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AGREEMENT
between

Cincinnati State
Technical and Community College and

International Union of Operating
Engineers Local 20

Engineering, Maintenance, & Grounds Unit IUOE2

October 12, 2023 to October 11, 2026

Imposed by employer February 5, 2024, following rejection of SERB No. 2023-MED-07-0533 Fact Finding Report issued January 17, 2024.

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Agreement

This agreement is made and entered into effective 12th day of October, 2020, by and between the Cincinnati State Technical and Community College, hereinafter referred to as the "College," and the International Union of Operating Engineers, Local 20, hereinafter referred to as the "Union" and jointly referred to as the "Parties." The Parties hereby agree as follows:

Article 1 Recognition

The College recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit described below:

- A. Included in the bargaining unit are: Lead Technicians, HVAC Technicians, Facilities Technicians 1, and Facilities Technicians 2.
- B. Union Representatives. The Union representative shall be permitted reasonable access to work areas in order to conduct legitimate union business, but only with prior approval of the department supervisor. Time spent by the steward in grievance handling will be paid by the College provided such time is not abused. The Union steward may use the photo copying machine located in the main Physical Facilities office at the same cost and under the same conditions as provided to students and non-bargaining unit employees.

Article 2 Non-Discrimination

- A. The College is an equal opportunity employer. In all areas of personnel matters, including, but not limited to, initial employment, changes in status, and retention, the College, the Union and the members of the bargaining unit agree that they shall not discriminate against anyone for reasons including but not limited to, race, creed, color, age, gender, religion, national origin, physical or mental handicap or membership or non-membership in the Union, or lawful activity in support of or in opposition to the Union, or for exercising any rights under this Agreement.
- B. Union Membership or Activity. Neither the College nor the Union shall interfere with the right of employees covered by this agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status pursuant to O.R.C. 4117.03

Article 3 Joint Responsibilities and Employee Rights

- A. The College and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this agreement.
- B. The management of the College shall adhere to the provisions of this agreement.
- C. The Union, its officers, recognized representatives, bargaining unit members, and other representatives shall adhere to the provisions of this agreement.
- D. In addition to the responsibilities that may be expressly provided elsewhere in this agreement, the following shall be observed:
 - 1. There shall be no intimidation or coercion of bargaining unit members into joining the union or continuing their membership therein, or into not joining the Union or discontinuing their membership therein.
 - 2. Bargaining unit members will not be permitted to engage in Union activity during working hours except as expressly provided for in this agreement.

Article 4 Management Rights

- A. The College retains the sole and exclusive right to manage its operations, buildings, and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operation of the College.
- B. The right to manage the operations, buildings, plants and to direct the workforce includes, but is not limited to, the following College management rights:
 - 1. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.
 - 2. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
 - 3. To manage and direct the employees of the College.

4. To determine position qualifications consistent with the needs of the job.
5. To hire, promote, transfer, assign or retain employees in positions within the College, and to determine the time and frequency of tasks to be performed by bargaining unit members.
6. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. "Just cause" would include but not be limited to the behavior listed in Article 12, Section F.
7. To determine the size and composition of the work force, and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines that the continuation of such work is unnecessary.
8. To determine location of campuses, satellites, and other facilities and equipment of the College.
9. To determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College.
10. To determine the mission of the College and to efficiently fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any goods or services.
11. 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, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this agreement.
12. To determine job duties of employees, as they relate to the employee's designated responsibilities, to meet service needs of and for the College.
13. Take action as may be necessary to carry out the mission of the College in emergencies.
14. Determine the methods, means, and personnel by which operations are to be carried out.

C. In addition, unless otherwise restricted by an express term of this agreement,

all management rights are exclusively reserved by the College. The exercise of any enumerated or reserved management rights shall not be subject to negotiation with respect to such decision.

- D. Nothing contained herein shall give management the right to change wages, hours, terms and conditions of employment without first negotiating with the Union, except as otherwise specified in the contract.

Article 5 Union Security and Check-Off

Right to Check-Off Procedures for Union Dues and Fair Share Fees:

A. Dues Check-Off

Upon written authorization of any employee covered in this Agreement, the College shall deduct from the employee's paycheck in biweekly amounts such dues, fees, and/or assessments as the Union may, from time to time, authorize in accordance with its constitution and bylaws.

B. PAC Fund

Upon written authorization of any employee covered in this agreement, the College shall deduct from the employee's paycheck the amount voluntarily authorized for IUOE Local 20 PAC Fund. Contributions shall be remitted to the union on a check separate from normal dues disbursements.

C. Transmission of Funds

The College shall use its best efforts to transmit to the Union all of the deducted dues, fees, and/or assessments of the members of the Union and the fair share representation fees of the non-union members of the bargaining unit no later than the fifth (5th) day after the day on which the deduction was made. The Union will defend, indemnify, and hold harmless the College for its efforts in transmitting funds of all affected dues, fees and/or assessments.

Article 6 Grievance Procedure

A. Definition of Grievance

If a dispute arises over the interpretation or application of any specific

provisions of this agreement, it shall be defined as a grievance and handled under the procedural steps as listed below. Any time period contained within the grievance procedure that requires action to be taken within a period of five days or less shall not include Saturdays, Sundays, or holidays as defined in this agreement, or other days on which the College is closed. All time periods contained within the grievance procedure may be extended upon mutual agreement of the parties, which agreement shall not be unreasonably withheld. A grievance must be presented within ten (10) working days from the date of the occurrence giving rise to the grievance or from the date that the Union, having exercised due diligence, became aware or should have become aware of the occurrence.

B. Informal Step

The grievance shall be initially emailed, to the Director of Buildings, Maintenance, and Grounds and/or his or her designee within the timelines specified above. The supervisor and/or department head shall discuss the grievance with the grievant and issue a written response within five (5) working days of the presentation of the grievance. The employee shall be entitled to Union representation at any meeting held for the purpose of discussing the grievance. Notwithstanding the provisions of this Article, employee and supervisor may engage in informal conversation to resolve any concerns. The College's failure to respond within the above or agreed upon timeframe shall advance the grievance to Step C immediately below.

C. Formal Internal Step

Should the grievance not be satisfactorily resolved at the Informal Step, the Union, within five (5) days of its receipt of the response of the supervisor and/or department head, may email the grievance to the Director of Human Resources and the Vice President of Administration (VPA). Within ten (10) working days of his/her receipt of the grievance, the Director of Human Resources or his/her designee shall convene a meeting to discuss the grievance with the Union and the grievant. Within ten (10) working days of this meeting, the Director of Human Resources or his/her designee will conduct whatever investigation is necessary and issue a written response to the Union and the grievant unless this time is extended by mutual agreement. The timeline for Section D or G does not commence until the College responds to the formal internal step. Failure to respond within the above specified formal timeline in this Section C or a mutually agreed upon timeline, by either party, shall end Step C and shall advance the process to one or more of the following steps.

D. Grievance Mediation (Optional Step)

Should the grievance not be satisfactorily resolved at the Formal Internal Step, the Union may elect to attempt a resolution of the grievance through mediation. Such request shall be presented to the College within three (3) working days of the issuance of the response in the Formal Internal Step. Should the Union elect mediation, they shall contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. The mediator shall conduct mediation as soon as possible. Should mediation be elected, the timeline for advancing the grievance to arbitration shall be held in abeyance until the completion of the mediation process.

E. Appeal to Arbitration

Should the grievance not be satisfactorily resolved at the Formal Internal Step or through mediation should mediation be elected, and the grievance has not been settled as provided for by Section C, the Union may appeal the grievance to binding arbitration within thirty (30) calendar days of the issuance of the response in the Formal Internal Step or the completion of mediation, providing written notice to the Director of Human Resources.

F. Arbitration Procedure

1. Should the grievance be appealed to arbitration, the Union shall, within seven (7) calendar days, request from the FMCS a panel of seven (7) arbitrators, specifying that said arbitrators be located as close to the Cincinnati area as possible.
2. Within fourteen (14) calendar days of the receipt of the list of arbitrators, the College and the Union shall, by alternate striking of names, select an arbitrator from the list. A coin toss shall determine whether the Union or the College strikes from the panel first.
3. The arbitrator shall hold the hearing promptly and be requested to issue his/her decision within thirty (30) days after the record of the hearing (including briefs) is closed. In rendering a decision, the arbitrator shall be bound by the provisions for this agreement. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of those specific articles or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.
4. The arbitrator shall not have the authority to add to, subtract from, modify,

change, or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

5. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement.
6. The decision of the arbitrator shall be final and binding upon the Union, the College, and the employee.
7. Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be split 50- 50 between the parties. Expenses of any witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.
8. Should either party cancel a scheduled arbitration that results in the assessment of any fees by the arbitrator, the party cancelling the arbitration shall pay the fees of the arbitrator. If a settlement is reached prior to arbitration and the arbitration hearing is jointly cancelled, the parties shall equally share the costs associated with the cancellation unless the settlement defines otherwise, at which time the terms of the settlement shall determine how the fees are paid.

Article 7 Employment outside the College

Members of the bargaining unit may be employed outside of the College. Such activities must:

Not involve the use of information obtained from College sources that is not available to members of the general public pursuant to the Ohio Public

Records Law;

Not create a conflict with the employee's responsibilities to the College or interfere with the individual's full-time responsibilities to the College or its students;

Not involve the use of facilities, equipment or material of the College; and

Not take advantage of a bargaining unit member's position with the College to sell goods or services to students of the College, or employees.

In the event that a member of the bargaining unit is employed outside the College on the date that this Agreement becomes effective, or at any time after the Agreement becomes effective, the employee shall notify their immediate supervisor and/or designee in writing of such employment and shall provide the College with such information concerning such part-time work as the College may reasonably request.

Article 8 Compensation

A. Wages

Consistent with the Parity Compensation ("Me Too") clause in the collective bargaining agreement for the period October 12, 2021 – October 11, 2023, eligible unit members received a 5.33% increase to base wages due to compounding of increases of 1%, followed by an additional 1%, and 3.25%. During the remainder of this Agreement, consistent with the Parity Compensation ("Me Too") clause, base wages for all members will increase as noted below in the recently ratified AAUP bargaining agreement:

Effective on the first day of academic year 2024-2025, the base salary of all unit members shall be increased by three percent (3%).

Effective on the first day of academic year 2025-2026 the base salary of all unit members shall be increased by two and three-quarters percent (2.75%).

Parity Compensation: If during the duration of this contract, the Board of Trustees approves an across-the-board salary increase or lump sum payment for another bargaining unit or a broad class of non-bargaining unit staff within a fiscal year that is greater than the amount the members received during the same fiscal year, the members' pay will be adjusted so that they receive parity for that fiscal year. This parity obligation does not apply to adjustments to

starting pay; market salary adjustments; job reclassifications; departmental reorganizations; adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the College; increases imposed by external agencies or adjudicators; or increases provided by individual contracts or grants. This provision also does not apply to individual merit increases or bonuses. For open positions, the minimum hiring rates for new hire postings will be adjusted for parity increases applied since the effective renewal date of this contract.

B. Longevity Pay

All bargaining unit members shall be eligible for a longevity pay increases beginning on the first day of the pay period of eligibility as set forth below.

7 years of service:	0.8% increase on base wage rate
10 years of service:	1.6% increase on base wage rate
15 years of service:	2% increase on base wage rate
20 years of service:	3% increase on base wage rate
25 years of service:	4% increase on base wage rate

C. Shift Differential

Shift differential rates shall be paid for all regularly scheduled hours to bargaining unit members as follows:

2nd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts at or after 1:30PM will be paid a shift differential of seventy-five cents (\$.75) per hour for all hours, including overtime.

3rd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts after 10:00 PM will be paid a shift differential of one dollar (\$1.00) per hour for all hours, including overtime.

D. Minimum and Hiring Rates

Throughout the course of the agreement, the minimum base rate for the unit classifications shall be as follows:

HVAC Tech

Effective October 12, 2023

\$28.97/hr

Facilities Tech 1
Facilities Tech 2

\$26.51/hr
\$24.27/hr

Article 9 Hours of Work, Overtime, and Work Assignments

A. Work Week:

The work week is defined as five (5) or four (4) consecutive days and forty (40) hours. Eight (8) or ten (10) hours (excluding one-half hour of non-paid lunch) shall constitute a work day and forty (40) hours a work week. The pay period is defined as beginning on Sunday and ending on Saturday. The normal work week is Monday through Friday. Determination of the starting time of daily and weekly work schedules shall be made by the College. Except in an emergency situation or where a temporary schedule change could not reasonably have been anticipated, no temporary or permanent schedule changes will be made without giving the employee(s) and IUOE Office/Business Manager ten (10) working days' notice. Selection of shift assignment within a classification when a vacancy occurs shall be by seniority.

(1.) Overtime Definition: Overtime will be paid for all hours worked in excess of forty (40) hours in a work week. In a week in which a paid holiday (as defined in Article X) occurs, overtime will be paid for all hours worked in excess of thirty-two (32) hours in a work week. For purpose of determining hours worked in a week, paid vacation, sick leave, and personal time taken will be included.

(2.) Overtime Calculation: One and one-half times the regular hourly rate of pay will be paid for eligible hours worked after 40 hours have previously been worked in the week and two times the regular hourly rate of pay will be paid for eligible hours worked after 48 hours have previously been worked in the week, this includes Sundays and Holidays.

B. Overtime assignments shall be made by management and no overtime shall be paid without first having been approved by management.

C. Overtime Assignment: Overtime will be offered to employees in the bargaining unit beginning with the members having the least overtime in the classification. Overtime refused by a bargaining unit member will be considered overtime worked for the purpose of calculating overtime equalization. For the purposes of this paragraph, overtime that could not be offered due to the fact that the College's good faith efforts to reach the employee were not successful shall be considered as overtime refused. Overtime refused by all bargaining unit members within a classification shall be

offered or assigned to bargaining unit members within the classification on a rotating basis in reverse order of seniority and then offered to subcontractors. Overtime refused by bargaining members can be assigned, on a mandatory basis, to the required number of employees in reverse order of seniority on a rotating basis.

- D. In the event of an emergency where the appropriate classified employee is unavailable for overtime or the expected work load is greater than the available work force, the employer may utilize the assistance of other College employees. Request for assistance will start with the employee lowest in total overtime hours within other classifications covered by this agreement. If the utilization of other classifications within the bargaining unit is not adequate, the employer may offer bargaining unit overtime to other IUOE employees employed by the College. It is understood that employees outside of the classification in which the work is normally performed shall not perform any skilled craft work.

For the purpose of ensuring rapid response and adequate staffing during periods of inclement weather, the provisions of Article 9, relating to overtime assignment shall be suspended during the applicable period of inclement weather and be replaced by the below-listed procedure.

1. Snow and Ice Removal Plan

The snow and/or ice plan shall commence as approved by the VP of Administration or designee. The commencement of a snow day schedule shall not require a shift change notice. All IUOE 2 bargaining unit members are subject to snow crew assignments unless a member is subject to physician authorized restrictions on such duty. (Such work restrictions must be provided in writing by the employee's physician and provided to the Human Resources Office each year.)

2. Operations

- a. Call-back procedures will be set forth in the IUOE contract, Article 9, sections E through H.
- b. Overtime will be paid according to the IUOE contract, Article 9 sections A through D.
- c. If the snow and/or ice plan shift is terminated during an employee's regular shift, the employee should continue their regular hours, unless permission is granted by the supervisor/manager.
- d. When technicians are put on call for snow and ice removal they shall

receive one (1) hour of overtime pay. In the event that a technician fails to report to work when called, no on-call time will be paid.

3. Safety

The "College" will provide each snow and/or ice crew member with the equipment, supplies, and safety apparel necessary to perform the assignments given.

- E. On-Call Pay: All members of the bargaining unit will be assigned on-call duty for periods when they are not physically at work. Such assignments will be rotated weekly among all employees of the unit. When assigned to on-call, employees shall carry a pager (or such other communication device as the College may determine) and shall be compensated at a rate of one hour of overtime for each 24-hour period that they are designated as on-call. On-call employees shall be required to respond within 15 minutes of a call from the College and report to work within one and one-half (1 1/2) hours of the response to the call, under the provisions of Article 9, Section F. Should the employee encounter unforeseen circumstances that would prevent the meeting of the reporting timeline, he/she shall immediately notify the supervisor. Failure to respond and/or report in accordance with the above timelines shall subject the on-call employee to progressive discipline. The employee shall not receive on-call pay for hours actually spent at work or for hours paid as a result of a call-back guarantee. If an employee calls in sick on the day an on-call assignment is to begin, the on-call duty will be re-assigned to another employee who may volunteer for the assignment. If there are no volunteers to cover the absent employee's on-call assignment, the supervisor shall assign an employee to cover the on-call assignment. Failure to cover an on-call assignment shall submit the employee to progressive discipline. On call assignments shall commence at 12:00 am (midnight) on Friday and conclude at 11:59 pm on Thursday.

In the case of unique circumstances, when specific or specialized expertise may be required to resolve an on-call issue, the supervisor shall have the discretion to call in a specific unit member who is uniquely qualified to resolve the matter, regardless of whether that employee is on-call.

- F. Work Assignments: Cincinnati State reserves the right to make work assignments, to change work assignments, and to determine the time and frequency of tasks to be performed by bargaining unit members.
- G. Lunch Period and Breaks: Employees shall receive two (2) paid breaks, consisting of fifteen (15) minutes each, for each work day. The first break is to be taken during the first four (4) hours of the work day and the second break is to be taken during the

second four (4) hours of the work day. Employees shall receive one half-hour non-paid lunch period. Essential personnel required to respond during their unpaid lunch break will be compensated for the response time or provided additional lunch time (in the amount of response time taken from lunch time), at the choice of the employee. Employees shall not be permitted to eat and drink in areas where such activity is prohibited.

H. Call Back: Whenever an employee is called into work at a time other than the regular work schedule thereby necessitating additional travel to and from work, the employee shall be guaranteed a minimum of four (4) hours pay at the appropriate rate of pay. It is understood that any extra worked performed prior to the start of the regular shift or following the end of the regular shift so that no extra travel to and from work is required will be paid at the appropriate straight time or overtime rate and will not entitle the employee to the four (4) hour guarantee for extra pay.

I. Compensatory Time:

An employee may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate, at a time mutually convenient to the employee and administrative supervisor. Any comp time must be used within a sixty (60) calendar day period, if not, it will be paid out at the next applicable payroll period.

Article 10 Benefits

A. Benefits Plan

The College agrees to involve up to three (3) bargaining unit designees in plan design meetings, benefit provider negotiations, and information sessions and it is acknowledged that these negotiations are confidential in nature.

The College retains the right to choose the insurance carriers, or to change carriers, and to alter the design of its benefits plan, including introducing multiple tiers of premiums, provided that, during the term of this Agreement, the cost share shall not exceed the percentages set forth below. However, during the term of this Agreement, the College is committed to maintaining levels of health insurance coverage roughly comparable to the network and services coverages provided under the current plan.

The College shall provide each eligible full-time employee the following benefits during the duration of the Contract:

- a. 89 percent of the cost of the PPO health insurance plan or 100% of the cost of the High Deductible Health Plan (HDHP);
- b. the total cost of the current dental plan coverage;
- c. the total cost of vision plan A (basic) coverage

- d. the total cost of the Employee Assistance Program;
- e. the total cost of current short-term disability coverage for the employee only; and,
- f. The total cost of basic group life insurance coverage, for the employee only, at two (2) times annual salary with a minimum of \$50,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.

The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums for the above insurance based on either the single or family coverage as eligible.

Should any bargaining unit employee choose a total package of benefits that exceeds the benefit plan dollars allocated (i.e., an alternative health care plan) the employee must pay the difference through payroll deduction.

A bargaining unit employee may revise his or her election upon a qualifying event in accordance with the terms of the plan. Waiver of any of these benefits must be made in writing and proof of health insurance from another source must be provided. An employee may not decline coverage in the Employee Assistance Program.

All bargaining unit employees are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for unreimbursed medical expenses and/or child and dependent care charges with pre-tax dollars.

The College retains the right to choose the insurance carriers or to change carriers, as long as the insurance coverage is roughly comparable.

B. Holidays

1. Employees working on holidays (as defined by this agreement) shall receive eight hours pay at their normal hourly rate plus one and one-half times their normal hourly rate for hours worked between 12:00 am and 11:59 pm on the holiday.
2. For purposes of this collective bargaining agreement, the following shall be considered holidays: Independence Day; Veteran's Day; Thanksgiving Day; the Day before Thanksgiving; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Juneteenth, and Labor Day.

3. For purposes of this collective bargaining agreement, the day recognized by the College as the official holiday shall be the day for which holiday pay shall be paid to any member of the bargaining unit who is required to work on that day.
4. The staff shall observe College closed days as determined by the Board of Trustees and/or the President or his/her designee. If a bargaining unit member is called into work on a college closed off day, that employee shall have the option of being paid time and one-half for the hours worked or of receiving comp time at time and one-half the hours worked. The employee shall make his or her designation on the day of the overtime occurrence.
5. In order to receive holiday pay, an employee must perform work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday except in case of approved and scheduled time off. The College will require proof of any illness occurring the day before or after any holiday where there is a claim for paid time off.

C. Vacations

After 1 full year of service	80 hours per year
After 5 full years of service	120 hours per year
After 10 full years of service	160 hours per year

Vacation must be taken in no less than one hour increments.

All vacation will be requested in writing by the employee and signed and returned to him or her by his or her supervisor. No vacation shall be taken without prior written approval of his or her supervisor.

Under normal circumstances, vacation requests of one week or more shall be submitted at least two weeks in advance and shall be approved or denied as soon as reasonably possible. Vacation requests of less than one week should be submitted at least one week in advance. Under circumstances that are not normal circumstances, such requests can be submitted at least 24 hours in advance and should be approved or denied as soon as reasonably possible, considering the operational and efficiency needs of the College. However, the supervisor is not precluded from approving vacation requests upon shorter notice if he or she chooses.

Earned vacation at termination will be paid upon termination according to College current policy.

Earned vacation at retirement will be paid upon retirement according to College current policy. Vacation time shall be cumulative to a maximum of three times the annual allowance.

D. Sick Leave

Members of the bargaining unit shall receive a total of twelve (12) sick days per fiscal year. Such allocation will be made at the beginning of each College fiscal year. Both the College and the Union acknowledge that sick leave shall be used only because the employee is sick, injured, or has an FMLA qualifying event. Sick leave is not to be used as vacation and the use of sick leave as vacation will subject bargaining unit members to discipline. Conversely, as per Section C of this Article, vacation time can only be used with the prior written approval of the supervisor; therefore, vacation time shall not ordinarily be used as sick leave. Any exception shall be at the discretion of Human Resources and consistent with the current Operations Manual. Furthermore, both the College and the Union recognize that abuse or suspicious use of sick leave (i.e., specific days of the week, persistent patterns of continual use, days following or preceding other off days, absence following overtime worked, maintaining zero or near zero balances, etc.) could subject an employee to disciplinary action.

Employees out on sick leave for more than five (5) days must present a medical clearance from his or her doctor upon their return to work. However, once an employee has been disciplined for abuse or suspicious use of sick leave, the College may require that employee to provide medical documentation for each incident of sick leave use, regardless of length, for a period of twenty-four (24) months from the date of the discipline. Such medical clearance shall include a statement that the employee is specifically excused from work on a given date(s), the date(s) for which the employee is excused; the date the employee is cleared to return to work, and any applicable physical restrictions. Failure to provide such medical clearance will result in denial of sick leave benefits and could result in disciplinary action. Once an employee exhausts his or her sick leave, any additional time taken off due to sickness shall be deducted from the employee's personal leave balance. An employee who provides acceptable medical certification as defined above shall not be subject to progressive disciplinary actions until the employee has exhausted all sick leave, personal leave, and all leave and/or remedies available under the law (e.g., ADA, FMLA; refer to the Employee Operations Manual for policies). Any additional absences, even if supported by medical certification, will subject the employee to progressive disciplinary action.

Members of the bargaining unit who are sick shall notify their supervisor (or the supervisor's designee, who shall be another member of management or a member of the divisional clerical staff) as soon as possible, but in no event later than the beginning of the employee's shift, unless circumstances are such that it would be impossible to so notify the supervisor or the supervisor's designee (i.e., sudden, life-threatening illness, injury, etc.). Said notification must specify the type of leave requested (i.e.: paid sick time, unpaid, etc.) which is subject to approval by the supervisor and/or Human Resources. The employee calling in must either speak directly to or leave a voice and/or text message with the supervisor (or the supervisor's designee). Failure to provide proper notice will result in denial of sick leave benefits and could result in disciplinary action.

Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may convert accumulated sick leave up to a maximum of thirty [30] days at the rate of one (1) day for every three (3) days of sick leave into a lump sum payment upon the effective official day of retirement. When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as .00384 times the employee's current annual salary times the number of eligible days.

Persons employed after January 1, 1988, shall be eligible to cash in sick leave only if they formally retire per the regulations of SERS and are eligible to draw benefits from the system. When the lump sum cash payment amount an eligible

employee may receive is computed, the rate shall be computed at .00384 times the employee's most recent annual salary times the number of eligible days.

E. Personal Days

Members of the bargaining unit shall receive three (3) personal days per fiscal year, Except when an emergency occurs that makes it impossible for an employee to obtain his/her supervisor's advance permission, personal days may only be used with the supervisor's advance permission, which shall not be unreasonably withheld. In the case of emergency, employee requesting personal leave must notify his/her supervisor, or designee via phone call/voicemail or text prior to the beginning of the employee's shift. At the end of the fiscal year, any unused personal days shall convert to sick leave.

F. Parking

Campus parking shall be provided free of charge for all bargaining unit members within assigned staff parking areas and with an approved Cincinnati State parking permit.

G. Uniforms

Bargaining unit members shall be provided uniforms by the College. The College shall pay the full rental cost of the uniforms and shall offer uniform cleaning services on a rotating basis. Uniforms shall consist of ten (10) shirts and pants/shorts. Two hats or visors will be provided to each unit member annually. Five (5) T-shirts will be provided to each unit member once every two years. Employees who are provided uniforms are required to wear the uniforms whenever on duty at the College. The wearing of hats or visors on duty is optional, but when hats or visors are worn on duty, they must be issued uniform hats or visors. T-shirts are permissible only in shop areas and outdoors and must be in presentable condition. Regular uniform shirts must be worn in all indoor public areas. In the event that these uniform regulations need to be changed due to a Campus special event, the members of the bargaining unit will be so notified as soon as possible.

Upon termination of employment for any reason, employees are required to turn back in to the College any uniform items in their possession. Employees who fail to do so shall have the cost of the un-returned uniform items deducted from their final paycheck.

H. Safety Shoes

Each member of the bargaining unit shall be eligible for up to \$500.00 for the entirety of the contract for the purchase of OSHA-approved, safety- toed, oil-resistant safety shoes. Once such shoes are obtained, employees will be required to wear them on the job.

I. Use of Facilities

Members of the bargaining unit shall be able to utilize the campus facilities, which include the library and the fitness center during non-working hours when such facilities are open and staffed for general use by employees. An employee ID will be required.

J. Educational Benefit- Tuition Waiver

- A. A f t e r s i x m o n t h s o f e m p l o y m e n t , f u l l t i m e e m p l o y e e s o f C i n c i n n a t i S t a t e T e c h n i c a l a n d C o m m u n i t y C o l l e g e a r e e l i g i b l e t o e n r o l l i n t h r e e c o u r s e s p e r s e m e s t e r w i t h o u t p a y m e n t o f t h e t u i t i o n f e e , a p p l i c a t i o n f e e , r e g i s t r a t i o n f e e , t e c h n o l o g y f e e , c a r e e r s e r v i c e s f e e , a n d f a c i l i t i e s f e e , w h e t h e r i n - s t a t e o r o u t - o f - s t a t e .
- B. F u l l t i m e e m p l o y e e s s h a l l p a y a n y l a b o r o t h e r f e e s a t t h e t i m e o f r e g i s t r a t i o n ; h o w e v e r , i f a n e m p l o y e e ' s s u p e r v i s o r r e q u i r e s t h a t t h e e m p l o y e e t a k e a g i v e n c o u r s e t h e l a b f e e s w i l l b e p a i d f r o m t h e d e p a r t m e n t a l b u d g e t .
- C. E m p l o y e e s m u s t m a i n t a i n a 2.0 g r a d e p o i n t a v e r a g e . I f t h e G P A f a l l s b e l o w a c u m u l a t i v e 2.0 , t h e s u b s e q u e n t e n r o l l m e n t c o s t s w i l l n o t b e w a i v e d u n t i l t h e G P A r e t u r n s t o t h e 2.0 o r b e t t e r . E m p l o y e e s w h o p a r t i c i p a t e i n t h e p r o g r a m s h o u l d f o l l o w t h e s e s t e p s :
 - a. R e q u e s t f r o m t h e H u m a n R e s o u r c e S e r v i c e s O f f i c e a C i n c i n n a t i S t a t e T e c h n i c a l a n d C o m m u n i t y C o l l e g e T u i t i o n W a i v e r A u t h o r i z a t i o n f o r m . T h e p u r p o s e o f t h i s f o r m i s t o v e r i f y t h a t t h e r e q u e s t e r i s e l i g i b l e f o r t h e t u i t i o n w a i v e r b e n e f i t .
 - b. I f t h e e m p l o y e e i s r e g i s t e r i n g f o r a c l a s s t h a t i s r e q u i r e d b y h e r / h i s s u p e r v i s o r , a f o r m a l m e m o a d d r e s s e d t o t h e C a s h i e r ' s O f f i c e f r o m t h e d i v i s i o n d e a n o r v i c e p r e s i d e n t i s r e q u i r e d . T h e m e m o i s t o s p e c i f y t h e s t u d e n t ' s n a m e , c o u r s e n u m b e r , t e r m o f r e g i s t r a t i o n a n d r e a s o n f o r t h e c o u r s e r e q u i r e m e n t . S u p e r v i s o r r e q u i r e d c o u r s e s w i l l n o t c o u n t a s p a r t o f t h e w a i v e r m a x i m u m p e r s e m e s t e r .
 - c. S u b m i t t h e s i g n e d T u i t i o n W a i v e r A u t h o r i z a t i o n f o r m t o t h e F i n a n c i a l A i d o f f i c e n o t l a t e r t h a n t h e e n d o f t h e r e g i s t r a t i o n p e r i o d . T h e p r o p e r w a i v e r a m o u n t w i l l b e e n t e r e d a n d d i s b u r s e d a s a f i n a n c i a l a i d a w a r d . E m p l o y e e s a r e r e q u i r e d t o p a y a n y f e e s n o t e l i g i b l e f o r w a i v e r a t t h e C a s h i e r ' s O f f i c e .
 - d. O n c e t h e f u l l d o c u m e n t a t i o n i s i n h a n d , t h e C a s h i e r w i l l p r o c e s s t h e

registration and mark the bill "paid".

- e. Spouses and/or dependents of any Cincinnati State Technical and Community College full time employee may receive waiver of the tuition fee, application fee, registration fee, career services fee, and technology fee, whether in-state or out-of-state, irrespective of the credit load after the employee has been with Cincinnati State for one year. A Tuition Waiver Authorization form should be completed and submitted. Proof of dependency will be required. Other fees must be paid at registration time. Spouses, children, and/or dependents are eligible for institutional scholarship support only through specifically designated dependent need- based scholarship funds. Spouses, children, and/or dependents are limited to 75 credit hours exclusive of academic foundation courses.
- f. Full time employees who retire from Cincinnati State Technical and Community College through one of the State of Ohio retirement systems shall be permitted tuition waiver as described for full time employees still employed.

K. Educational Benefit- Tuition Assistance Program

- a. After twelve months of employment, supervisory approval of course work determined to be job related and/or beneficial to the College must be submitted to the Human Resources/ Department for concurrent approval.
- b. Upon submission of a documented receipt for college tuition from a regionally accredited institution of higher education and upon submission of an official grade report verifying a grade of "C" for undergraduate courses and "B" for graduate courses or better a full-time employee may be eligible to receive reimbursement of tuition at the following rates:
- c. Reimbursement will be made for the undergraduate tuition cost of the course completed, up to the current in-state undergraduate tuition cost per semester credit hour at the University of Cincinnati.
- d. Reimbursement will be made for the graduate tuition cost of the course completed, up to the current in-state graduate tuition cost per semester credit hour at the University of Cincinnati.
- e. The maximum tuition reimbursement shall be capped at 18 credit hours per academic year. The University of Cincinnati semester tuition rate shall be used to adjust the reimbursement amount effective each fall term.

Article 11 Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) signed into law on February 5, 1993 and became effective on August 5, 1993. Cincinnati State Technical and Community College is subject to and fully supports this legislation. The Director of Human

Resources is responsible for the implementation, administration, and compliance with FMLA and policies established by the College that are affected by this legislation. Cincinnati State's compliance with FMLA is outlined in the Operations Manual.

Article 12 Discipline

A. Disciplinary Action

General Procedure for Disciplinary Action

General Philosophy:

The College believes in the principle of corrective action and follows the policy of progressive discipline. It is the College's position that supervisory efforts should be concentrated on preventing the occurrence of serious personnel problems rather than in disciplining employees for misconduct. It is desirable that all disciplinary questions be resolved at the lowest administrative level consistent with the scope of the problems and the rights of the employee. Nothing contained within this general philosophy statement is intended to limit the College's ability to impose discipline when deemed necessary. If disciplinary measures are imposed, it is essential that the following conditions are observed:

- The Human Resource Department is notified.
- Each problem is investigated thoroughly so that the facts of the situation are known.
- Any action taken is appropriate to the offense.
- The dignity of the employee is respected.
- The IUOE/Business Manager is notified.

The normal progressive disciplinary action will be a written reprimand, followed by suspension, and finally termination. However, nothing contained herein limits the right of the College to impose the level of discipline deemed necessary to address the misconduct at issue. The College, in its discretion, may institute disciplinary proceedings at the level deemed appropriate for the offense alleged. The disciplinary process shall be initiated by the College no later than ten (10) working days after management becomes aware, or through the exercise of reasonable diligence should have become aware, of the incident leading to the proposed discipline.

B. Progressive Disciplinary Steps

1. Written Reprimand:

This is the first level of formal discipline. The written reprimand will be issued by the supervisor with the approval of the Department Head. The written reprimand shall be signed by the employee for the purpose of indicating it was received. A copy shall be sent to the Human Resource Department for placement in the employee's personnel file. The written reprimand shall be made a part of the permanent employee personnel record and it shall be considered as a factor in

the performance evaluation process. At the end of eighteen (18) months (from the date of the disciplinary action) the written reprimand will not be introduced as evidence to support disciplinary action.

2. Suspension:

Depending upon the severity of the problem or the gravity of the offense, an employee may be suspended without pay. An employee may be suspended for three days or less with the recommendation of the immediate supervisor and approval of the department head and the Director of Human Resources.. If an employee is suspended without pay and later reinstated because the suspension is found to have been improper in whole or in part, that employee will receive wages for the period of suspension found to have been improper. The occurrence of a suspension shall be made a part of the employee's permanent personnel record and shall be considered as a factor in the performance evaluation process. At the end of thirty-six (36) months (from the date of the disciplinary action) the suspension will not be introduced as evidence to support disciplinary action.

3. Termination:

When other corrective disciplinary action has failed or where the seriousness of the offense warrants, an employee may be terminated from employment by the College.

C. Suspension and Termination Notification and Response

When the College determines that an employee may be suspended or terminated for disciplinary reasons, the College will notify the employee and the Union Office/Business Manager in writing of the charges against the employee. The employee will have an opportunity to respond orally or in writing to the charges prior to the discipline being imposed. Such response must be given within three (3) working days. The employee shall be accompanied by a Union representative to the meeting to make such response, unless such right is waived in writing by the employee. A copy of any such written waiver shall be provided to the Union Office/Business Manager. In the event of an oral response, a mutually agreeable written summary will be prepared at the conclusion of the meeting.

D. Administrative Leave:

In any circumstance in which it appears necessary in the interest of the proper functioning of the College or the safety of other employees, the Director of Human Resources may place on administrative leave any employee during the pendency of the disciplinary process. In the event that an employee is placed on administrative

leave, that employee shall be entitled to pay during the pendency of the administrative leave provided that the employee would otherwise be able to work and that the employee takes no action to delay the resolution of the disciplinary process.

E. Rights of Appeal to Disciplinary Action

An employee, through the contractual grievance procedure, shall have the right to appeal any formal discipline where the employee feels discipline was imposed without just cause. All formal discipline shall be subject to the grievance procedure. Should an employee or the Union decide to fill a grievance over discipline imposed, such grievance will be initiated at the formal internal step of the grievance procedure within ten (10) days of the IUOE office/business manager being notified.

F. Reasons That Disciplinary Actions May be Imposed

An obligation rests with every employee of Cincinnati State College to render honest, efficient, and courteous performance of duties. Employees will therefore be responsible and held accountable for adhering to all Cincinnati State policies, rules, directions, and procedures prescribed by the College through supervisory or administrative personnel.

1. Behavior contrary to civil law and/or behavior which interferes with the College's maintenance of order or its educational process is forbidden. Such behavior may result in disciplinary action including, but not limited to, disciplinary probation, suspension, dismissal/ termination or other appropriate action.
2. The decision as to whether a specific kind of behavior is a violation will rest with the administration. Following are specific but not exclusive examples of behavior prohibited by this section.
 - a. Deliberate destruction of, damage to, or malicious misuses of College property.
 - b. Assault or battery upon another person while on College owned or controlled property.
 - c. Theft of the property of the College, or any private individual, which is physically located on the College owned or controlled property.
 - d. Forgery or alteration of any College identification cards, parking permits, or records or information storage systems.
 - e. Failure to perform responsibilities in an efficient and satisfactory manner either through incompetence, negligence, or refusal to carry out reasonable

assignments.

- f. Fraud or misrepresentation of qualifications.
- g. Violations of the rights and freedoms of other members of the college community.
- h. Falsification or unauthorized destruction of records.
- i. Illegal or unauthorized possession or use of firearms, fireworks, explosives, dangerous chemicals or weapons while on College-owned or controlled property.
- j. Sexual or other forms of discrimination or harassment.
- k. Conviction of a felony or plea of no contest to a felony charge that renders the employee unfit or unable to perform responsibilities, or conviction of or a plea of no contest to a crime or misdemeanor that is hostile to the college community.
- l. Illegal manufacture, sale, possession, or use of alcoholic beverages, narcotics, marijuana, hypnotics, sedatives, tranquilizers, stimulants, hallucinogens or similar controlled substances.
- m. Obstruction or disruption of teaching, research, administration, disciplinary procedures or other College activities.
- n. Participation in or organization of any demonstration or unauthorized activity which interrupts the functions of the College or interferes with the rights of other members of the College community.
- o. Unauthorized entry into or use of College facilities, either buildings or grounds.
- p. Deliberate disobedience of or resistance to identified College authorities acting in the line of duty.
- q. Drunkenness or gambling on College owned or controlled property.
- r. Disorderly conduct on College owned or controlled property.
- s. Unsatisfactory attendance and/or performance.
- t. Unsafe and/or negligent operation of College vehicles and/or equipment.

Article 13 Layoff and Recall

An employee may be subject to a non-disciplinary, involuntary termination through layoff in connection with a shortage of funds, abolition of position, or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit, as follows: In the reduction in force (layoff) and recall of union employees, seniority and qualifications shall prevail as follows:

- A. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.
- B. When employees are subject to a reduction in force, the college shall have the right to prioritize the layoff by classification.
- C. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least twenty (20) calendar days or shall have the letter of notification hand-delivered at least twenty (20) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fires, utility failures, acts of God, or other causes beyond the College's control.
- D. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If the notice is undeliverable, the College's obligation shall be considered to be fulfilled. The recalled employee must notify the College within two (2) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be determined by the College. Failure to return from layoff shall subject the employee to termination of service. In the event that an employee is unable to return to work due to illness or injury certified by a physician, that employee shall so notify the College within two (2) working days of the date of receipt of the notice and shall provide the College with a physician's certification upon request. Failure to notify the College and/or to provide a physician's certification upon request shall subject the employee to termination.
- E. The obligation to recall an employee shall cease after a full two years of layoff.
- F. The recall of employees laid off shall be in reverse order of layoff except that probationary employees shall have no right to recall.
- G. The College reserves the right to abolish or freeze positions as it deems necessary.
- H. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose his/her right to a subsequent recall; however, the College will not be obligated to hold the position open until such time as that

employee is able to return to work.

- I. Employees on layoff are not eligible for holiday pay for holidays which fall during such layoff or leave. However, if an employee is laid off on the day a holiday is observed he/she shall be paid holiday pay if they would otherwise have been eligible for holiday pay.

Article 14 Jury Duty and Other Court-Related Appearances

An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party will be excused from work upon presentation of the notice or subpoena to his immediate supervisor, if service for jury duty or appearance as a witness would be required during that employee's working hours.

An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party shall be excused from work for the scheduled shift immediately preceding the scheduled duty upon presentation of the notice or subpoena, to his/her immediate supervisor, if the immediately preceding scheduled is third shift.

An employee summoned for jury duty or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party shall be required to work no later than 10:30 p.m. on a day immediately preceding the scheduled duty, if that employee is scheduled to work second shift.

The employee shall notify his immediate supervisor of such jury summons or subpoena immediately upon receipt. When an employee has been summoned for jury duty or subpoenaed as a witness in a court or administrative proceeding in which the employee is not a party, and the employee misses work as defined above, the employee will be paid the difference between his normal straight time earnings and the fees received from court provided that he submits to the College satisfactory documentation of the amount received as compensation for his service and the dates served.

In case of absence from duty for any court proceedings or administrative hearing in which the employee is a party, no salary shall be paid the employee for the period of absence, except to the extent that an employee takes a personal leave day or vacation day. However, if the employee is absent from duty for any court proceedings or administrative hearing in which the employee is a party, and, in the judgment of the Director of Human Resources, that court-proceeding or administrative hearing arises from justifiable line of duty action on the part of the employee, the employee will be paid normal straight time earnings and will not be required to take a personal leave day or

vacation day if the appearance interferes with the employee's work schedule.

An employee shall be expected to return to work immediately upon completion of each day's service. If an employee actually serves on a jury, that employee shall be released from work that day. The College retains the right to make such scheduling changes as it deems necessary to compensate for the absence of an employee required to attend a court or administrative proceeding. The employer shall give notice of such scheduled change to the affected employee(s) as soon as is practicable. In no event will an employee be penalized for serving on jury duty.

In lieu of the above, an employee may voluntarily choose to take a personal or vacation day, in which case he or she would be under no obligation to return to work upon completion of service, and will be under no obligation to report any compensation received for his or her service.

A form indicating that the employee has attended the court proceeding, signed by an official of that court, will be required from the employee for each day court/jury duty is required. This Court Attendance Form(s) shall be submitted to the employee's supervisor at the completion of the court/jury duty assignment. Failure to complete and submit this form(s) will cause the employee to not receive compensation for that day.

Article 15 Lead Technicians

Should the College determine that it is necessary to establish a Lead Person position, on either a temporary or permanent basis, in any of the departments covered by this agreement, such Lead Technician shall be compensated at a rate of \$1.00 per hour more than the highest base rate currently being paid in that department for the duration of that appointment.

Should a permanent position for a Lead Person become available, such position will be posted within the department for a period of seven (7) working days and shall be awarded to a bargaining unit member within the department provided that there are persons available who meet the qualifications for the position. Should two or more bargaining unit members who apply for the position demonstrate equal qualifications, the position shall be awarded to the most senior of those employees.

Under no circumstances shall the Lead Technician be used as a supervisor. Lead Technicians shall not hire, evaluate, discipline, or determine leave usage.

Article 16 Medical Limitations

Employees with medical limitations, verified by a doctor's slip, may be permitted to

work, but only with the specific permission of the College. The Director of Human Resources or his/her designee shall consider each such request on a case-by-case basis and shall not unreasonably deny any such request.

Notwithstanding any other provision in this Agreement, in the event that any employee is given medically limited duty, the College retains the right to rearrange duties of the medically limited employee and the other bargaining unit members to assure that all employees have a full work schedule and that all work gets done.

Article 17 Health and Safety

- A. It is the responsibility of the College to provide safe working conditions, tools, equipment, and work methods for its employees. It is the duty of all employees to use the safety equipment provided by the College and to follow all the safety regulations and working methods recommended for their safety and the safety of students.
- B. In the event of an on-the-job injury, the employer and employee will follow established procedures relating to occupational injury and complete the necessary forms and reports.
- C. The employer shall be responsible for keeping all College vehicles utilized by employees in safe operating condition. Employees shall notify supervision of any safety defects on College vehicles and/or equipment.

Article 18 Tools

The College will provide the necessary tools to the bargaining unit members for the performance of their duties. Negligence and/or failure to account for personally issued tools by the College will obligate the employee to replace the missing tool(s) at their own expense. Employees who do not replace (pay) for their missing tools could be subject to progressive discipline. Individuals shall not be accountable for tools that are considered "community tools" unless they are negligent in the operation of such tools.

Article 19 Probationary Period

Any new employees will be hired subject to a 120-day probationary period, with a minimum of 90 days worked during that period. The probationary period shall be automatically extended until the minimum number of days worked is achieved. At any time during the probationary period, the college retains the right to terminate the probationary employee, and the probationary employee shall have no right of appeal. The college may terminate a probationary employee for any reason not prohibited by law. A probationary employee shall not be entitled to grieve or appeal their dismissal.

Probationary periods may be extended with the mutual agreement of the College and the Union.

Article 20 Seniority

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with Cincinnati State Engineering, Maintenance and Grounds Unit. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.
- B. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.
- C. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.
- D. In the event more than one (1) person is hired on the same day, seniority will be based on the person's last name alphabetically, on the date of hire.

Article 21 Labor/Management Committee

The Union and College shall jointly establish a Labor/Management Committee which shall consist of six (6) members, three (3) members appointed by the Union and three (3) members appointed by the College. The Committee shall establish its own procedures. An agenda shall be exchanged by the parties two (2) days in advance of each meeting. The Committee shall meet on a mutually agreeable regular schedule, but not less than once per term, to discuss and investigate problems and other matters of mutual concern. Time spent attending Labor/Management Committee meetings shall be paid time at the appropriate rate. The Committee shall not have the authority to modify, amend, or add to this agreement except as provided in Article 28 (Duration and Amendment).

Article 22 No Strike or Lockouts

During the term of this Agreement, no member of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refusal to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this paragraph, the involved members of the bargaining unit will be subject to disciplinary action.

The College agrees that there shall be no lockouts during the term of this Agreement.

Violation of this paragraph by the College shall subject the College to the grievance procedure contained herein and if it is established that the College engaged in an unlawful lockout during the term of this Agreement, the College shall be required to pay the wages of those employees locked out for the period of the lockout.

Article 23 Supervisors Working

No supervisor shall be used to prevent employees from working a 40-hour work week or as a substitute for overtime. Supervisors shall be permitted to instruct an employee in the work of his classification or to provide coverage in emergency circumstances or as a last resort when no bargaining unit employees are available.

Article 24 Subcontracting

The College retains the right to use subcontractors. No subcontractors shall be used to prevent bargaining unit members from working a 40-hour work week. In the event of a lay-off, the work performed by the laid off employee(s) shall not be assigned to a subcontractor for the period of such lay-off.

Article 25 Legal/Legislative Change Clause

If any Article or Section of the agreement or any addition thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this agreement and if any Article or Section of the agreement or any addition there to should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this Agreement and enter into immediate collective bargaining negotiating for replacement for such Article or Section. All other articles shall remain in full force and effect.

Article 26 Entirety Clause

This written agreement as well as any Memorandum of Understanding signed by both parties constitute the entire agreement between the College and the Union and supersedes and replaces any and all agreements and/or past practices, whether written or oral, or express or implied, between and concerning the College and the Union. To the extent, however, that this agreement does not address a particular matter or issue, the written policies and procedures in effect at the College, including those contained in the most current College Operations Manual, shall govern. The aforementioned paragraph will in no way limit the Union's rights under the Public Employee Collective Bargaining Act except as identified in the Collective Bargaining Agreement.

Article 27 Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College or of rights obtained by the Union shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

Article 28 Training, Certification, and/or Licensure

The College reserves the right to require bargaining unit employees to participate in training which the College deems necessary to keep employees competent in the most up-to-date methods in their respective fields. The College shall pay the full cost for any such training, which must be approved in advance by the Director of Buildings, Maintenance & Grounds, or his/her designee, and the Vice President of Administration (VPA), via e-form, prior to the start of training. Following completion of training, employees shall submit certification or license to Director of Buildings, Maintenance and Grounds..

Effective October 12, 2023 the College will provide the maximum training, certification, and/or licensure related compensation previously made available to Union members under the bargaining agreement expiring October 11, 2023. For currently employed members not yet at the maximum training allowance of four (4) certifications/licenses, they will receive an increase in hourly compensation for training certification/licensure pay from their current level to the maximum of \$1.00 per hour, as if they had previously received four certifications/licenses. This change would have no effect on members previously grandfathered to be paid \$1.25 or \$1.50 per hour for certifications/licenses earned. For new hires, this addition to an employee's starting base pay will be granted at Management's discretion up to \$1.00 per hour, depending on the level of training a candidate possesses at time of hire.

Article 29 Duration and Amendment

This agreement shall become effective on October 12, 2023, and shall continue in full force and effect until and including midnight of October 11, 2026.

Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

IN WITNESS WHEREOF, the parties have, hereunto set their hands this 5th day of February 2024.

**CINCINNATI STATE TECHNICAL
& COMMUNITY COLLEGE**



Monica J. Posey, M.B.A., Ed. D.
President



John Silverman
Board Chairman

Appendix 1

Memorandum of Understanding - Job Descriptions

This Memorandum entered into on this 29th day of April 1997 between the International Union of Operating Engineers, (hereinafter referred to as the Union) and Cincinnati State Technical and Community College (hereinafter referred to as the Employer). The parties herein agree that the Employer will be responsible for maintaining and updating job description specifications. The parties further agree that the reference to (other duties assigned) in the current job description will be applied as follows:

Other duties as assigned is defined as duties that are not specifically specified in the job description but are duties that a reasonable person would conclude are appropriately assigned because of its close relationships to the duties outlined in the job description.

Appendix 2

Memorandum of Understanding- Market Survey

In the third and final year of the contract, both parties agree to conduct a market survey of all IUOE 2 titles contained in this contract. Both parties will collaboratively determine what will be the applicable market data to be collected and reviewed. Such data may be preliminarily reviewed at a scheduled Labor Management Committee meeting. Subsequent results may be used for informational purposes to be considered during the IUOE negotiations slated to begin on or around October 2023.