions.

Section 2. Except as limited under this Agreement, the management rights include, but are not limited to, the right to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline; to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed; to privatize or subcontract services; to determine the University's goals, objectives, programs, and services, and to utilize personnel in a manner determined by the University to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty or to transfer employees among University sites or between jobs; to promulgate and enforce work rules, University orders, policies, and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the University's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the University; to determine the University's goals and mission; to determine the conduct and performance expected of an employee in an emergency situation; to establish programs, protocols, services and requirements intended to protect the health, safety and welfare of students, employees and members of the University community; to join and/or participate 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, or enhancement of University operations; and 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 administration.

Section 3. In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the University. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation, during the term of this Agreement, either with respect to the decision or its effects.

ARTICLE 6 BARGAINING UNIT WORK

Work customarily performed by employees within the bargaining unit shall not be regularly performed by supervisors or other personnel not included within the bargaining unit, except under the following conditions:

- a. Where bargaining unit and non-bargaining unit job content and functions overlap;
- b. In the event of an emergency;

- c. For training purposes;
- d. Where qualified employees are not readily available;
- e. Where necessary to maintain normal operations because of absenteeism or other leave.
- f. To meet extraordinary production, service or operational needs or for completion of a special project.

ARTICLE 7 CONTRACTING OUT

Section 1. It is not the intent of the University to contract out or subcontract bargaining unit work for reasons other than to create greater efficiencies or to improve operational effectiveness; to participate in any shared services arrangements, public or public-private partnerships council of governments and consortiums, or other service delivery or program performance models that contribute to the efficiency, effectiveness, economy or enhancement of University operations or as otherwise provided for in Article 5: Management Rights. The University at its sole discretion may use additional resources outside the bargaining unit to supplement bargaining unit staff on an as-needed basis provided that the number of bargaining unit staff is not reduced thereby.

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 bargaining unit work. Prior to a final decision being made to subcontract/contract out work, the Union shall be given, if requested within (10) working days of receiving the written notice, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within five (5) working days of the Union's request unless otherwise agreed by the parties. Within five (5) working days of the meeting, the Union in its discretion may provide alternatives to the University's intended action. 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 action 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 11: Grievance Procedure.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 1. The University 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 programs and operations. Therefore, the Union agrees that during the term of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University. Further, the Union agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any

strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University, except as provided by and in conformance with the Ohio Public Sector Bargaining Act, and after negotiating impasse has been reached.

Section 2. In addition, no member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University. Violation of this provision shall be proper cause for disciplinary action, including discharge.

Section 3. In the event any violation of this Article occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick out, or other interference with normal University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately advise members of the bargaining unit to return to their duties at once.

Section 4. The University agrees that during the term of this Agreement, and after expiration of this Agreement, it shall not lock out any bargaining unit members covered by this Agreement, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

Section 1. A Labor/Management Committee shall be established to discuss matters of mutual concern within the University.

Section 2. The committee shall consist of not more than four (4) representatives of the University and not more than four (4) representatives of the Union.

Section 3. The parties shall meet not more than once every two (2) months, unless otherwise mutually agreed. The time, date and place of the meetings shall be mutually agreed upon by the parties. Meetings shall be scheduled during working hours and shall be with pay. Bargaining unit members, up to a maximum of four (4), will be paid per each meeting (1.5 maximum hours for four (4) members; two (2) maximum hours for three (3) members or three (3) maximum hours for two (2) members) provided that the University shall not pay more than six (6) hours pay for the entire bargaining unit per meeting. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed will be submitted by either the Union or the University to the other party.

Section 4. The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations on terms and conditions as set out in this Agreement.

ARTICLE 10 UNION REPRESENTATION

Section 1. The Union shall appoint stewards and chief stewards, as needed, to provide efficient communication between the bargaining unit employees and the management of the University. It is understood that the Union may select alternate stewards to replace regular stewards that are not

present. Alternate stewards may function only in the absence (e.g., sick leave, vacation) of the regular steward. The University will be kept informed of the identity of stewards, chief stewards, alternate stewards, and officers of the Union. It is understood that the selection of stewards, chief stewards, and alternate stewards shall not interfere with the orderly process and needs of the University.

Section 2. The University will recognize one (1) Chief Steward-at-large and stewards not to exceed the following numbers: The clerical employees shall be represented by up to three (3) stewards; the physical plant departments shall be represented by up to three (3) stewards; the law library shall be represented by one (1) steward; the main library shall be represented by up to two (2) stewards. Stewards may represent any bargaining unit member. With prior approval of the steward's supervisor, the University will provide paid release time for those purposes authorized by this Agreement. Such requests shall not be unreasonably denied. Only 1 steward will be paid to attend and represent an employee at a disciplinary, grievance or other permitted meeting unless otherwise agreed or requested by Administration. 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 3. Union Office. The University shall continue to provide space at the University to be utilized by the Union for an office.

Section 4. Bulletin Boards. The University shall maintain the current bulletin boards at locations mutually agreed upon by the Union and University for the exclusive use of the Union. Bulletin Boards may be relocated by agreement of the parties during the term of this Agreement. Agreement to relocate Bulletin Boards shall not be unreasonably withheld. The cost of the bulletin boards, their installation, and their maintenance shall be the sole responsibility of the Union. The bulletin boards may be glass enclosed and may have the ability to be locked by an appropriate Union Representative. The Union shall designate four (4) Union Representatives who shall be responsible for the posting of notices and shall notify the University of the identity of those representatives.

The use of the bulletin boards will be for the posting of the following notices:

- a. Meeting notices;
- b. Union elections and nominations;
- c. Appointments to Union offices;
- d. Union social and recreational affairs;
- e. Union financial statements;
- f. Agreements between the Union and University;
- g. Grievance settlements and/or resolutions.

Notices or announcements shall not contain anything controversial nor anything reflecting poorly upon the University or any of its employees. To ensure compliance herewith, where possible the Union agrees to submit copies of all materials to be posted to the Vice President for Administration or designee at least twenty-four (24) hours prior to posting.

Section 5. Union Meetings and Events. Union members may hold meetings and social events within the facilities of Cleveland State University, provided they conform to those University policies and procedures required of other organizations which use University facilities from time to time. Bargaining unit members may not attend such meetings and social events on paid time.

Requisitions will be handled by the University's Department of Conference Services, and must be approved and signed by a responsible Union Representative and the Vice President for Administration or designee.

Section 6. The University shall provide the Union free local phone service and equipment.

Section 7. At no cost to the Union, the Local will be provided with an e-mail account, a link for maintaining a web page accessible on the worldwide web, and a cable connection to the University computer.

Section 8. The Union shall be provided with the opportunity to meet with new bargaining unit employees at the time of new employee orientation.

Section 9. This agreement shall be distributed on-line via a website link to each bargaining unit member at the employee's official University e-mail address. New hires shall receive a memo containing the website link to this agreement.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the University. The prompt and fair disposition of grievances involves the 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, under this procedure, may be brought by the Union, the University, or any bargaining unit member.

Section 3. A grievance is a complaint or allegation by a member of the bargaining unit that there has been a violation of a specific provision(s) of this Agreement. When grievances arise, the following procedures shall be observed:

Step 1. A written grievance must be filed with the employee's supervisor within fifteen (15) working days of the event upon which the grievance is based. An individual employee's grievance must be signed by both the employee's steward and the employee to be considered valid. Within ten (10) working days after the filing of the grievance, a meeting will be held among the supervisor, the aggrieved employees, and/or a representative of the Union. Following this meeting, the supervisor shall issue a written answer to the grievance within seven (7) working days.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee and/or Union may appeal the Step 1 answer to the appropriate Department Head, within seven (7) working days after receipt of the Step 1 response. Such appeal shall be in writing. The Department Head shall schedule a grievance meeting with the employees and/or a representative of the Union, within seven (7) working days after receipt of the appeal and shall issue a written decision to the aggrieved member within seven (7) working days after the close of the meeting.

Step 3. If the grievance is not satisfactorily settled in Step 2, the aggrieved member(s) and/or the Union may file an appeal with the University's Vice President for Business Affairs and Finance or his designee within seven (7) working days after the receipt of the Step 2 decision. Such appeal shall be in writing. The Vice President for Business Affairs and Finance or his designee, and up to one (1) other representative of the University whose identity shall be determined solely by the University, shall schedule a grievance meeting with the aggrieved member(s) and/or the representative of the Union as outlined above within seven (7) working days after the receipt of the appeal and shall render a written response within seven (7) working days after the close of the meeting. A copy of said response shall be sent to the Union President or his/her designee. In the event an employee represents himself/herself, the Union reserves the right to attend a Step 3 grievance meeting as a witness.

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

Step 4. If the grievance is not satisfactorily settled in Step 3, the Union may submit the matter to binding arbitration by so notifying the Vice President for Business Affairs and Finance or designee in writing, within thirty (30) days following the date the grievance was answered in Step 3 of the grievance procedure. The parties shall proceed to arbitration pursuant to the following procedure.

Section 4. (a) Within ten (10) days of the Vice President for Business Affairs and Finance or his designee's receipt of the Notice to Arbitrate, the parties shall request the American Arbitration Association to submit a panel of seven (7) 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. The fees and expenses of the arbitrator, shall be borne by the losing party.

(b) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances alleging the violation of a specific provision(s) of this Agreement, the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority (1) to add to or subtract from or modify in any way any of the provisions of this Agreement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law.

Section 5. Any grievance in Steps 1 through 4 which is not processed in a timely manner by the Union shall be considered withdrawn. Any grievance in Steps 1 through 4 which is not processed in a timely manner by the University shall be deemed to have been appealed to the next step. It is not the University's intent to not respond to grievances. The University and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

Section 6. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the University and the Union and/or between the University and an employee, and by this procedure, the Union and employees waive the right to litigate or resolve such

grievances in any other forum or by any other procedure. The decision of the Arbitrator and all grievance settlements reached by the Union and the University shall be final, conclusive, and binding on the University, the Union, and the employees. A grievance may be withdrawn by the Union at any time.

Section 7. All grievance meetings under this Article between management representatives and union representatives, including steward(s) and grievants, shall be held during working time without loss of pay or benefits; however, only one (1) steward shall be paid unless prior approval is granted by the appropriate Step Administrator. Employees and/or stewards shall be released with pay under this Section so long as it does not interfere with University operations and upon prior notice to and approval of the employee's and steward's respective supervisors. Such approval shall not be unreasonably withheld. All other union meetings or business, including additional preparation necessary to process grievances, shall be done during non- working time and without pay or benefits unless otherwise expressly agreed by the University.

ARTICLE 12 SENIORITY

Section 1. Seniority for employees shall be that employee's uninterrupted length of continuous service from the original date of hire with the University in a classification that is currently within the CWA bargaining unit. Seniority shall be based on service points calculated as follows:

1. Credit an employee with one (1) service point for each bi-weekly pay period of active full-time service.
 2. Credit an employee with one-half (0.5) service point for each bi-weekly pay period of active part-time service.
- A. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.
 - B. Time on an approved paid authorized leave of absence will be considered active service for purposes CWA service points.
 - C. Employees hired on the same day prior to 2014 and who have the same amount of service points, we will use the last 4 digits of their SSN in numerical order to determine seniority. Employees hired on the same day after 2014 and who have the same amount of service points, we will use their application date to determine seniority.

Section 2. Seniority shall be broken when an employee:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Is laid off more than eighteen (18) months;
- d. Is absent without notice for three (3) consecutive work days;

e. For recall purposes, fails to notify the Human Resources Department within three (3) working days of his/her acceptance of the recall. The time period for acceptance begins on the date the employee receives notice via certified mail sent to the employee's last known address as shown in the University's records. Employees are responsible for notifying the University of any change in their address.

f. Declines recall or fails to report to work on the first scheduled date of his/her return to duty. This provision may be waived in the sole discretion of the University for good cause.

ARTICLE 13 PROBATIONARY PERIOD

Section 1. Employees newly hired into a CWA bargaining unit position shall serve a probationary period of one year.

Employees promoted or transferred to another classification under the job bidding procedure shall serve a probationary period of ninety (90) days.

Section 2. The probationary period provides the employee with the opportunity to learn the duties of the new position and to demonstrate that the duties and responsibilities of the position can be undertaken satisfactorily. The employee's job performance is evaluated twice prior to completion 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 first required written evaluation.

During the one year probationary period the University has the sole right to discipline or terminate the employee newly hired into a CWA bargaining unit position, and such discipline or termination shall not be subject to the grievance procedure set forth in this Agreement or the Ohio Civil Service laws and the procedures (e.g., State Personnel Board of Review).

Section 3. If during the ninety (90) calendar day probationary period an employee fails to demonstrate an ability to perform the duties required in a promotion or change of classification, at the University's discretion, the employee may be returned to his/her former position or a similar position in the same classification at his/her previous rate of pay.

Section 4. The probationary period may be extended by mutual agreement between the University and the Union for up to ninety (90) calendar days beyond the expiration date of the original one year or ninety (90) calendar day probationary period.

Section 5. Any employee, probationary or non-probationary, who terminates and is later rehired will serve a new probationary period.

Section 6. A temporary employee who becomes a member of the bargaining unit in the same position, within the same department, shall have time spent in such position credited toward satisfying the probationary period for the particular job involved.

ARTICLE 14 PERFORMANCE EVALUATIONS AND PERSONNEL FILES

Section 1. Performance Evaluations

Performance evaluations will be completed twice during an employee's probationary period and annually thereafter. The process and schedule for completing the evaluation process shall be in accordance with the University's performance evaluation guidelines.

- a. In general, the performance evaluation is completed via an online performance management system by the employee, supervisor, and next level supervisor.

If an employee has been reassigned to a new supervisor within one (1) month of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation if possible. In the case of non-probationary employees, if the supervisor is unable to consult with the previous supervisor, the evaluation will be postponed ninety (90) days. If an employee receives approximately equal supervision from the two (2) persons, both supervisors shall cooperate in and sign the evaluation.

- b. The completed performance evaluation will be discussed with the employee. Following a discussion with his supervisor concerning the performance evaluation, the employee will be granted the opportunity to prepare a statement which he/she may have added to the evaluation. The employee's electronic signature on the evaluation will indicate only that the evaluation was received by and reviewed with the employee, yet does not necessarily imply agreement.

A copy of the completed annual performance evaluation will be available to the employee online. At the employee's request, a hard copy will be furnished to the employee at the time the evaluation is completed.

Section 2. Personnel Files. An employee shall have the right to inspect his personnel record in the presence of a Human Resources staff member. An employee shall be given a copy of any disciplinary notices at or about the time the notice is issued. The employee shall have the ability to rebut material in the file and the Human Resources staff member will place the rebuttal in the personnel file upon the employee's request.

ARTICLE 15 DISCIPLINE

Section 1. The University shall not suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a suspension, discharge, or written disciplinary action through the grievance procedure.

Section 2. The University agrees that it will process disciplinary action within ninety (90) days after the date it knew of the events giving rise to the disciplinary action. This time limit may be extended with the consent of the Union whose consent shall be freely given. The parties agree that it is in their mutual interest to promote the timely processing of disciplinary action based on the thorough investigation and review of the underlying facts and circumstances of the alleged employee misconduct.

Section 3. Before any meeting, disciplinary in nature, between a University representative and an employee, the employee shall be advised that he may have Union representation.

Section 4. An employee has the right to a pre-disciplinary review meeting prior to suspension or termination. A Union Representative can be present at such hearing. An employee should be notified of his/her right to have the hearing and union representation.

Section 5. Disciplinary warnings or suspensions more than two (2) years old will not be used in the progressive disciplinary process provided no further discipline for a similar infraction has occurred since that incident.

Section 6. In any disciplinary matter where the charge is sexual discrimination or harassment of a student, or a claim of sexual violence that occurs on or near campus, the complainant will receive notice of hearings/meetings and outcomes at the same time as the employee receives such notices, and the complainant may attend hearings/meetings with one support person.

ARTICLE 16 LAYOFF AND RECALL

Section 1. In the event of a reduction in force of bargaining unit staff for reasons of lack of work or lack of funds, reorganization or any other legitimate reason as determined by the University, the following procedure shall be used.

- A. The University shall identify the position(s) to be reduced and the affected employee(s).
- B. Layoffs shall be based on job classification and CWA service points as defined in Article 12. Seniority. In other words, the employee with fewest CWA service points within the affected classification is laid off first.
- C. Prior to affecting a regular full-time bargaining unit employee, persons within the affected classification holding appointment categories of temporary and intermittent shall be laid-off first. Next, part-time employees shall be laid-off based on CWA service points. Part-time employees who have not completed their initial probationary period will be laid off before those part-time employees who have completed their probationary period. Next, full-time employees shall be laid-off based on CWA service points. Full-time employees who have not completed their initial probationary period will be laid off before those full-time employees who have completed their probationary period.
- D. Where possible, the University will strive to give 30 calendar days advance notice of a potential layoff to the Union and affected employee(s). The University will provide written notice to the Union and affected employee(s) at least 14 calendar days in advance of the effective date.

Section 2. When there is an employee subject to a reduction in force, the University will determine the affected employee's eligibility for placement or bumping. For purposes of placement, bumping, and recall, an employee must be "immediately qualified". This assessment 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. The University will provide an appropriate allowance for necessary training to acclimate the employee to the operations of the department/unit. "Immediately qualified" shall be at the determination of management. Employees shall have the right to grieve such decision.

If the affected employee is determined to be "immediately qualified", the University will exercise the layoff by:

- A. Placing the affected employee into a vacant position in the same bargaining unit classification. Placement into a vacancy must be at the same or lesser FTE level than the FTE level from which the employee was laid-off (e.g., a part-time employee cannot be placed into a full-time vacancy).
- B. If no vacancy exists as described in Section 2.A., the affected employee shall be placed into a vacant position within his/her bargaining unit classification series, provided the employee's hourly rate is not reduced as a result. An employee may not be placed into a vacancy with a higher pay grade than the pay grade of the position from which he/she was laid-off because this would be a promotion.
- C. If no vacancy exists as described in Section 2.B., the affected employee may displace (bump) the employee with fewest CWA service points within his/her bargaining unit classification series. See Appendix D *Classification Series*. An employee is not eligible to bump if he/she:
 1. has received discipline at the second written warning or suspension level (whether a working paid suspension or an unpaid suspension) at any time during the eighteen months preceding layoff or is covered by a "last chance agreement" (excluding last chance agreements under Article 34); or
 2. has an overall performance evaluation rating of below standard for the two most recent performance evaluation rating periods.
- D. Should there be no one of lower seniority in his/her bargaining unit classification series, the affected employee may displace the least senior employee in a bargaining unit classification that the affected employee held within the past three years. To be eligible, the employee has to meet the criteria specified in Section 2.B. and must be immediately qualified to perform the duties and functions of the position with allowance for necessary training to acclimate the employee to the operations of the department/unit.
- E. Employees placed, bumped or recalled into another CWA bargaining unit position shall be required to serve a 90 day probationary period. The probationary period may be extended for up to ninety (90) calendar days beyond the expiration date. In the event the employee is not able to complete the probationary period due to performance, the employee will maintain recall rights for eighteen (18) months from the original date of lay off.
- F. In lieu of displacing another bargaining unit member, an affected employee may elect to take a voluntary layoff with recall rights for eighteen (18) months.

Section 3. An employee who has been laid-off will retain recall rights to the original bargaining unit classification and his/her full-time or part-time status previously held for a period of eighteen (18) months from the effective date of lay off.

- a. Employees will be recalled based on job classification and in the inverse order of layoff.
- b. Notice of recall shall be sent by certified mail to the employee's last known address. The recalled employee must notify Human Resources his/her interest in returning to work within three (3) working days of the date of receipt of notice. Failure to notify Human Resources within this specified time period will result in the employee's right of recall being forfeited. This provision may be waived in the sole discretion of the University for good cause.

ARTICLE 17 JOB POSTING

Section 1. Regular classified vacancies are posted for at least five (5) full working days on the Human Resources website located at url: <https://hrjobs.csuohio.edu>.

To be eligible to apply for a vacancy in either a bargaining unit or non-bargaining unit position, an employee must have a current satisfactory evaluation indicating that the employee's overall performance meets standards. An evaluation shall be current only if it is not more than 24 months old. In addition, an employee with an active discipline (written warning or suspension) as defined in Article 15 or covered by a "last chance agreement" (including last chance agreements under Article 34) or an overall performance evaluation rating of below standards for the two most recent performance evaluation rating periods shall be ineligible to apply for a vacancy in either a bargaining unit or non-bargaining unit position.

Section 2. Bargaining unit position vacancies and new positions shall be filled through a hiring process compliant with the procedures of the Human Resources Department and the Office for Institutional Equity.

Section 3. If the applicant is a current employee and accepts the offer, the employee is responsible for giving his or her supervisor a two (2) week notice in writing. A shorter time period, if acceptable to both departments, may be arranged.

ARTICLE 18 WORKING OUT OF CLASSIFICATION

When an employee is temporarily assigned to work in a higher rated job classification,, he shall receive a pay rate adjustment if he works in the other classification for fifteen (15) consecutive calendar days or more. Beginning with the sixteenth (16th) consecutive calendar day, an employee assigned to work in a higher rated job classification shall receive a rate of pay equal to the minimum of the salary grade pay range of the position into which the employee is transferred (provided it is not less than the employee's regular rate of pay) or an adjustment increasing his normal rate of pay by five percent (5%), whichever is greater. This rate of pay will be used throughout the period of the assignment. If an employee is assigned to work in a same or lower-rated classification, the employee shall continue to receive his regular rate of pay. Documentation of the reason for the temporary pay adjustment and person named to serve in the position shall be provided to the Department of Human Resources.

ARTICLE 19 HOURS OF WORK AND OVERTIME

Section 1. Forty (40) hours shall be the standard work week for all full-time, regular employees, and normally consists of five (5) consecutive days of eight (8) hours per day. However, the work schedule, shift times and hours may vary significantly due to numerous University requirements. For example, the parties agree that such needs will sometimes necessitate adoption of flexible hours or other changes in employee work schedules, shift, hours, or location as determined and directed by the University. It is understood and agreed that except by mutual agreement, use of "flex time" shall not cause an employee to have to work a split shift. Except for shift rotation or in the case of an emergency, days off shall be consecutive.

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 or to better meet operational needs. For a flexible work schedule involving a compressed work week, e.g. a 4 day work week comprised of 10 hour shifts, the University shall advise the Union at least ten (10) working days in advance of its intent to implementation. Upon its request, the Union shall be provided with the opportunity to bargain the impact, if any, of the University's intended action on the affected bargaining unit employees.

The University shall not implement 12 hour shifts without the Union's agreement. If so agreed, an employee may be assigned to work fewer than forty (40) hours in one week and more than forty hours in the other week of a bi-weekly pay period. In such instances, employee(s) assigned a flexible schedule will be eligible for compensatory time or overtime only after eighty (80) hours in the pay period.

Section 2. Schedule Changes. In the event it becomes necessary, during non-emergency situations, to change a regular work schedule, employees will be given five (5) calendar days notice of the change. In cases of emergency, defined solely by the University, or where a schedule change could not reasonably have been anticipated, such notice need not be given.

Section 3. Pay Period. The University pay period consists of two (2) weeks starting at 12:01 a.m. on Sunday and ending on 12:00 midnight on Saturday; pay days occur on alternate Fridays. Compensation earned within a pay period of two (2) weeks will be paid at the end of the following pay period.

Section 4. All hours in active pay status in excess of forty (40) hours in any one (1) 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 at the sole discretion of the University. For purposes of this section only, an employee's use of compensatory time shall not be considered hours in active pay status for determining his/her eligibility for overtime compensation. The selection of compensatory time or overtime premium pay shall be determined by the employee's supervisor based on the operational needs of the department, unit or college.

- a. Up to two hundred forty (240) hours of compensatory time may be accrued, after which payment will be made for all hours worked. In an overtime assignment, the employee's supervisor must be clearly state on the overtime card or in other documentation either compensatory time at time and one-half (1-1/2) or overtime premium pay at time and one-half (1-1/2).

- b. Compensatory time must be used at a time which is mutually convenient to the employee and his supervisor.
- c. Payment for accrued compensatory time upon termination of employment will be calculated at the regular hourly rate at the time of termination.

Section 5. The University will attempt to equalize overtime opportunities among eligible, qualified employees in the same department/work zone, on the same shift and in the same classification. The University will make records available to the Union, upon request.

Section 6. Call-in Pay. When an employee is called to work by an authorized supervisor at times other than immediately before or immediately after the employee's normal work schedule, he shall be guaranteed four (4) hours work or pay.

Section 7. Breaks. Employees working a shift of eight (8) hours or more shall be entitled to two (2) paid fifteen (15) minute breaks to be taken at times chosen by the employee's supervisor. Employees working a shift of less than eight (8) hours shall be entitled to one (1) paid fifteen (15) minute break to be taken at a time chosen by the employee's supervisor.

Section 8. Lunches. Employees working a shift of eight (8) hours or more shall be entitled to an unpaid lunch period of not less than thirty (30) minutes to be taken at a time chosen by the employee's supervisor. At the University's discretion, the unpaid lunch period may be longer than thirty (30) minutes. No employee may skip his/her lunch period without prior approval.

ARTICLE 20 WAGES

Section 1 - Salary Pool, Salary Schedule and General Eligibility Requirements

1. The total salary pool for wage increases effective with the first day of the pay period which includes July 1, 2021, shall be 2.5%, distributed as an across-the-board adjustment.
 - a. The 2.5% general wage increase shall be distributed as a 2.5% across-the-board base wage increase.
 - b. The salary schedule that is to be effective with the first day of the pay period which includes July 1, 2021 is set forth and attached as Appendix C.
 - c. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their 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.
 - d. Bargaining unit employees with a continuous employment date on or before April 1, 2021 shall receive the across-the-board base wage increase.

e. The employee must be employed by the University at the time of disbursement of the across-the-board base wage adjustment.

2. The total salary pool for wage increases effective with the first day of the pay period which includes July 1, 2022, shall be 2.0%, distributed as an across-the-board wage increase.

- a. The 2.0% general wage increase shall be distributed as 2.0% across-the-board base wage increase.
- b. The salary scale that is to be effective with the first day of the pay period which includes July 1, 2022 is set forth and attached hereto as Appendix C.
- c. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their 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.
- d. Bargaining unit employees with a continuous employment date on or before April 1, 2022 shall receive the across-the-board base wage increase.
- e. The employee must be employed by the University at the time of disbursement of the across-the-board base wage adjustment.

3. The total salary pool for wage increases effective with the first day of the pay period which includes July 1, 2023, shall be 1.5% , distributed as an across-the-board wage increase.

- a. The 1.5% general wage increase shall be distributed as 1.5% across-the-board base wage increase.
- b. The salary scale that is to be effective with the first day of the pay period which includes July 1, 2023 is set forth and attached hereto as Appendix C.
- c. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their 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.
- d. Bargaining unit employees with a continuous employment date on or before April 1, 2023 shall receive the across-the-board base wage increase.

- e. The employee must be employed by the University at the time of disbursement of the across-the-board base wage adjustment.

Section 2. 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 pay remains the same.

Section 3. Pay upon Promotion or Reclassification.

A. A promotion constitutes advancement to a job with greater duties and responsibilities in a higher pay grade. An employee who moves to a position in a higher pay grade by virtue of promotion or reclassification shall receive an increase of 5% in base pay but not less than the minimum of the new salary range, whichever is greater. Additional increases beyond the 5% or salary grade minimum can be approved by the Vice President for Business Affairs & Finance or designee. The award (and amount) of any increase beyond the 5% or pay grade minimum shall be at the discretion of administration and shall not be grievable.

B. An employee promoted to a position in a higher pay grade will receive the salary adjustment effective on the first day in the new position. An employee who is reclassified 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 4. If an employee is involuntarily demoted to a position in a pay grade lower than the one currently held, and if the employee's current pay rate is above the maximum of the lower position's pay range, then the employee's pay rate will be reduced to the maximum of the lower pay grade's range, effective on the first day in the position. Otherwise, the employee's pay rate will remain the same. The move to a lower salary grade will not affect the employee's entitlement to any other increases in compensation that may be applicable.

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

Section 5. Market Adjustments. In order to maintain market competitiveness or to aid in the recruitment or retention of employees, it may be necessary for the University to adjust salaries. Such adjustments will be based on survey data or other facts documenting the threat to retention or inability to recruit at current salary levels. The University shall provide the Union President 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 shall not be grievable.

Section 6. 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 Union President or designee with supporting documentation prior to the effective date of the equity adjustment. The award (and amount) of any equity adjustments shall be at the sole discretion of administration and shall not be grievable.

ARTICLE 21 INSURANCE

Section 1. The University will make available to eligible full time and part time employees, pursuant to Section 5 below, 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.

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, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 benefit plan years respectively -- based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g. the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 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 1, 2021. The cost of these plans will be determined by the University prior to the start of each plan year -- July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 respectively -- based on the premiums for fully insured plans (or for self-insured plans rates equivalent to fully insured rates, e.g. COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the most 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, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 respectively.

Prior to determining the amount, allocation and differentiation of full time and part time employee premium 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 will 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 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 plan year, the University will confer with and consider the recommendations of the labor-management healthcare committee, if any, regarding equitable method for the allocation of employee premium contributions for the medical benefit plans that encourage healthy behaviors.

E. Waiver of Coverage

Full-time employees who elect to waive medical coverage shall receive an annual payment of \$1,200.00 (prorated for partial year participation) 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 cash 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 3. The University shall provide full-time bargaining unit members and Group I part-time bargaining unit members basic group term life insurance coverage equal to two (2) times the base annual salary, subject to a minimum coverage level of ten thousand dollars (\$10,000.00) and a maximum coverage level of one hundred fifty thousand dollars (\$150,000.00), 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.

In addition, the University shall provide full-time bargaining unit members 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.

The University will provide the option for full-time and Group I part-time bargaining unit members to purchase, on an after-tax basis, voluntary group term life insurance for themselves, their spouse, and their eligible dependent children. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

Section 4. Benefits Eligibility: Part-Time Employees

- A. Definition of Part-time Employee for Benefits Eligibility. For purposes of this Article, a part-time employee is defined as a regular part-time employee with an appointment of six months or longer. A Group I part-time employee is regularly scheduled to work thirty (30) but less than forty (40) hours per week (75% to 99% full-time equivalency or more). A Group II part-time employee is regularly scheduled to work twenty (20) hours to twenty-nine (29) hours per week (50%-74% full-time equivalency).
- B. Group I: Part-time employees who are regularly scheduled to work thirty (30) but less than forty (40) hours per week (75% to 99% full-time equivalency or more) for a period of six (6) months or longer.

The University shall pay 75% of the total premium cost for single and family coverage for the medical plan in which eligible Group I part-time employees enroll.

The University shall pay 75% of the total premium cost for dental and basic vision coverage for Group 1 part-time employees. Part-time employees who choose to enroll in the Opt-up vision plan will pay the difference between the amount the University pays for part-time employees for the basic vision plan and the total premium cost of the Opt-up vision plan.

The University shall pay 100% of the premium cost for basic life, basic accidental death and dismemberment, and long term disability coverage for Group 1 part-time employees.

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

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

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

- C. Group II: Part-time employees who are regularly scheduled to work twenty (20) to twenty-nine (29) hours per week (50% - 74% full-time equivalency) for a period of six (6) months or longer.

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 Flexible Spending Account
4. Voluntary Group Life Insurance for the employee only up to \$150,000 maximum

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

Section 5. Health Care Committee

If the University and the Union agree to recommendations made by the Health Care Committee, they shall be considered as incorporated into Article 21 of this Agreement.

Section 6. Health Care Reform: During the term of this Agreement, the parties reserve the right to require bargaining over the impact of the new health care reform regulation on the University's various health benefit plans.

ARTICLE 22 HOLIDAY OBSERVANCE

Section 1. The eleven (11) paid holidays granted University employees are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day (observed the day after Thanksgiving)
- Veterans' Day
- Thanksgiving
- Christmas Day

For any of the above-listed holidays falling on a Saturday or Sunday, the University shall choose an alternate day of observance. For any of the above-listed holidays which are observed on Monday, the University may choose an alternate day of observance.

Section 2. Full-time employees, regardless of their work shift or schedule, are automatically entitled to holiday pay whether they work on the holiday or not. Part-time employees are entitled to holiday pay for that portion of any holiday for which they would normally have been scheduled to work.

Section 3. Compensation for working on a holiday will be at the time and one-half (1½) rate and will

be in addition to the automatic eight (8) hours of holiday pay for full-time employees.

To be eligible to receive holiday pay, an otherwise eligible employee must work an entire scheduled shift the last scheduled day before and the first scheduled day after the day on which the holiday is observed, unless the employee has received advanced supervisory approval to use vacation, sick or compensatory time. In the event of an unplanned request for sick, "emergency" vacation or compensatory time use, the University may require the employee to present documentation (e.g., a doctor's certificate) upon his/her return to work substantiating the necessity for the leave and its duration. If the documentation is determined to be insufficient, the employee will not receive holiday pay. The University ordinarily will not require such documentation except in the case of employees who previously have taken unplanned leave in conjunction with a holiday, exhibits excessive or pattern absenteeism or is suspected of other misuse of sick leave. After the first request for documentation, the University will notify the employee in writing if the requirement for documentation will be on-going and for how long. An employee will not be required to provide documentation under this Article for more than a six (6) month period of time unless attendance-related problems continue.

Section 4. Holiday Overtime Calculation. When calculating overtime for a calendar week which includes a holiday, the automatic eight (8) hours of holiday pay will be counted as paid status and will be used in the calculation of overtime. However, any hours actually worked on the holiday will not be included in the calculation of paid status for overtime because these hours will already be paid at the premium holiday rate.

ARTICLE 23 VACATION LEAVE

Section 1.

Beginning at the time the 2021-2024 contract is fully executed, full-time employees earn vacation leave annually at a rate based on their years of service at the University as follows:

<u>Completed Years of Service</u>	<u>Weeks</u>	<u>Accrual per Pay Period per 80 hours of paid time</u>
Less than 7	2 weeks (80 hours)	3.1 hours
Less than 14	3 weeks (120 hours)	4.6 hours
Less than 24	4 weeks (160 hours)	6.2 hours
24 and over	5 weeks (200 hours)	7.7 hours

Classified part-time employees appointed to a position of one-half time or more will earn vacation leave on a pro-rated basis.

Section 2. Employees will be given service credit for time worked with the State of Ohio or one of its political subdivisions for purposes of determining years of service for vacation accrual provided that the employee has at least one (1) continuous year of service with the State of Ohio or one of its political subdivisions. This provision shall not be applicable to any employee hired on or after November

1, 2011.

Section 3. The number of hours of accumulated vacation leave appears on the employee's pay statement which is available via the online employee self-service website. Employees are limited to a maximum unused vacation accrual balance during the fiscal year equal to a three (3)-year accumulation or maximum of six hundred (600) hours.

Annual Carryover Limit: Employees may carry over from the last full pay period in the month of June to the beginning of the succeeding pay period a maximum of thirty (30) days (maximum of 240 hours) of accumulated unused vacation leave. Exceptions to the vacation leave carryover limitation may be granted by the Associate Vice President of Human Resources or designee.

Payout Upon Termination/Retirement: Upon termination of employment, employees are entitled to pay for earned but unused vacation time up to a maximum of a three (3)-year accrual not to exceed six hundred (600) hours.

Section 4. Vacation leave should be scheduled at times mutually convenient to the employee and the department head, and whenever possible, leave should be requested well in advance. If, despite good faith efforts by both the University and the employee, they cannot agree on a mutually satisfactory time during the vacation year in which to take vacation, such earned but untaken vacation will not be forfeited, but will be rescheduled at the earliest possible mutually satisfactory time.

Section 5. When a holiday occurs during vacation leave, employees receive their normal pay for the holiday; the pay is not charged to vacation leave.

ARTICLE 24 SICK LEAVE

Section 1. With the approval of the employee's department head, accumulated sick leave may be used for absence due to personal medical, dental or optical care, illness, injury, exposure to contagious disease which could be communicated to other employees; for the illness or medical attention of a member of the immediate family; or death in the employee's immediate family. The immediate family includes mother, father, brother, sister, spouse, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild registered same-sex domestic partner/spouse, dependents of a registered same-sex domestic partner/spouse, legal guardian, stepparent, stepchild or other person who stands in place of a parent.

Up to five (5) days of accumulated sick leave may be used for bereavement in the event of the death of a member of the immediate family. Requests to use additional sick time for bereavement require approval from the Department of Human Resources.

Section 2. Sick leave may not be used for vacation purposes or for personal business. Falsification of the reason for sick leave usage shall be grounds for disciplinary action, including dismissal.

Section 3. Sick leave may be used in tenths of an hour. It is earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. It is not earned during an unpaid leave or during unexcused absence. The number of hours of accumulated sick leave is recorded on the statement

which is available via the online employee self-service website.

Section 4. It is the responsibility of the employee to notify his supervisor as soon as possible on the first day of any absence. Thereafter, it is the employee's responsibility to keep the supervisor informed of any change in condition and the expected date of return to work according to the procedures established by the University. Failure to give such notification may result in an unexcused absence and can be cause for disciplinary action.

An employee must apply for use of sick leave in accordance with the University's procedures immediately upon the return to work.

If illness or disability continues beyond the period covered by accrued sick leave, accrued vacation leave may be applied at the supervisor's discretion. Also, in cases of extended absence, an employee may be granted a non-paid leave of absence or a disability separation.

Section 5. An employee who is absent on sick leave may be required to present a doctor's certificate stating the medical necessity for the leave and its duration, regardless of the length of the absence. The University will ordinarily not require such certificate in the case of illness or injury of less than three (3) days' duration except in the case of employees who frequently take sick leave for one (1) to three (3) days or who exhibit pattern absences, excessive absenteeism or is suspected of other misuse of sick leave. After the first request for a doctor's certificate, an employee notified in writing that a doctor's certificate will be required for all future use of sick leave. An employee will not be required to provide a doctor's certificate under this Article for more than a six (6) month period of time unless sick leave abuse problems continue.

Section 6. When a holiday occurs during a period of paid sick leave, the bargaining unit member receives regular holiday pay; the time is not charged to sick leave.

Section 7. The parties agree that the approval and payment of sick leave or vacation leave in instances where an employee has exhausted sick leave does not waive the University's right to initiate disciplinary action against an employee for excessive absenteeism, pattern absenteeism, tardiness, failure to follow department call-off or return-to-work requirements, falsification or any other attendance-related violation. The Union may not use the University's approval of sick leave or vacation leave in instances where an employee has exhausted sick leave as a defense in any grievance and/or arbitration proceeding.

Section 8. 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 Human Resources Department shall maintain procedures and be responsible for the administration of the SLB.

A. A full-time employee who elects to join the SLB must have accumulated at least eighty (80.0) unused hours of sick leave. A part-time employee must have accumulated an amount proportionate to the percent of time or hours worked in a two-week period as compared to a full-time employee. A full-time employee joins the SLB by directing, in writing, during the SLB open enrollment period, the contribution of ten (10.0) hours of the member's accumulated sick leave into the SLB. A part-time employee joins the SLB by directing, in writing, the contribution of an amount proportionate to the

percent of time or hours worked as compared to a full-time employee. Membership in the SLB continues until the employee leaves the university or until there is a call for SLB donations and the employee does not properly respond to the call. Sick leave time donated to the SLB is not refundable.

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

B. All employees shall be notified by the Department of Human Resources at the annual enrollment period of the existence of the SLB and shall be provided the opportunity to become members after becoming qualified for membership.

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 (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 Medical Leave Policy due to a non-work-related and non-chronic condition resulting from a catastrophic accident, injury or illness of the qualified employee or a 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.

H. The SLB committee may modify the terms of the SLB provisions on a case by case basis to address issues that arise with the SLB program. The SLB committee's decisions, by majority vote, shall be binding.

ARTICLE 25 CASH PAYMENT FOR UNUSED SICK LEAVE

Bargaining unit members who retire from the University and who have ten (10) years of state service and have applied for retirement benefits from one of the retirement systems of the State of Ohio may be paid one-fourth (1/4) of their accrued but unused sick leave. The rate of pay is the rate at the time of retirement. The maximum amount of accumulated sick leave for which payment can be made is two hundred forty (240) hours.

When bargaining unit members choose this cash payment, the remainder of their sick leave credit is automatically canceled. This means that if they should return to work as re-employed retirees, their sick leave accrual would be zero (0), and they would begin a new accrual. Payment for unused sick leave can be made only once to any bargaining unit member.

ARTICLE 26 LEAVES OF ABSENCE

Section 1. Non-paid Leave. An employee who has completed one (1) year of service may request an unpaid leave of absence of up to six (6) months for personal reasons. Such a leave may be granted by the Department of Human Resources upon recommendation by the employee's department head. Leave for educational purposes may be granted for a longer period of time, at management's discretion.

Section 2. Medical Leave. An employee who is injured, physically incapacitated, pregnant, or unable to work for other reasons of a medical nature shall, upon request, be granted an unpaid medical leave of up to six (6) months after the employee has exhausted all his accumulated paid sick leave. The University may require proof of illness, injury, or pregnancy.

Section 3. Disability Leave. An employee who has completed his probationary period and who has exhausted his accumulated sick leave may, if physically incapacitated for the duties of 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). The University shall have discretion to approve or disprove the request and may require proof of physical incapacity for its review of the initial request and the continuing need for the 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.

Section 4. Continuation of Insurance. The University shall continue to provide insurance consistent with the terms of this Agreement so long as the employee is on paid leave status. The University will provide insurance as set forth in this Agreement until the end of the month during which the employee first goes on unpaid leave status.

Section 5. Military Leave. The University will comply with the appropriate state and federal statutes, codes, and regulations relating to the employment rights of employees on military leave.

Section 6. Jury and Witness Duty. The University will grant paid jury duty leave to any employee who is summoned for jury duty by a court of competent jurisdiction. The University will also grant paid witness leave to any employee who is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the bargaining unit member is not a party to the action. When serving on jury duty or when called as a witness in accordance with the terms of this provision, the employee will be rescheduled to a shift which reflects the hours of operation of the particular court involved.

Reasonable notice of the required absence shall be given by the employee, and he shall present proof of such summons or subpoena to his supervisor prior to his release from work.

If an employee reports for jury duty, is not called, and is released, the employee is responsible for reporting back to work unless vacation leave or unpaid leave has been approved by the department head. If an employee is called as a witness, he is responsible for reporting back to work upon completion of his duties unless vacation leave or unpaid leave has been approved by the department head.

Section 7. Retention of Position. In the event an approved leave of absence is less than sixty (60) calendar days, the employee will be returned to the position he held prior to the leave of absence. In the event a leave of absence is sixty (60) calendar days or longer, the employee will be returned to the former position or a similar position in the same classification at the University's discretion, retaining all seniority accrued during the leave and at the same rate of pay (including increases obtained in the former classification during the period of leave).

Section 8. Return to Work. In cases of leaves of absence resulting from illness which exceed two (2) working days, a signed physician's statement of the general nature of illness and fitness to return to duty with or without restrictions may be required by the University prior to return to work upon completion of the approved leave. The University retains its discretion to determine whether any noted job restriction prohibits the employee's return to duty. Failure to submit such a statement, if required, may result in refusal to allow the employee to return to active pay status. Falsification of such a statement shall result in disciplinary action up to and including termination of employment. An employee may return from an approved leave of absence prior to the expiration of the leave. The date of such return shall be mutually acceptable to the employee and the University, subject to Section 7 above.

Section 9. Physician Examination. The University may require an examination by a physician of its choice to verify the illness of an employee requesting a leave or the fitness of an employee to return to work at the end of a leave. In such cases, the University shall pay the cost of the examination. In cases of conflict between the employee's physician and the University's physician, a third physician will be mutually selected by the University and the employee, and the physician's fee will be borne equally by the University and the employee.

Section 10. Family and Medical Leave.

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 procedures as necessary consistent with the FMLA.

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.

f. Maintenance of Health Benefits

The University will continue coverage under the Eligible Employee's group health plan(s) (medical, dental, vision, medical reimbursement account) for the duration of the twelve (12) workweeks at the level and under the conditions coverage would have been provided if the Eligible Employee had continued in employment continuously during the Leave.

g. Payment for Health Benefits

The Eligible Employee must continue to pay the employee's share of the premium payments. If an Eligible Employee fails to remit his share of the premium payments during the leave period, coverage will be terminated.

h. Extending Approved Leave Beyond 12 Week Leave

Those Eligible Employees whose conditions or obligations persist beyond the twelve (12) week Leave period may continue on approved University leave with appropriate medical documentation and approval of the Department Head and the Provost or Vice President. The twelve (12) work week Leave will be counted toward the six (6) month total.

ARTICLE 27 UNION LEAVE

Section 1. With the permission of the University, a leave of absence without pay and without loss of seniority or benefits will be granted where practicable 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 Union must make the request at least forty-eight (48) hours prior to the date the leave is to commence. Annually, up to ten (10) employees may be granted such a leave, and cumulatively such leaves shall not exceed twenty-five (25) working days per year, provided that no such leave shall exceed five (5) consecutive work days. These leaves shall not interfere with the necessary operations of the University.

Moreover, it is agreed that approved leaves taken by the Local Union Director under this procedure shall not be limited to five (5) consecutive work days and shall not be considered for purposes of calculating the twenty-five (25) day limitation.

Section 2. An employee with one (1) year of service who accepts full-time assignment with the Communications Workers of America by election, appointment, or hire shall be granted a leave of absence without pay and not to exceed one (1) year for said assignment without loss of seniority. Upon application in writing, said leave may be extended for an equal period of time. Not more than one (1) employee may be on such a leave at any one (1) time.

ARTICLE 28

STAFF DEVELOPMENT PROGRAM

Section 1. Full-time, active status employees appointed to a position regularly scheduled to work 40 hours per week with an appointment of six (6) months or longer and employed on the first day of the session have the opportunity to enroll in courses at the University. For eligible, full-time active status employees, the University will cover instructional and general fees (this does not include miscellaneous fees such as those listed in the University Bulletins and other similar fees) for up to eight (8) credit hours of undergraduate or graduate courses per semester or fees for continuing education courses up to the equivalent cost of eight (8) undergraduate credit hours per semester. If the employee takes fewer than eight (8) credit hours (graduate or undergraduate) the University will also cover continuing education fees up to the cost of the unused credit hours at the undergraduate rate. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition. Any unused credits may not be "banked". Application and transcript, laboratory, and U-Pass fees are the responsibility of the employee.

Section 2. All employees seeking to enroll in any courses in the undergraduate colleges must be admitted to the University. Employees seeking to enroll in graduate or law courses must make application directly to the College of Graduate Studies or the College of Law. Employees interested in enrolling in continuing education courses should contact the Office for Academic Programs. Information about all academic degree programs may be found in either the Undergraduate, Graduate or Law issue of the University Bulletin.

Applications for the Staff Development Program may be obtained from the Department of Human Resources.

Section 3. An employee who wishes to attend a job-related course which is available only during working hours may be excused from work without penalty 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.

Section 4. Employees may not be excused from work to attend courses which are also available during non-working hours, to attend courses which are not job-related, or to attend more than eight (8) credit hours of instruction per semester. Work schedules may be readjusted to permit employees to attend courses which are not job-related, provided the adjusted weekly work schedule contains a total of forty (40) hours of work. In any event, employees may take no more than one course during the workday. Employees may, of course, enroll in courses of their choice that are available during non-working hours.

Section 5. Bargaining unit employees appointed to a position regularly scheduled to work 20 or more hours per week with an appointment of six (6) months or longer and employed on the first day of the session shall be eligible to participate in the staff development program as described in Sections 1 and 2 of this Article.

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

ARTICLE 29

STUDENT FEE AUTHORIZATION PROGRAM

Section 1. The student fee authorization program at Cleveland State University is an educational assistance program for spouses, and eligible children of qualifying faculty and staff members who are financially dependent on the qualifying full-time or part-time employee according to IRS rules. For eligible full-time employees, a fee remission 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 (regularly scheduled to work 30-39 hours per week), 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 credit courses by graduate and professional students. Benefits apply only to the in-state portion of any fee. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition. The Student Fee Authorization program may not be used for Continuing Education Courses.

Section 2. Application Instructions

- a. Student Fee Authorization Program Applications may be obtained from the Department of Human Resources.
- b. Complete the application fully and obtain both the student's and the employee's signature. (In the case of students qualifying for the program under exceptions, application item #17, the Department of Human Resources will sign).
- c. The employee must take the completed and signed application to the Department of Human Resources, show a CSU ID, and obtain certification.
- d. Retirees and their dependents should go to the Department of Human Resources for their certification.
- e. The application will be submitted by the Department of Human Resources to the Registrars' Office and the Office of Treasury Services for processing.

NOTE: Incomplete applications may be returned, which could result in a late registration fee. If upon audit the student fails to qualify for the Student Fee Authorization Program, a late registration fee may be added to the student's invoice.

Section 3. Tax Requirements. Fee remission benefits may be subject to Federal and State of Ohio taxation and Medicare. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU employee rather than the student. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in accordance with Payroll processing procedures.

Section 4. Eligibility of Spouses and Children. For spouses, or children to be eligible for participation, a full-time employee must have at least two (2) years of continuous full-time service with the University since the most recent hire date (if more than one). A part-time employee must have at least two (2) years of continuous part-time service of at least 75% full-time equivalency (i.e., regularly scheduled and working at least 30 or more hours per week) with the University since the most recent hire date (if more than one). In the event of a status change from part-time service of 75% FTE or more to full-time service, the employee maintains the part-time benefit until two years of continuous full-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 desired. The University will cover only the cost of fees for spouses and dependent children of faculty and staff who are eligible for the program on the first day of the session.

Eligible dependents include the spouse or children (natural born or adopted) 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.

Eligible spouses 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 Student Fee Authorization Program are available in the Financial Aid Office.

Section 5. Benefit. An eligible spouse or child may participate in the program for a total of 144 semester credit hours or two academic degrees, whichever is less. The benefit applies only to the in-state portion of any fee.

In the event of the divorce of a qualifying employee, eligibility is continued for the spouse for a period of up to two (2) years, as long as the qualifying employee remains in full active status at Cleveland State University.

Section 6. Changes in Employment Status.

A. In the event of the death of a qualifying employee, the student fee authorization program will continue to be available to the spouse and eligible dependent children, regardless of their registration status at that time, based on the employee's active status and eligibility at the time of death. The benefit applies only to the in-state portion of any fee.

B. With ten (10) years of service, in the event a qualified employee's retirement or total disability (under PERS, STRS or Social Security), eligibility will be continued for a spouse and/or children regardless of their registration status at the time, based on the employee's active status and eligibility at the time. The benefit applies only to the in-state portion of any fee.

C. If an appointment is involuntarily 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 an employee's active status and eligibility at the time. If an appointment is terminated as a result of a reduction in force, benefits are extended for a period of two (2) full semesters for those who have been attending CSU during the two (2) academic terms immediately preceding the layoff. In the event of any other termination of active service with the University, the student 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 the 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 the 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 30 SAFETY

Section 1. The University and Union agree that the safety of all its employees and its students is a matter of highest importance, and that each will promote and encourage safety in all matters, including safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees, and the Union and the University will cooperate in encouraging employees to observe applicable safety laws, rules, and practices which may include the wearing of personal protective equipment and mandatory attendance at training sessions. The University will not assign any employee to engage in any activity in violation of applicable safety laws, rules, and regulations. Employees and supervisors who fail to observe safety rules, or cause other employees not to observe them, may receive disciplinary action.

Section 2. 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 Department 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.

Section 3. The University has established a comprehensive safety program to provide and maintain a safe working environment. The University shall actively involve the Union in its safety program, particularly with respect to safety studies which impact on employees.

Section 4. All employees shall, as soon as possible, 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 possible, complete an accident report on the form provided by the University, including mention of all witnesses to the accident, and a copy shall be given to the employee.

Section 5. Grievances which clearly involve circumstances that could result in bodily harm will be processed beginning at level two (2) of the grievance procedure.

Section 6. The University shall provide employees information regarding toxic or hazardous substances as required by law. Employees engaged in maintenance, repair, or renovation who may work around asbestos-containing or other hazardous materials as defined by law will be instructed in proper procedures for working around such hazardous materials.

ARTICLE 31 UNIFORMS & SAFETY EQUIPMENT

An employee who is required to wear a uniform or custodial smock (excluding smocks in IMS and labcoats) shall be loaned uniforms or custodial smocks following the completion of the probationary period. Five (5) uniforms or custodial smocks shall remain in the possession of the employee, during the period of active University employment. It shall be the employee's responsibility to provide for the cleaning and repair of the uniforms or custodial smocks issued to him or her. Unserviceable uniforms or custodial smocks shall be replaced by the University. Employees are not required to have social security numbers displayed on their uniform's identification tags.

The University will continue to provide the proper safety equipment, protective clothing, and foul weather gear to those employees who are required to use the equipment in the performance of their job assignments.

ARTICLE 32 EMERGENCY CLOSING

Section 1. When an emergency closing or delayed start/early dismissal is declared by the President of the University, or his designee, pursuant to the University's emergency closing policy, bargaining unit members in the affected part 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. Bargaining unit personnel in the affected part of the University who are required to work when other Bargaining Unit members are excused because of the declared emergency closing or delayed start/early dismissal shall be paid at the rate of time and one-half (1-1/2) for all hours worked. In addition, they shall receive their regular compensation for the normal hours they are scheduled to work not to exceed eight (8) or their regularly scheduled hours of work if different than eight (8).

Section 3. Shift Protection. An emergency shall be declared on a shift-by-shift basis. For example, a morning closing will affect day shift employees, but evening and night shift employees will be expected to work as scheduled at straight-time rates unless an emergency closing is declared for those shifts as well.

ARTICLE 33 EMPLOYER PROVIDED VEHICLES

All employees are subject to the University policy on employees' use of employer provided vehicles in effect as of November 1, 2011 and any subsequent revisions thereto. The Union will be advised of any substantive changes to the policy and, upon its request, be provided with the opportunity to bargain the impact on affected employees, if any.

ARTICLE 34 SUBSTANCE ABUSE TESTING

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 15, for any violation of policies (including a refusal to submit to reasonable suspicion substance abuse testing), procedures, work rules, job performance requirements or behavioral standards.

ARTICLE 35 MANDATORY FURLOUGHS

Pursuant to and consistent with the authority granted in Section 371.70.20 of Amended Substitute House Bill Number 1, 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 16 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 each of the fiscal years of this Agreement shall not exceed five (5) unpaid days per fiscal year. At the request of the Union, the parties shall bargain over the impact of the furlough policy on bargaining unit employees, including the method for scheduling time-off. Furlough days will not impact an employee's eligibility for or continued enrollment in the University's health, vision and life insurance plans.

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

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 UNION RIGHTS

Section 1. The Union's phone extension shall be listed in the University Faculty and Staff Directory annually.

Section 2. The University will continue its current policy of informing the Union of changes in University rules, regulations, and policies affecting bargaining unit employees.

ARTICLE 37 SUCCESSORSHIP

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

Provided that there is no statutory impediment or prohibition, in the event that the control of the operations or facilities of the University transfers to another entity, the successor entity shall be bound by this Agreement and be required to recognize the Union with respect to the facilities and bargaining unit personnel of the University at the time of completion of such transaction.

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

ARTICLE 38 DURATION

Contract shall be effective from November 1, 2021 through October 31, 2024.

CSU-CWA Memorandum of Agreement

Performance Evaluation and Merit Pay Processes

During the term of this Agreement (2014 through 2017), the Joint Labor-Management Committee will review and discuss matters related to the Performance Evaluation and Merit Pay processes and their results.

Appendix A

Positions Included in CWA - By Department		
Dept ID	Title	Grade
ACC CNTRL	Fire Safety Inspector 1	29
ACC CNTRL	Locksmith 2	8
ACC CNTRL	Maintenance Repair Worker 3	10
ADVANC SRV	Clerical Specialist	25
BIO GEO ES	Secretary 2	27
BLACK STDS	Administrative Secretary 1	28
BLDG MAINT	Carpenter 1	10
BLDG MAINT	Crew Leader - Carpentry	11
BLDG MAINT	Crew Leader - Plumbing	11
BLDG MAINT	Maintenance Repair Worker 3	10
BLDG MAINT	Plumber 1	10
BLDG OPER	Air Quality Technician 3	10
BLDG OPER	Crew Leader-Air Quality	11
BLDG OPER	Crew Leader-Mech Ops	11
BURSAR	Account Clerk 3	27
BUSNS DEAN	Administrative Assistant 1	28
CAMPUS411	Administrative Assistant 1	28
CASAL DEPT	Secretary 1	26
CHEMISTRY	Administrative Secretary 2	30
CIVIL ENGR	Secretary 2	27
CONVO CTR	Custodial Worker	2
COS ADVISG	Administrative Secretary 1	28
COUNS HLTH	Administrative Assistant 1	28
CTR ELEARNS	Administrative Assistant 1	28
CURR FNDTS	Secretary 1	26
CUST SERV	Custodial Worker	2
DIGITALPRT	Printing Coord 1	29
DIGITALPRT	Printing Machine Oper 2	6
DIVRS INST	Secretary 2	27
ELEC MAINT	Assistant Electrician	8
ELEC MAINT	Crew Leader- Electrical	11
ELEC MAINT	Electrician 1	10
ENGLISH	Administrative Secretary 1	28
ENGR DEAN	Administrative Secretary 1	28
ENGR TECH	Administrative Assistant 1	28
FS ADMIN	Administrative Secretary 1	28
FS ADMIN	Budget Officer 1	29
GROUNDS	Groundskeeper 2	6
GROUNDS	Groundskeeper 3	7

HEALTH SCI	Administrative Assistant 1	28
HEALTH SCI	Administrative Secretary 1	28
HISTORY	Administrative Secretary 1	28
LAW DEAN	Administrative Assistant 1	28
LAW DEAN	Administrative Secretary 2	30
LAW LIBRY	Library Media Tech Asst 2	26
LIBRARY MN	Clerical Specialist	25
LIBRARY MN	Library Associate 2	28
LIBRARY MN	Library ParaProfessional 2	29
LIBRARY MN	Library Patron&Resource Asst	27
LOGISTICS	Automotive Mechanic 3	9
LOGISTICS	Mover 1	4
MAIL DEPT	Mail Clerk/Messenger	3
MAIL DEPT	Mail Service Lead	4
MATH DEPT	Administrative Assistant 1	28
MECH ENGR	Administrative Assistant 1	28
MUSIC DEPT	Administrative Secretary 1	28
NURS DEAN	Administrative Assistant 1	28
POLICE	Security Officer 2	25
PROP CNTRL	Records Management Ofcr	27
PSYCHOLOGY	Administrative Secretary 1	28
PURCHASING	Account Clerk 3	27
PURCHASING	Clerical Specialist	25
RECEIVING	Storekeeper 2	27
RECEIVING	Stores Clerk	3
SCIENCE DN	Secretary 1	26
STU LIFE	Budget Officer 1	29
STU SUPPRT	Administrative Assistant 1	28
TELECOMMUN	Telephone Operator 1	3
TESTINGSRV	Test Monitor	26

Appendix B

Positions Excluded from CWA - By Department		
Dept ID	Title	Grade
BURSAR	Account Clerk Supervisor	29
CONF SERV	Crew Ldr Supv - Conf Services	11
CONF SERV	Mover 3	7
CUST SERV	Housekeeping Manager 2	28
ENGR DEAN	Mechanical Technician	10
FS ADMIN	Prevailing Wage Administrator	28
HUMAN RES	HR Assistant/Receptionist	28
OFF GEN CN	Administrative Secretary 1	28
PARKING	Parking Supervisor	5
PAYROLL	Payroll Specialist	29
POLICE	Supervisor, Security	28
POLITI SCI	Administrative Secretary 1	28

Appendix C

Salary Ranges - Effective 7/1/2021			
Grade	Min	Midpoint	Max
1	\$ 12.73	\$ 14.96	\$ 17.20
2	\$ 13.36	\$ 15.71	\$ 18.05
3	\$ 14.04	\$ 16.50	\$ 18.96
4	\$ 14.74	\$ 17.32	\$ 19.91
5	\$ 15.46	\$ 18.18	\$ 20.89
6	\$ 16.24	\$ 19.08	\$ 21.93
7	\$ 17.14	\$ 20.13	\$ 23.12
8	\$ 18.16	\$ 21.79	\$ 25.42
9	\$ 19.30	\$ 23.66	\$ 28.02
10	\$ 21.45	\$ 26.29	\$ 31.12
11	\$ 23.46	\$ 29.58	\$ 35.70
25	\$ 14.88	\$ 17.88	\$ 20.88
26	\$ 15.62	\$ 18.77	\$ 21.92
27	\$ 16.52	\$ 19.84	\$ 23.16
28	\$ 17.48	\$ 21.45	\$ 25.42
29	\$ 18.68	\$ 22.89	\$ 27.11
30	\$ 19.97	\$ 25.01	\$ 30.05
32	\$ 22.77	\$ 28.48	\$ 34.19

Appendix C

Salary Ranges - Effective 7/1/2022			
Grade	Min	Midpoint	Max
1	\$ 12.92	\$ 15.19	\$ 17.46
2	\$ 13.56	\$ 15.94	\$ 18.32
3	\$ 14.25	\$ 16.75	\$ 19.25
4	\$ 14.96	\$ 17.58	\$ 20.21
5	\$ 15.70	\$ 18.45	\$ 21.20
6	\$ 16.48	\$ 19.37	\$ 22.26
7	\$ 17.39	\$ 20.43	\$ 23.47
8	\$ 18.43	\$ 22.11	\$ 25.80
9	\$ 19.59	\$ 24.01	\$ 28.44
10	\$ 21.77	\$ 26.68	\$ 31.59
11	\$ 23.81	\$ 30.02	\$ 36.24
25	\$ 15.11	\$ 18.15	\$ 21.19
26	\$ 15.85	\$ 19.05	\$ 22.25
27	\$ 16.77	\$ 20.14	\$ 23.51
28	\$ 17.75	\$ 21.77	\$ 25.80
29	\$ 18.96	\$ 23.24	\$ 27.52
30	\$ 20.27	\$ 25.39	\$ 30.50
32	\$ 23.11	\$ 28.91	\$ 34.70

Appendix C

Salary Ranges - Effective 7/1/2023			
Grade	Min	Midpoint	Max
1	\$ 13.05	\$ 15.34	\$ 17.63
2	\$ 13.70	\$ 16.10	\$ 18.51
3	\$ 14.39	\$ 16.91	\$ 19.44
4	\$ 15.11	\$ 17.76	\$ 20.41
5	\$ 15.85	\$ 18.63	\$ 21.41
6	\$ 16.65	\$ 19.56	\$ 22.48
7	\$ 17.57	\$ 20.64	\$ 23.70
8	\$ 18.61	\$ 22.34	\$ 26.06
9	\$ 19.78	\$ 24.25	\$ 28.72
10	\$ 21.99	\$ 26.95	\$ 31.90
11	\$ 24.05	\$ 30.32	\$ 36.60
25	\$ 15.26	\$ 18.33	\$ 21.40
26	\$ 16.01	\$ 19.24	\$ 22.47
27	\$ 16.94	\$ 20.34	\$ 23.75
28	\$ 17.92	\$ 21.99	\$ 26.06
29	\$ 19.15	\$ 23.47	\$ 27.79
30	\$ 20.47	\$ 25.64	\$ 30.80
32	\$ 23.34	\$ 29.19	\$ 35.05

Appendix D

Classification Series

Job Title	Pay Grade
<u>Accounting Group</u>	
Account Clerk 2	26
Account Clerk 3	27
<u>Library Group</u>	
Library Assistant	4
Library Media Tech Asst 1	25
Library Media Tech Asst 2	26
Library Patron & Resource Asst	27
Library Associate 1	27
Library Associate 2	28
Library Paraprofessional 2	29
<u>Office Support Group</u>	
Clerical Specialist	25
Secretary 1	26
Secretary 2	27
Records Management Ofcr	27
Administrative Assistant 1	28
Administrative Secretary 1	28
Administrative Secretary 2	30
<u>Student Services Admin Group</u>	
Test Monitor	26
Public Inquiries Assistant	27
Student Services Counselor	27
<u>Electrical Group</u>	
Assistant Electrician	8
Electrician 1	10
Crew Leader - Electrical	11
<u>Air Quality Group</u>	
Air Quality Technician 3	10
Crew Leader - Air Quality	11
Crew Leader - Mechanical Operations	11
Crew Leader - Building Operations	11

Carpenter Group

Carpenter 1	10
Crew Leader - Carpentry	11

Plumbing Group

Plumber 1	10
Crew Leader - Plumbing	11

Maintenance Group

Maintenance Repair Worker 3	10
Crew Leader - Maintenance	11

Automotive/Grounds Group

Groundskeeper 2	6
Groundskeeper 3	7
Small Engine Mechanic	8

Printing Group

Printing Machine Oper 2	6
Printing Coordinator 1	29

Mail Group

Mail Clerk/Messenger	3
Mail Service Lead	4

Shipping/Receiving Group

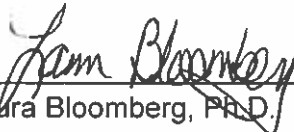
Stores Clerk	3
Storekeeper 2	27

Custodial Services Group


Custodial Worker	2
Mover 1	4
Mover 2	5


IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of July 2022.

CLEVELAND STATE UNIVERSITY

By: 
Laura Bloomberg, Ph.D.
President

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By: 
David Passalacqua
President CWA Local 4340

By: 
Linda Burns
Secretary/Treasurer CWA Local 4340