

AGREEMENT

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ARTICLE I

PURPOSE

This Agreement is entered into between Cleveland State University, hereinafter referred to as the “University” or the “Administration,” and Service Employees International Union District 1199 WV/KY/OH, AFL-CIO, hereinafter referred to as the “Union,” and constitutes a binding agreement between the parties.

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

ARTICLE II

RECOGNITION

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

Section 2. The bargaining unit shall consist of full-time professional employees and part-time professional employees with annualized full-time equivalent (FTE) of .5 or greater, including employees in temporary positions with a contract of one (1) year or longer durunpect to

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.

ARTICLE IV

NO STRIKE/NO LOCKOUT

Section 1. The Administration and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University's programs and operations.

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

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

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

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

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

ARTICLE V

MANAGEMENT RIGHTS

Section 1. The Union recognizes the University as the body of authority vested exclusively with the right to manage and operate the University. The University shall have the right to take actions it considers necessary and proper to affect any management policy, expressed or implied, except as expressly limited under this Agreement. Nothing in this Article shall be construed to restrict or to limit any management authority.

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

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

B. Direct, supervise, train, evaluate, and hire employees;

- C. Maintain and improve the efficiency and effectiveness of University operations;
- D. Determine the overall methods, processes, means or personnel by which University operations are to be conducted; determine the University's goals, objectives, programs and services;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the size and composition of the workforce;
- G. Determine the overall mission of the University as a unit of government;
- H. Effectively manage the workforce; and
- I. Take actions to carry out the mission of the University as a governmental unit.

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

ARTICLE VI

CHECKOFF AND FAIR SHARE FEES

Section 1. The University will deduct any initiation fees a

Section 6. The Union shall indemnify and hold the University 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 7. The Union will provide the University with packets of information about the Union to be distributed by the University at new employee orientation.

Section 8. Voluntary Payroll Deductions. Upon an employee's voluntary written assignment filed at least three (3) weeks in advance, the University agrees to deduct from the employee's wages on a regular basis, amounts due and payable to COPE, United Way, Community Shares, and other organizations currently recognized under University policy. The amounts so deducted shall be mailed or otherwise forwarded to the designated organization in a timely fashion as required.

It is expressly understood that the University shall assume no liability in connection with such voluntary deductions. All disputes and adjustments shall be matters to be resolved between the employee involved and the recognized organization.

The University shall not be held liable for any consequence of either failure to make an authorized deduction or any mistakes in connection therewith.

The employees agree to indemnify, defend and save the University harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the University in reliance upon the voluntary authorization described in this Section 8.

The University, on the occurrence of one of the following, shall terminate any deduction described in this Section 8:

- (1) The death of the employee;
- (2) The termination of the employee's employment under this Agreement;
- (3) Written request of the employee filed at least three (3) weeks in advance of the effective date of termination; in which case, the University will not be required to honor another voluntary assignment filed by the employee for a period of one (1) year from the date of termination.

ARTICLE VII

UNION REPRESENTATION

Section 1. Grievances. Union officers/delegates who desire to process grievances or conduct other union business during working hours shall contact their supervisor to make arrangements for the conduct of the Union business. Upon obtaining prior approval from the employee's supervisor, the officer or delegate shall be permitted to investigate grievances or conduct union business during working hours without loss of pay. If an officer/delegate abuses any or all of the privileges of this Section 1, such privileges shall be removed by the University.

Section 2. Release Time. In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the University shall grant release time without loss of wages, benefits, or other privileges to bargaining unit members with the following conditions:

Section 12. Agreement Copies. Copies of this Agreement shall be printed at the University's expense and distributed to all members of the bargaining unit. Upon hire, the University will provide each new employee in a bargaining unit position with a copy of this Agreement. The University sha

When such grievances arise, the following procedure shall be observed:

Step 1. An employee shall first present a grievance in writing to the employee's designated supervisor within ten (10) working days of the event upon which the grievance is based in order to achieve a resolution. The grievant may be accompanied by a Union representative at this Step 1 meeting. The designated supervisor shall respond in writing to the employee and the Union within ten (10) working days of the date of the Step 1 meeting. If a resolution is reached, the parties shall sign a mutual release indicating a settlement of the grievance. A resolution of a grievance at Step 1 shall not be precedent setting. The Department of Human Resources Development and Labor Relations ("Department of Human Resources" or "HRD"), the employee's Department Head or other appropriate administrator, and the Union shall be notified of any Step 1 meeting and any subsequent adjustment by the designated supervisor if an HRD or Union representative was not present at the meeting. Such adjustments shall not be inconsistent with the terms of this Agreement. If the matter cannot be resolved through the Step 1 meeting process, the employee who wishes to pursue the grievance further shall follow the steps below.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievant and/or the Union may file a written appeal with the University's Vice President for Administration or designee within ten (10) working days after receipt of the Step 1 response. The Vice President or designee shall schedule a meeting with the grievant, the employee's Department Head or other appropriate administrator, and/or a Union representative within ten (10) working days after receipt of the appeal. The Vice President or designee shall issue a written decision to the grievant within ten (10) working days from the date that the meeting was held. A copy of said response shall be sent to the Union representative.

In the event of a suspension or discharge, a grievance can be initially submitted by the Union or grievant to the Vice President for Administration or designee within ten (10) working days of the suspension or discharge.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Union may submit the matter to arbitration by so notifying the Vice President for Administration or designee in writing within ten (10) working days after the next regularly scheduled Union Executive Board meeting, but no later than forty-five (45) calendar days after receipt of the Step 2 response.

Section 3. Mediation. The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service ("FMCS") or through a private mediator mutually appointed by the parties, within the forty-five (45) calendar day period at Step 3, prior to written notification by the Union to the Vice President for Administration or designee of the Union's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If mediation is utilized, the Union need not notify the Vice President or designee of the Union's intent to arbitrate until twenty-one (21) calendar days after the conclusion of mediation.

A. If mediation through FMCS is pursued, the mediation will be pursued and conducted in accordance with the Rules of the FMCS in effect on the date that the request for mediation was sent. The mediation will be conducted within thirty (30) calendar days of the appointment of a mediator.

B. Any party may end mediation at any time after participation in the mediation process by giving written notice to the mediator and to the other party or parties. The mediator may withdraw at any time by giving written notice to the parties.

C. The fees and expenses of mediation, if any, will be borne equally by the University and the Union.

Section 4. Arbitration. The Union shall notify the University of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall proceed to arbitration pursuant to the following procedure.

A. Within sixty (60) calendar days of the ratification of this Agreement, the parties shall meet and submit names and resumes of potential arbitrators to jointly create a panel of six (6) arbitrators. The parties must agree on the list of arbitrators selected. Once per year during this Agreement, the parties will meet to review the panel of arbitrators and determine the continued use of the existing list of panel members. The parties shall endeavor to select arbitrators who will hold hearings within thirty (30) calendar days of their selection and who will render a decision within thirty (30) calendar days from the conclusion of the hearing.

B. Upon receipt of a notice to arbitrate, the arbitrator may be selected by mutual consent of the University and the Union from the panel. If the parties cannot agree, they shall choose an arbitrator by alternatively striking names from the panel until one (1) name remains as the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified as soon as possible of his selection and a hearing shall be held, if possible, within thirty (30) days of the arbitrator's confirmation that he has accepted the appointment as arbitrator. The arbitration procedure and hearing shall be governed by the American Arbitration Association's then applicable rules and regulations.

C. If the need for an arbitrator arises and the University and the Union have not selected an arbitration panel or are unable to select a panel, the American Arbitration Association shall submit up to three (3) panels of arbitrators to each party and the arbitrator will be chosen and the matter shall proceed in accordance with the Association's then applicable rules and regulations.

D. In the event a matter proceeds to arbitration, the arbitrator shall have jurisdiction only over the matter(s) submitted. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement or University Rules or Policies.

E. The fees and other expenses of the arbitration and arbitrator shall be shared equally. Any University employee called as a witness by either side will continue to receive the regular rate of pay while attending such hearing for those hours the employee would have been scheduled to work.

Section 5. Final and Binding. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the University and the Union and/or between the University and an employee(s), and by invoking this procedure, the Union and the University waive the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the University shall be final, conclusive, and binding on the University, the Union, and the employee(s) involved.

Section 6. Limitations. This grievance procedure shall not limit the right of any employee to present a grievance and have it adjusted without intervention of the Union, as required by the Ohio Revised Code Section 4117.03 (A) (5), as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present at the final adjustment proceeding.

Section 7. General Provisions.

A. Any grievance that is not processed in a timely manner by the Union shall be considered withdrawn. Any grievance that is not processed in a timely manner by the University shall be deemed to have been appealed to the next step. However, the parties may, by mutual written agreement, waive any steps or any of the time limits of this Article. Requests for extensions of the time limits shall not be unreasonably denied by either party. The parties will accept facsimiles to meet any deadline herein specified.

B. Grievances may be processed by aggrieved employees during working hours, with no loss of pay or benefits. Hearings and meetings held under this procedure shall be c

employee, the Union President and District 1199 Union Representative of the date and time of the meeting, and both the Vice President for Administration or designee and Union President or designee shall be involved in the meeting. The District 1199 Union Representative also shall have the option of participating in the meeting. The Vice President for Administration or designee shall preside at the meeting. Normally, no discipline beyond the second written warning shall be imposed until after a disciplinary meeting, during which the employee and her/his Union representative shall have the opportunity to refute the charges.

In the event the Administration finds it necessary to remove an employee from University property before the three (3) day notice or meeting, the employee may be suspended with pay pending the conduct of the meeting, which shall be held within three (3) business days of the suspension at a time that is

the official University personnel files for bargaining unit employees. The official personnel file (“Personnel File”) for each employee shall be maintained in the Department of Human Resources Development and Labor Relations. Individual employees’ working files that are needed to carry out the day-to-day administrative functions of departments/colleges may be kept in the offices of the employee’s Department and/or the Dean of the College. Upon written request, employees shall have access at reasonable times to their working files.

Section 2. To obtain access to her/his Personnel File, an employee shall make a written request to the Vice President for Administration or designee.

Section 3. Upon written request to the Vice President for Administration or designee, any employee shall be given, at no cost, a copy of any item(s) contained within the employee’s Personnel File within three (3) working days.

Section 4. If a document is to be inserted into the Personnel File and does not include in its distribution a copy of the document for the employee, a copy of the document shall be forwarded to the individual at the time the document is inserted in her/his file. There shall be no official disciplinary action documents in an employee’s Personnel File that he/she has not had an opportunity to review and sign. No anonymous letters of commendation or complaint shall be placed or maintained in an employee’s Personnel File.

Section 5. Employees have the right to add complimentary materials to their files at any time.

Section 6. An employee may attach a written response to any item in the employee’s Personnel File or working files. The employee shall send such written response to the Vice President for Administration or designee for the Personnel File, and to the appropriate administrator for working files.

Section 7. Any request to see an employee’s file(s) must be made in writing. An employee whose file has been requested by a third party shall be immediately notified in writing of the request. The request for access shall not be complied with until one (1) working day after the notification has been given to the employee whose file has been requested. A member of the Human Resources office shall be present whenever any person outside of the Human Resources office is examining a file.

Section 8. The official Personnel File for each employee will contain the following, if available:

- A. Letter of application and all materials requested or received by the University from persons other than the applicant in connection with the employee’s original employment, including official academic transcripts;
- B. Offer of appointment and initial date of employment; employee’s contracts, letters of continuation or letters of intent;
- C. Job description(s);
- D. Documents relating to position classification, grade, and length of time in position;
- E. Documents relating to promotions, reclassifications, or transfers;
- F. Documents pertaining to salary recommendations;

- G. Documents pertaining to the employee's professional activities and accomplishments;
- H. Performance evaluations and reviews;

ARTICLE XIII

PERFORMANCE EVALUATION

Section 1. An annual evaluation of each non-probationary employee shall take place prior to March 1st each year for the previous calendar year (January 1 – December 31) in order to provide performance feedback to the employee and to afford the employee the opportunity to ask questions and make suggestions concerning the employee's work or career development. If the employee's supervisor is unable to complete the evaluation by March 1st, the employee will be notified in writing; but in any event the evaluation will be completed no later than June 1. The evaluation may include a review of the employee's job description.

Section 2. Pursuant to current practice, the performance evaluation form shall be filled out by an employee's supervisor and the employee. The supervisor and the employee shall arrange to exchange concurrently the completed evaluation forms at least 24 hours before discussing the evaluation.

If an employee has been reassigned to a new supervisor within one month of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation if possible. If an employee receives approximately equal supervision from more than one person, those supervisors shall complete the evaluation together.

Section 3. The completed Performance Evaluation Form will be discussed with the employee. At the time before dipletp10

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Section 7. Frequency of Peer Review. In no case shall any bargaining unit librarian be subject to a regularly scheduled peer review in a year when a bargaining unit librarian seeks a promotion in librarian rank.

ARTICLE XIV

JOB CLASSIFICATIONS

Section 1. New Job Classification.

A. The Union President or designee and the District 1199 Representative will be notified in writing of the creation of any new positions in the professional staff no later than thirty (30) calendar days prior to posting or advertising for the position. The notice shall include a position description. The University and the Union shall meet and discuss the inclusion and/or exclusion of such position within the bargaining unit and, if within the unit, to assess the appropriate salary grade.

B. If the new position is included in the bargaining unit and the Uni 1.oabargaibargaire unab5 7.51 1 1(TD0.0003
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D. Within thirty (30) calendar days of an employee's initial appointment, transfer, promotion or reclassification, the Vice President for Administration shall provide an official job description to that employee.

3. A Reclassification Review Committee member from the same department as the appealing employee will not vote on that employee's appeal, in which case Section 3.D.2, above, shall apply.

4. A majority decision of the Reclassification Review Committee shall be final and binding upon the employee, the Union and the University. If the Reclassification Review Committee is unable to reach a decision by a majority vote, the request shall be considered denied. If the Reclassification Review Committee is deadlocked, then the employee may submit a grievance at Step 2 of the Grievance Procedure.

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

F. Time limits addressed within this Article may be

A. The affected employee customarily works more than forty (40) hours, or more than five (5) eight hour days in a normal work week; and

B. The department or college can reasonably accommodate flexible work schedules without interference or disruption of normal operations.

C. Where a professional staff employee's work schedule does not comply with subsection A above, nothing shall preclude an informal arrangement between the employee and supervisor for a flexible work schedule.

Section 3. Professional staff who work less than forty (40) hours in any workweek shall not have their salary docked; but their accumulated compensatory time, if any, may be docked accordingly.

Section 4.

A. The salary range for each salary grade shall be moved upward by 1.5% as shown in Appendix E for non-technology positions and Appendix F for technology positions, and employees whose salaries are below the new range shall have their salaries adjusted to the minimum of the appropriate salary grade prior to the application of any other salary increases.

B. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their 1.5% increase in the form of a lump sum payment. If a portion of their increase is above the maximum of their salary grade, that portion shall be paid in a lump sum.

Section 3. The University and the Union shall reopen the contract for wages, including equity, for Fiscal Year 2006, which begins on July 1, 2005. Negotiations for the wage and equity re-opener will commence within two (2) weeks of notification to the Union of the University's funding from the State of Ohio for Fiscal Year 2006. Salary and/or equity increases, if any, will be retroactive to July 1, 2005. The Union reserves all rights under ORC Chapter 4117 regarding the negotiations process.

Section 4

Section 9. Equity Adjustments.

A. 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, at least ten (10) days prior to initiating any action under this section, shall provide the Union President or designee with supporting documentation for proposed equity adjustments and shall satisfy its obligations under O.R.C. § 4117.

B. Effective July 1, 2003, the University shall provide 0.8% of total base Fiscal Year 2004 bargaining unit salaries for equity adjustments for eligible employees to cover the cost of implementing the \$4,000, \$3,000, \$2,000, and \$1,000 equity adjustments as recommended in April 2003 by the Joint Labor/Management Subcommittee for Equity Review. An equity adjustment shall be added to an eligible employee's base salary prior to the application of any other salary increases.

C. Effective July 1, 2004, the University shall provide 0.5% of total base Fiscal Year 2004 bargaining unit salaries increase for equity increases adjustments for eligible employees to cover the cost of implementing, to the degree funding is available from the 0.5% referenced in this Section 9.C., equity adjustments as recommended in April 2003 by the Joint Labor/Management Subcommittee for Equity Review. An equity adjustment shall be added to an eligible employee's base salary prior to the application of any other salary increases.

Section 10. Additional Compensation.

A. Compensation is permitted for additional professional services that are offered or required by the University.

B. All such services and participation shall be in addition to and exclusive of the regularly assigned duties and responsibilities performed by the employee and as described in the current job description of record.

C. No employee may receive additional compensation if the additional services occur in what would be defined and/or perceived by the supervisor as falling within the employee's regularly scheduled working hours, unless the employee requests and is granted the use of flexible scheduling, compensatory time, vacation time, or leave without pay.

D. Compensation.

1. Full-time, 9 or 10 month contract employees who teach and who accept a summer and/or intersession teaching assignment shall be paid as per the summer and intersession provisions of this contract. Full-time, 12-month professional staff members who have a summer and/or intersession teaching assignment as part of their regular job duties and who accept an overload course(s) shall be paid for the overload course(s) as per the summer and/or intersession compensation provisions of this contract. Twelve-month employees who do not have a regular summer and/or intersession teaching assignment as part of their official job duties may teach a summer and/or intersession course(s) beyond their 40-hour week. Such employees shall

D. Librarian Rank and Salary Grade: Librarians at the librarian rank of Assistant Librarian and Senior Assistant Librarian are placed at Salary Grade 6;

Conciliation Service (FMCS) appoint a mediator to assist the parties. Any tentative agreements reached between the University and the Unions will be subject to approval by the Unions. If the University and the Unions cannot reach tentative agreement, the negotiations will end and there will be no changes in the health plans in effect at that time.

D. District 1199 reserves the right to negotiate issues not covered in the joint agreement between the Unions as they apply to its Collective Bargaining Agreement and constituencies.

E. Cost increases should encourage efficient and reasonable use of health care and promote wellness (i.e., as in generic substitutes, mail-order prescriptions, and preventive care). The University will endeavor, within budgetary constraints, to educate the employees about these matters. The Health Care Committee may assist the University in the development, content and format of programs that address these issues.

F. The University shall pay the full premium cost of the dental benefits.

G. The University shall pay the full premium cost

- c. Business Travel Accident Benefit for an amount equal to two (2) times base salary, subject to a maximum coverage level of \$100,000.

All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

B. The University will provide the option for employees to purchase, on an after-tax basis, voluntary group term life insurance up to an additional \$300,000 for themselves, up to \$150,000 for their spouses, and \$5,000 dependent life insurance for their eligible dependent children. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

Section 6. Flexible Spending Accounts (FSA). The University will make available to employees Medical and Dependent Care Flexible Spending Accounts which allow employees to set aside funds on a pre-tax basis to pay eligible unreimbursed medical and dependent care expenses during the plan year. The maximum allowable FSA per annum is \$5,000 for the Medical Reimbursement Plan and \$5,000 for the Dependent Care Reimbursement Plan.

Section 7. Disability Insurance. The University shall continue to provide a disability insurance plan fully paid by the University. After a 90-day waiting period, the plan pays up to 60% of an employee's base salary, up to a maximum of \$5,000 per month, if the employee is unable to work due to injury or illness. These benefits are reduced by any amount received from PERS, STRS and Social Security. The plan also provides deposits to a retirement annuity. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificate.

Section 8. Employee Assistance Plan. The University shall continue to provide an employee assistance plan fully paid by the University and shall make it available to all employees and their household members.

ARTICLE XVIII

PART-TIME EMPLOYEES

Section 1. Benefits Eligibility.

A. Part-time employees may enroll in the following benefit plans:

1. Single and Family Health Care Coverage (HMO Plan only)
2. Medical Flexible Spending Account
3. Dependent Care Assistance Plan
4. Voluntary Group Life Insurance

B. Part-time employees who choose to enroll in these plans will pay the full cost for their participation.

Section 2. Employee Assistance Plan. The University shall provide an employee assistance plan fully paid by the University and shall make it available to all part-time employees and their household members.

Section 3. Definition of Part-time Employee for Benefits Eligibility. For purposes of this Article, a part-time employee is defined as an employee with an appointment of six months or longer in a permanent or funds available position who regularly works twenty (20) or more hours per week but less than forty (40) hours per week.

ARTICLE XIX

PAY DAYS, PAYCHECKS, AND PAYROLL PROCEDURES

Section 1. Pay Frequency. Employees on a nine-month academic year may elect to be paid in twenty-four (24) or eighteen (18) equal installments. Employees on a ten-month academic year may elect to be paid in twenty-four (24) or twenty (20) equal installments. Twelve (12) month employees are paid in twenty-four (24) equal installments. Paychecks shall be deposited directly into an employee's bank or credit union account. The University reserves the right to change the current payroll cycle to a bi-weekly process, and shall inform the Union, in writing, at least thirty (30) calendar days prior to such change.

Section 2. Voluntary 403(b) Plans. Employees may participate in a tax-sheltered annuity option plan by authorizing the University to make a payroll deduction from each participating employee's paycheck and to make the payment to the registered annuity carrier selected by the employee. Employees may select any of the registered qualified companies offering these plans and may change companies at their own discretion, subject to the rules and regulations of the carriers, the University and the Internal Revenue Code. The University will select and retain annuity carriers based on employee participation.

Section 3. Retirement Plan Participation. All employees of the University come under the provisions of the Public Employee Retirement System (PERS) or the State Teachers' Retirement System (STRS). The University and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by PERS or STRS. The University shall pick up the PERS or STRS contribution for each employee on a pre-tax basis. Eligible employees may elect an alternate retirement plan (ARP) in accordance with the Ohio Revised Code.

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

ARTICLE XX

HOLIDAY OBSERVANCE

Section 1. Holidays. Employees are entitled to ten (10) paid holidays. They are:

New Year's Day	Martin Luther King Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

The Administration may establish alternative days of observance for the following holidays:

Martin Luther King Day	Presidents' Day
Columbus Day	Veterans' Day

Section 2. Payment. Holiday pay is defined as straight time payment for a holiday whether worked or not. Holiday pay is included in calculations of active pay status. All full-time employees shall receive eight (8) hours of holiday pay for the holidays in Section 1 above. Pay shall be prorated for part-time employees. Part-time employees shall be paid for the number of hours they would normally be scheduled to work on the holiday.

Section 3. Employees who are required to report to work on holidays will be paid at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked in addition to the holiday pay.

ARTICLE XXI

VACATION LEAVE

Section 1. Vacation Leave. Full-time employees earn vacation leave at the rate of 1.83 days a month or a total of twenty-two (22) workdays per year, prorated for the nine month or ten month academic year. Employees appointed to a part-time position of one-half time or more will earn vacation leave on a prorated basis.

Full-time employees on a nine month or ten month academic year who are issued a supplemental summer contract are not required to use vacation during the summer semester.

Section 2. Scheduling.

the immediate family of the employee. For purposes of this Article, 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, stepparents, step children, legal guardian, or other person who stands in place of a parent.

A. Accrual. Sick leave will accumulate at the rate of 1.25 days (ten hours) for each month of service, without limit, and including periods of vacation and sick and other paid leave. Sick leave accumulation is pro-rated for nine and ten month academic year appointments. Employees on less than full-time status shall receive sick leave credits proportionate to the percent of time or hours worked as compared to full-time employees.

B. Notification and Certification. For planned absences, consistent with Section 1 of this Article, the employee must notify the appropriate supervisor

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

- I. Employees applying for time from the SLB must also apply for disability benefits, if eligible.

Section 3.

Section 3. Family and Medical Leave Act (FMLA). The University shall meet and comply with the requirements of the Family and Medical Leave Act of 1993 (“FMLA”) and regulations issued pertaining thereto. The University retains the right to implement regulations and/or technical corrections as necessary.

A. 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.

B. Definitions.

Eligible Employee: Employees who have been employed at the University for at least twelve (12) months, and who have worked for at least 1,250 hours in the previous twelve (12) months.

Child Care Leave: Leave of Absence necessitated by placement of a son or daughter with the Eligible Employee for adoption or foster care for a maximum of twelve (12) weeks. Leave must be taken within twelve (12) months of the event. Leave may be taken intermittently or on a reduced schedule with the permission of the University.

Family Medical Leave: Leave of absence necessitated by care of the Eligible Employee’s spouse, son, daughter, or parent with a serious health condition. Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons. A health care provider’s statement is required and must contain certification of the family member’s condition, the necessity of the intermittent or reduced schedule that the Eligible Employee is needed to care for the family member, and an estimate of the amount of Leave time needed.

Leave: A Child Care, Family Medical, Medical, or Parental/Child Care Leave of Absence provided by this Family and Medical Leave Policy which will be unpaid except to the extent accrued sick time and/or accrued vacation time must be used by the Eligible Employee in accordance with this policy.

Medical Leave: Leave of absence necessitated by a serious health condition that makes the Eligible Employee unable to perform the functions of the position. Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons. A health care provider’s statement is required and must contain certification of the employee’s condition, the necessity of the intermittent or reduced schedule, that the Eligible Employee is unable to perform the functions of his or her job, and an estimate of the amount of Leave time needed.

Parent: The biological parent of an employee or an individual who stood in place of a parent to an employee when the employee was a son or daughter.

Parental/Child Care Leave: The medically verified Leave of Absence needed for birth and for the care of the son or daughter immediately following birth for a maximum of twelve (12) weeks. Leave must be taken within twelve (12) months of the birth. Leave may be taken intermittently or on a reduced schedule with the permission of the University.

Serious Health Conditions: An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

Son or Daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in place of a parent, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

Spouse: A husband or wife under the law of the State of Ohio.

C. An Eligible Employee is entitled to:

1. Twelve (12) weeks of Leave in a 12-month period under certain circumstances. Except to the extent that accrued sick time and vacation time must be used as described herein or the employee elects to use compensatory time, the Leave is unpaid. During unpaid Leave, the University will not contribute to retirement plans. While full-time Eligible Employees are entitled to twelve (12) workweeks of Leave (60 working days), part-time Eligible Employees are entitled to a prorated number of days equal to their part-time schedule, e.g., an Eligible Employee who works three (3) days/week is entitled to thirty-six (36) Leave days. Unused Leave cannot be carried over from year to year.

The 12-month period of FMLA Leave is considered a “rolling year” in which the effective date of the Leave triggers the beginning of the 12-month period. For instance, if an Eligible Employee takes twelve (12) weeks of Leave beginning on March 1, more Leave would be available beginning the following March 1.

2. Take the Leave all at once or, if medically necessary, intermittently or on a reduced schedule. Leaves described below in Sections C.3.a and C.3.b shall not be taken by an Eligible Employee intermittently or on a reduced Leave schedule without the written consent of the Department Head or Dean, the Department of Human Resources Development and Labor Relations, and the appropriate Vice President or Provost.

3. Leave due to the following:

a. Birth of a son or daughter of the Eligible Employee and to care for the son or daughter (Parental/Child Care Leave). Leave must be taken within twelve (12) months of the birth. Medical documentation is required.

An Eligible Employee is required to use all accrued vacation time for all or any part of the 12-week period of such Leave. Accrued sick time may not be used.

For Leave due to the Medical condition of the mother, see Section C.3.d below (Medical Leave).

b. Placement of a son or daughter with an Eligible Employee for adoption or foster care (Child Care Leave). Leave must be taken within twelve (12) months of the placement. Legal documentation is required.

An Eligible Employee is required to use accrued vacation time for all or any part of the 12-week period of such Leave. Accrued sick time may not be used.

c. Care of an Eligible Employee's spouse, son, daughter, or parent with a serious health condition (Family Medical Leave). Leave may be taken intermittently or on a reduced schedule only if the schedule is needed for medical reasons.

A health care provider's statement is required and must contain certification of the employee's or the family member's condition, the necessity of the intermittent or reduced schedule (if applicable), that the Eligible Employee is needed to care for the family member, and an estimate of the amount of Leave time needed. If the University doubts the validity of the certification, it may require, at its own expense, the opinion of a second health care provider designated or approved by the University.

spouse is entitled to twelve (12) full workweeks of Leave for his or her own illness or to care for a sick child or spouse.

L. All terms which are not defined in this Secti

Development and Labor Relations. Except as otherwise specified in this Article, requests for non-emergency leave should be submitted at least one (1) month prior to the beginning of the leave date.

B. An unpaid leave of absence is not considered a break in seniority, and additional seniority shall continue to accrue. During an approved unpaid leave of absence, the employee will not accumulate vacation leave, sick leave, or holiday time. An employee may request an extension of any unpaid leave of absence in writing to her/his appropriate administrator.

C. The employee shall notify the University of her/his expected date of return from an unpaid leave of absence without pay. Upon completion of such leave, the employee is to be returned to the position formerly occupied, or to an equivalent position if the employee's former position no longer exists, at the same rate of pay including any increases that would have accrued if the employee had been on the job. If a layoff occurs during the period of leave, the employee on leave shall receive the same rights upon return to work as other employees under this Agreement.

D. The University will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement during an unpaid leave of absence such that said group coverages are continued through the end of the calendar month in which the employee last actually worked or was on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA for such period of time as the employee is eligible for COBRA coverage.

E. The University shall continue Basic Life Insurance coverage for an employee who becomes disabled according to the provisions of PERS, STRS, or Social Security for a period not to exceed three (3) years.

C. Across from elevators, second floor, University Center.

Section 2. The University shall send a duplicate copy of the posting to the Union President. All postings will be dated. The posting shall specify the position's title, the department or work unit where the position is assigned, the pay grade assigned, the salary range, the minimum qualifications for the position, and a brief description of the job duties. Employees may obtain a position description by calling the Department of Human Resources Development and Labor Relations.

Section 3. All application material timely filed will be reviewed by the University.

Section 4. Bargaining unit position vacancies and new positions shall be awarded on the basis of qualifications. "Qualified" shall be defined as meeting all the necessary qualifications for the position to perform the required work. In determining whether an applicant is qualified, the University shall give consideration to ability, aptitude, skill, experience, qualifications as stated on the position vacancy notice, and such other criteria as it usually considers in filling any vacancy. The determination of qualifications is the responsibility of the University.

Insofar as it is consistent with the process described in the University's Affirmative Action Policy, the following procedure shall be adhered to.

A. When a bargaining unit vacancy occurs or a new bargaining unit position is created, the affected department shall adhere to Search Committee guidelines as established in the University's Affirmative Action Policy. The make-up of the Search Committees is subject to approval by the Affirmative Action Office.

B. Bargaining unit employees shall be represented on Search Committees. Employees shall inform the department head of their interest in serving on a Search Committee. At least one (1) bargaining unit employee who is knowledgeable regarding the duties and responsibilities of the vacant position ("eligible bargaining unit employee") shall be appointed to the Search Committee. It is the intent of the parties that reasonable efforts be made not to appoint the same eligible bargaining unit member to successive Search Committees.

C. Subject to paragraph (D), below, the Search Committee shall receive and review all application materials that are submitted timely. The Search Committee, in consultation with the Affirmative Action Office, shall reach agreement on which candidates to interview and to recommend for final selection. The Search Committee's Chair shall assume responsibility for all reports and documentation. The Chair of the Search Committee shall forward the Committee's recommendation(s) to the appropriate administrator.

D. The University reserves the right to maintain within its HRD Planning Program a Standing Committee consisting of HRD Planning Managers who will assume some of the initial screening responsibilities of a Department Search Committee for a specified college or division. In such instances involving a bargaining unit vacancy, at least one (1) eligible bargaining unit employee as described in Section 4.B, above, and who is knowledgeable regarding the duties and responsibilities of the vacant position shall be part of the initial screening responsibilities. Any such actions by the Standing Committee shall meet University requirements as defined in the Affirmative Action Policy regarding the search process. The HRD Planning Manager and the eligible bargaining unit employee shall typically refer two (2) to five (5) final candidates to the hiring department.

E. If an employee applies for a posted position and is determined by the University search process to be the most qualified over an outside applicant(s) or relatively equal in qualifications to an outside

ARTICLE XXVII

LAYOFF, BUMPING, RECALL

Section 1. Layoff. When the University determines that a reduction in force becomes necessary due to lack

4. In a different classification in the same salary grade in a different department if the employee has worked in that classification at any time prior to the employee's assignment to his/her current position.

In the event that the employee's previous position(s) has experienced a title change since the employee held the position(s), the employee and at least one representative from the University and at least one representative from

If the employee chooses to accept the lower level position, the employee will be removed from the recall list.

3. Employees may choose to remain on the recall list rather than accept recall to a non-

- A. To fill a need caused by an employee being on sick or other approved leave of absence;
- B. To provide vacation relief scheduling; or
- C. To fill a need during the period pending the permanent filling of such vacancy.

Section 3. If the University temporarily transfers an employee to another job classification, the employee shall:

- A. Receive her/his regular salary if the salary grade for such other classification is the same as or lower than the employee's salary grade;
- B. Receive the employee's regular salary during the first seven (7) calendar days of the transfer to a position in a higher salary grade. Beginning with the eighth (8th) calendar day, the employee shall be paid in the higher salary grade at the rate which results in not less than a 5% increase in base pay but not less than the minimum of the higher salary range, whichever is greater.

Section 4. A temporary transfer shall not exceed six (6) months without the agreement of the affected employee. At the request of the employee, a representative of the Union may be present at the meeting in which an extension is discussed.

Section 5. The University's right to transfer shall not extend to transferring an employee into a vacancy which would otherwise be filled by bidding or recall from layoff.

ARTICLE XXIX

SUBCONTRACTING/CONTRACTING OUT

Section 1. It is not the intent of the University to contract out or subcontract bargaining unit work for reasons other than to create greater efficiencies or to improve operational effectiveness as provided for in Article V, Management Rights. Prior to a decision being made to subcontract/contract out work, the Union shall be given, upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit. The Union shall have a reasonable period of time, when possible, up to thirty (30) calendar days following the meeting, to provide alternatives to the University's intended action.

Section 2. When possible, the University shall give the Union a minimum of sixty (60) calendar days advance written notice of its intent to contract out work.

Section 3. In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to subcontract/contract out bargaining unit work.

Section 4. In the event of a dispute, relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article VIII.

Section 2. Employees shall be reimbursed for the use of thei

Section 3. No employee shall use the name, symbol, or address of Cleveland State University in any extramural employment agreement. University staff, facilities, equipment, and materials may be used for such purposes only with the express written consent of the University and according to explicit terms for reimbursement.

ARTICLE XXXV

SUMMER SCHOOL/INTERSESSION

Section 1. Summer and Intersession Assignments.

Section 4.

B. With ten (10) years of service, in the event of a qualifying employee's retirement or total

ARTICLE XL

RETIREMENT AND RESIGNATION

5.3716 retire to her/hources De

Section 1. Notice of Resignation. An employee planning to resign shall give written notice of intent to her/his immediate supervisor and to the appropriate administrator at least thirty (30) days before voluntary resignation. The employee may give fewer than thirty (30) days' notice with prior approval from her/his supervisor.

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

Section 3. Nominations/applications are submitted to the Department of Human Resources Development. Additional supporting materials and information may be requested.

If the Department of Human Resources Development concurs that Associate status be granted, it shall forward its recommendations to the President, who shall recommend to the Board of Trustees all nominees whom the President deems acceptable.

Section 4. Privileges. Associates of the University shall be issued a current identification card and shall be entitled to listings in the CSU Bulletin and telephone directory, mailings of appropriate materials, use of such University facilities as the gym and library, access to the University's Internet provider, and such other privileges as the President may designate.

ARTICLE XLII

DISTANCE EDUCATION

Section 1. Preamble. This Article relates to distance education, meaning a formal education process in which the instruction occurs when student and the employee(s) who teaches are not in the same place. Instruction may be synchronous or asynchronous. Distance education may employ audio, video, or computer technologies. The initiative for distance education courses/programs may come from either the employee(s) who teaches or the administration, but the actual development of such courses/programs will be mutually agreed between the employee(s) who teaches and the appropriate administrator(s).

Section 2. Control of the Curriculum.

A. The provisions of Article 32 shall apply to distance education.

B. Methods of instruction and course materials are under the control of the employee(s) assigned to develop and/or teach the distance education course. For team-taught or interdisciplinary courses, the employee(s) involved should share this responsibility.

C. Distance education courses (or modifications thereto) shall comply with all of the standard practices, procedures, and criteria which have been established for traditional courses including, but not limited to, employee involvement at the level of course development and approval, selection of a qualified employee(s) to teach the course, pedagogical determinations about appropriate class size, and oversight of all final course offerings by the appropriate education committee to ensure conformity with previously established traditions of course quality and relevance to programs.

Section 3. Intellectual Property.

A. If the University provides extraordinary assistance (including compensation as indicated below) in the creation of distance education courses, the materials created shall be considered University-supported work.

B. If the University-supported distance education materials are subsequently externally marketed, it is understood that the creator(s) and the University will share in any net revenue, based upon an agreed-upon revenue sharing arrangement, with no restrictions on the use of such revenue.

C. The University shall not use such University-supported distance education materials for non-commercial educational purposes without prior written consent of their creator(s).

D. Such University-supported distance education materials shall not be used in circumstances that compete with the University without the prior written consent of their creator(s) and the University.

Section 4. Workload and Compensation.

A. Class Size. Determination for class size for a distance education class should comply with the standard practices, procedures, and criteria of the University, including the level of support (*e.g.*, graduate assistants) that could be made available to employees engaged in distance education.

B. Preparation. Employees who agree to perform the initial development of a distance education course or who agree to revise extensively a course for distance education delivery shall be entitled to appropriate compensation, to be consistent with University policy and to be agreed upon in advance among the employee(s) and the appropriate administrator(s). Acceptance of compensation constitutes an understanding that at least three additional sections of the course will be offered in an appr

APPENDIX A

POSITION TITLE	GRADE	DEPARTMENT
Admissions Officer 1	03	Admissions Office19.67AdmiAdissions Officer 103

APPENDIX A

POSITION TITLE	GRADE	DEPARTMENT
Fiscal Officer, Capital Approp & Con	06	Capital Planning
Career Plng & Cpt Tech Coord	05	Career Services Center
Coordinator, Career Planning Services	05	Career Services Center
Coordinator, Career Services Program	05	Career Services Center
Administrative Assistant	03	Center for Environ Sci., Tech, Pol.
Administrative Coordinator	04	Center for Environ Sci., Tech, Pol.
Environmental Educator	04	Center for Environ Sci., Tech, Pol.
Research Assistant	04	Center for Environ Sci., Tech, Pol.
Research Technician	02	Center for Environ Sci., Tech, Pol.
Instructional Tech Spec	05T	Center for Teaching and Learning
On-line Course/Materials Designer	05T	Center for Teaching and Learning
Web Specialist	05T	Center for Teaching and Learning
Administrative Coordinator	04	Chemical Engineering
Administrative Coordinator	04	Chemistry Department
Laboratory Coordinator	03	Chemistry Department
Laboratory Manager	06	Chemistry Department
Laboratory Manager/Safety Officer	06	Chemistry Department
Research Technician	02	Chemistry Department
Program Administrator	04	CLASS Program
Administrative Assistant	03	College of Arts & Sciences, Dean
Administrative Coordinator	04	College of Arts & Sciences, Dean
Development & PR Officer	06	College of Arts & Sciences, Dean
Program Coordinator	06	College of Arts & Sciences, Dean
Scheduling Specialist	05	College of Arts & Sciences, Dean
Academic Advisor	05	College of Business Admn., Dean
Computer Technician	03T	College of Business Admn., Dean
Coordinator, International Trade Program	05	College of Business Admn., Dean
Coordinator, MBA Program	06	College of Business Admn., Dean
Development Officer	06	College of Business Admn., Dean
Graphic Design Specialist	04	College of Business Admn., Dean
Manager, Computing Services	06T	College of Business Admn., Dean
Program Administrator, MBA Program	06	College of Business Admn., Dean
Administrative Assistant	03	College of Education, Dean
Administrative Coordinator	04	College of Education, Dean
Assistant Director, GCEDC	07	College of Education, Dean
Budget Coordinator	05	College of Education, Dean
Coordinator, Computer Lab	04T	College of Education, Dean
Coordinator, Program & Budget	06	College of Education, Dean
Coordinator, Program & Professional Devel.	06	College of Education, Dean
Development Officer	06	College of Education, Dean
Education Technologist	05T	College of Education, Dean
Instructional Specialist	05	College of Education, Dean
Professional Dev Program Specialist	03	College of Education, Dean

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POSITION TITLE	GRADE	DEPARTMENT
Project Coordinator	05	College of Education, Dean
Registration Specialist	03	College of Education, Dean
Service Learning Coordinator	05	College of Education, Dean
Special Programs Coordinator	04	College of Education, Dean
Computer Systems Specialist	06T	College of Engineering, Dean
Development Officer	06	College of Engineering, Dean
Electronic Specialist	04T	College of Engineering, Dean
Engineering Technician	04	College of Engineering, Dean
Laboratory Maintenance Specialist	03T	College of Engineering, Dean
Manager, Engineering Student Program	06	College of Engineering, Dean
Model Maker	04	College of Engineering, Dean
Sr. Electronic Specialist	05T	College of Engineering, Dean
Administrative Coordinator	04	College of Graduate Studies, Dean
Graduate Student Services Specialist	04	College of Graduate Studies, Dean
Systems Administrator	6T	College of Graduate Studies, Dean
Administrative Assistant	03	College of Law
Administrative Coordinator	04	College of Law
Microcomputer/LAN Specialist	05T	College of Law
Network Administrator	06T	College of Law
Administrative Coordinator	04	College of Law, Dean
Assistant Director, Career Plan Law	06	College of Law, Dean
Assistant (Microcomputer) Specialist	05T	College of Engineering, Dean

POSITION TITLE

GRADE

APPENDIX A

POSITION TITLE	GRADE	DEPARTMENT
Supervisor, Printing & Duplicating	05	Duplicating Department
Academic Advisor	05	Education, Students' Service Center
Coordinator, Student Personnel Services	06	Education, Students' Service Center
Manager, Student Support Services	07	Education, Students' Service Center
Programmer Analyst 2	06T	Education, Students' Service Center
Student Personnel Specialist	05	Education, Students' Service Center
Administrative Coordinator	04	English Department
Coordinator, Creative Writing	06	English Department
Coordinator, Publications/Activities	04	English Department (Poetry Ctr.)
Program Coordinator	06	Field Services
Administrative Coordinator	04	Financial Aid Office
Coordinator, Center for Financial Aid Resrch	04	Financial Aid Office
Data Administrator	06T	Financial Aid Office
Financial Aid Administrator	05	Financial Aid Office
Information Service Coordinator	04	Financial Aid Office
Microcomputer/LAN Specialist	05	Financial Aid Office
Scholarship Coordinator	05	Financial Aid Office
Student Financial Aid Administrator	03	Financial Aid Office
Student Loan Officer	03	Financial Aid Office
Student Loan Officer 2	03	Financial Aid Office
Administrative Assistant	03	Food Services Department
Manager, Contract Administration	07	Food Services Department
Viking Card Manager	06	Food Services Department
Academic Coordinator, PT Clinic Educ.	07	Health Sciences
Administrative Assistant	03	Health Sciences
Coordinator, HCOP	05	Health Sciences
Fieldwork Coordinator	06	Health Sciences
Advanced Practice Nurse	06	Health Services
Nurse Practitioner	06	Health Services
Supervisor, Health Services Center	07	Health Services
Instr/Supv Specialist	06	Health, PE, Rec & Dance
Administrative Assistant	03	History Department
Administrative Coordinator	04	History Department
Coord, Teach America HGP	04	History Department
Administrative Coordinator	04	Industrial Technology Institute
Academic Consultant	04T	Information Services & Technol.
Administrator PS Security	05T	Information Services & Technol.
Business Analyst	07T	Information Services & Technol.
Computer Technician	03T	Information Services & Technol.
Database Administrator	08T	Information Services & Technol.
Desktop/Server Spec 1	04T	Information Services & Technol.
Desktop/Server Spec 2	05T	Information Services & Technol.
Desktop/Server Spec 3	06T	Information Services & Technol.

POSITION TITLE	GRADE	DEPARTMENT
Developer	06T	Information Services & Technol.
Enterprise Network Spec	06T	Information Services & Technol.
Functional Analyst	06T	Information Services & Technol.
Functional Business Analyst	07T	Information Services & Technol.
Help Desk Consultant	05T	Information Services & Technol.
Microcomputer/LAN Specialist	05T	Information Services & Technol.
Network Support Specialist	06T	Information Services & Technol.
Office Coordinator	05	Information Services & Technol.
Programmer Analyst 1	05T	Information Services & Technol.
Programmer Analyst 2	06T	Information Services & Technol.
Scheduler	04T	Information Services & Technol.
Security Administrator 2	07T	Information Services & Technol.
Software Systems Programmer	08T	Information Services & Technol.
Sr. Developer	07T	Information Services & Technol.
Sr. Microcomputer/LAN Specialist	06T	Information Services & Technol.
Sr. Network/Telecommunications Specialist	08T	Information Services & Technol.
Sr. Software Systems Programmer	09T	Information Services & Technol.
Sr. Systems Administrator	07T	Information Services & Technol.
Sr. Web Applications Dev	08T	Information Services & Technol.
Supervisor, Computer Operations	04T	Information Services & Technol.
Systems Administrator	06T	Information Services & Technol.
Systems Analyst 2	07T	Information Services & Technol.
Systems Analyst 3	08T	Information Services & Technol.
Systems Developer	06T	Information Services & Technol.
Systems Security Administrator	05T	Information Services & Technol.
Technical Trainer	05T	Information Services & Technol.
Technology Trainer	05T	Information Services & Technol.
Web Design Specialist	05T	Information Services & Technol.
Institutional Research Analyst	05	Institutional Research
Programmer Analyst 1	05	Institutional Research
Programmer Analyst 2	06T	Institutional Research
Research Analyst	05	Institutional Research
Assistant Engineer	04	Instructional Media Services
Distance Learning Media Systems Specialist	03	Instructional Media Services
Equipment Specialist	04	Instructional Media Services
Evening Supv, Equip Circulation	04	Instructional Media Services
Graphic Arts Specialist	04	Instructional Media Services
Head, Distance Learning & Repair Tech	05	Instructional Media Services
Manager, Instructional Media Services	07	Instructional Media Services
Media Systems Specialist	04	Instructional Media Services
Multimedia Production Specialist	04	Instructional Media Services
Office Coordinator	05	Instructional Media Services
Photographer	03	Instructional Media Services

APPENDIX A

POSITION TITLE
TV Specialist

GRADE
04

DEPARTMENT
TV Specialist

APPENDIX A

POSITION TITLE	GRADE	DEPARTMENT
Office Coordinator	05	Music Department
Student Recruiter	04	Music Department
Administrative Assistant	03	Nursing Department
Clinical Nursing Associate	06	Nursing Department
Coordinator, Nursing Outreach	05	Nursing Department
Recruiter/Advisor	05	Nursing Department
Energy Conservation Analyst	06	Plant Administration
Engineering Designer	04	Plant Administration
Administrative Assistant	03	Provost's Office
Administrative Coordinator	04	Provost's Office
Coord, Extended Campus Oper	04	Provost's Office
Coord, On-Site Programs	04	Provost's Office
Editorial Assistant	03	Provost's Office
Web Design Specialist	05T	Provost's Office
Administrative Coordinator	04	Psychology Department
Communications Account Rep	05	Public Relations/Publications
Coordinator, Special Events	06	Public Relations/Publications
Graphic Designer	05	Public Relations/Publications
Photographer	03	Public Relations/Publications
Sr. Communications Account Rep	06	Public Relations/Publications
Sr. Graphic Designer	06	Public Relations/Publications
Sr. Photographer	05	Public Relations/Publications
Supervisor, Production	04	Public Relations/Publications
Administrative Coordinator	04	Registrar's Office
Assistant Registrar	05	Registrar's Office
Assistant Registrar/Schedule Coordinator	05	Registrar's Office
Systems Coordinator	05T	Registrar's Office
Environmental Safety Specialist	03	Safety & Environmental Services
Assistant Field Coordinator	07	Social Work Department
Program Coordinator	06	Social Work Department
Research Assistant	04	Social Work Department
Project Coordinator	05	Sociology Department
Research Interviewer	02	Sociology Department
Administrative Assistant	03	Speech & Hearing Department
Administrative Coordinator	04	Speech & Hearing Department
Clinic Administrator	07	Speech & Hearing Department
Clinical Assistant	03	Speech & Hearing Department
Clinical Coordinator	07	Speech & Hearing Department
Clinical Coordinator, Off Campus Placement	07	Speech & Hearing Department
Clinical Coordinator, Speech & Hrg	07	Speech & Hearing Department
Clinical Supervisor	06	Speech & Hearing Department
Administrative Coordinator	04	Sponsored Programs & Research
Coordinator, Grant & Research	06	Sponsored Programs & Research

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POSITION TITLE	GRADE	DEPARTMENT
Director, Corporate/Foundation Grants Dev	08	Sponsored Programs & Research
Grants Budget Analyst	05	Sponsored Programs & Research
Grants Coordinator	03	Sponsored Programs & Research
GRC Information Specialist	04T	Sponsored Programs & Research
Sponsor Information Specialist	04	Sponsored Programs & Research
Coordinator, Sports Information	05	

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POSITION TITLE	GRADE	DEPARTMENT
Telecommunications Analyst	03T	Telecommunications Department
Telecommunications Specialist	04T	Telecommunications Department
Construction Coordinator	07	University Architect
Construction Engineer	07	University Architect
Designer	03	University Architect
Fiscal Officer	06	University Architect
Manager, Space & Inventory	05	University Architect
Staff Architect	08	University Architect
Administrative Assistant	03	University Relations & Development
Data Administrator	06T	University Relations & Development
Proposal Writer	05	University Relations & Development
Prospect Research Associate	05	University Relations & Development
Prospect Research Officer	05	University Relations & Development
Prospect Research Specialist	04	University Relations & Development
Systems Administrator	06T	University Relations & Development
Coordinator, Mentoring Program	05	University Studies, Dean
Coordinator, Tutorial Services/Data Collection	06	University Studies, Dean
Manager, Career Planning Services	06	University Studies, Dean
Administrative Assistant	03	Urban Research & Public Service Center
Assist Dir, CPM/GLEFC	04	Urban Research & Public Service Center
Communications Coordinator	05	Urban Research & Public Service Center

APPENDIX A

POSITION TITLE	GRADE	DEPARTMENT
College Registrar, Urban	04	Urban Studies
Graduate Program Coordinator	06	Urban Studies
Internship Coordinator	05	Urban Studies
Leadership Program Coordinator	03	Urban Studies
Office Coordinator	05	Urban Studies
Project Manager	06	Urban Studies
Research Assistant	04	Urban Studies
Research Associate	06	Urban Studies
Sr. Training Specialist	05	Urban Studies
Assistant Director, Residence Life	04	Viking Hall
Assistant Director, Residence Life (Oper)	04	Viking Hall
Manager, Business	06	Viking Hall
Administrative Coordinator	04	Womea-i7 Tc0 Tw(04)Tj7.377 0.(001 6iRtt,eess)

Employees may work from their homes on weekends or holidays, where possible, following the procedures above.

If a department head has reason to believe that the policy is being abused and has documented the abuse, then disciplinary action may be taken.

Compensatory Time vs. Vacation Leave:

Employees who have earned compensatory time should take such time off prior to using vacation leave. However, this does not apply when an employee's vacation balance is approaching his or her maximum annual vacation leave carry-over (240 hours). In this case, the employee would be allowed to use his or her vacation leave first in order to avoid being penalized by losing vacation leave.

Accrual and Usage:

- Compensatory time shall be accrued on an hour for hour basis in increments of .5 hours.
- Compensatory time may be accrued up to a maximum of 160 hours.
- No more than 40 hours of earned compensatory time may be accumulated in any pay period.
- All accrued and unused compensatory time must be used within the 12-month period following the week during which the overtime occurred or it will be forfeited.
- Compensatory time will not be prorated between departments in a joint staffing situation. The department that authorizes compensatory time will be solely responsible for the internal record keeping, the transmittal of information to HR, and the use of an employee's accrued time.

Promotion, Transfer, or Termination:

If an employee is promoted, transferred to another

APPENDIX B

be responsible for assuring that compensatory time balances do not become excessive.

1. Departments must document compensatory time approved, accrued, and used, consistent with the other provisions of this policy. Each department shall:
 - a. Maintain internal records that indicate exactly when and how an employee worked in a given workweek.
 - b. Maintain appropriate supporting documentation for each grant of compensatory time off made to any employee.
2. Departments must complete (both the employee and the department head) a Compensatory Time Request Form. A copy is attached as Appendix B-1 to this policy statement. Copies are also available by calling HR at 687-3636.

Departments should submit the Record of Compensatory Time Earned and Taken Form (see Appendix B-2) to HR at the end of each pay period.

Department of _____
Compensatory Time Request Form

To: _____
Supervisor (please print)

From: _____
Employee (please print)

Date: _____/_____/_____

<p>This is to request your authorization to work overtime:</p> <p>Date(s): _____</p> <p>Number of Hour(s): _____</p> <p>Reason: _____</p> <p>Signature: _____</p>	<p>This is to request your approval to use previously earned compensatory time:</p> <p>Date(s): _____</p> <p>Number of Hour(s): _____</p> <p>Signature: _____</p>
---	---

/_____
Approved

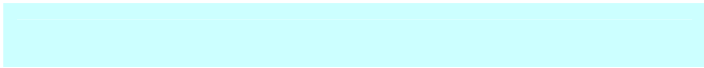
/_____
Denied

Supervisor's Signature

_____/_____/_____
Date

Directions:

- Secure signatures of both the employee and the authorizing agent.
- Retain original in departmental files, available for review.
- Provide employee with copy if requested.
- Forward copy to the Department of Human Resources Development and Labor Relations.



APPENDIX C

Professional Staff Employees covered by SEIU/District 1199

Grade	Minimum	Midpoint	Maximum
1	\$19,448.00	\$25,272.00	\$32,032.00

EXHIBIT D

**Salary Ranges for Cleveland State University
Professional Staff Employees covered by
SEIU/District 1199**

EXHIBIT E

**Salary Ranges for Cleveland State University
Professional Staff Employees covered by
SEIU/District 1199**

Grade	Minimum	Midpoint	Maximum
1	\$19,760.00 \$9.50	\$25,584.00 \$12.30	\$32,552.00 \$15.65
2	\$22,360.00 \$10.75	\$29,016.00 \$13.95	\$36,816.00 \$17.70
3	\$25,480.00 \$12.25	\$33,072.00 \$15.90	\$42,016.00 \$20.20
4	\$28,808.00 \$13.85	\$37,440.00 \$18.00	\$47,528.00 \$22.85
5	\$32,864.00 \$15.80	\$42,640.00 \$20.50	\$54,184.00 \$26.05
6	\$37,336.00 \$17.95	\$48,464.00 \$23.30	\$61,568.00 \$29.60
7	\$42,536.00 \$20.45	\$55,224.00 \$26.55	\$70,096.00 \$33.70
8	\$48,256.00 \$23.20	\$62,712.00 \$30.15	\$79,664.00 \$38.30
9	\$54,808.00 \$26.35	\$71,136.00 \$34.20	\$90,376.00 \$43.45

Effective July 1, 2004
Ranges above reflect annual (full time, 12 month rates)
and hourly rates.

EXHIBIT F

**Salary Ranges for Cleveland State University
Professional Staff Employees covered by
SEIU/District 1199
Technology Scale**

Grade	Minimum	Midpoint	Maximum
1	\$22,360.00 \$10.75	\$29,016.00 \$13.95	\$36,816.00 \$17.70
2	\$25,480.00 \$12.25	\$33,072.00 \$15.90	\$42,016.00 \$20.20
3	\$28,808.00 \$13.85	\$37,440.00 \$18.00	\$47,528.00 \$22.85
4	\$32,864.00 \$15.80	\$42,640.00 \$20.50	\$54,184.00 \$26.05
5	\$37,336.00 \$17.95	\$48,464.00 \$23.30	\$61,568.00 \$29.60
6	\$42,536.00 \$20.45	\$55,224.00 \$26.55	\$70,096.00 \$33.70
7	\$48,256.00 \$23.20	\$62,712.00 \$30.15	\$79,664.00 \$38.30
8	\$54,808.00 \$26.35	\$71,136.00 \$34.20	\$90,376.00 \$43.45
9	\$61,360.00 \$29.50	\$81,848.00 \$39.35	\$106,392.00 \$51.15

Effective July 1, 2004
Ranges above reflect annual (full time, 12 month rates)
and hourly rates.

EXHIBIT G

Technology Positions

Business Analyst	07T	Information Services & Technol
Business Analyst	08T	Information Services & Technol
Communicatn Facilities Speclst	07T	Telecommunications Department
Computer Systems Specialist	06T	College of Engineering, Dean
Computer Technician	03T	Main Library
Computer Technician	03T	College of Business Admn, Dean
Computer Technician	03T	Information Services & Technol
Computer/Multimedia Technician	03T	Main Library
Coord, Computer Lab	04T	Curriculum & Foundations
Coord, Lib Computer Lrng Cntr	05T	Main Library

EXHIBIT G

Network Administratr, Law	06T	College of Law
Network Support Specialist	06T	College of Urban Affairs, Dean
Online Crse/Mtls Designer	05T	Center for Teaching & Learning
Programmer Analyst 2	06T	Education Students Serv Ctr
Programmer Analyst 2	06T	Institutional Research
Security Administrator 2	07T	Information Services & Technol
Senior Developer	07T	Information Services & Technol
Software Systems Programmer	08T	Information Services & Technol
Software Systems Programmer	08T	Information Services & Technol
Software Systems Programmer	08T	Information Services & Technol
Software Systems Programmer	08T	Information Services & Technol
Sr Developer	07T	Information Services & Technol
Sr Developer	07T	Information Services & Technol
Sr Developer	07T	Information Services & Technol
Sr Developer	07T	Information Services & Technol
Sr Electronic Specialist	05T	College of Engineering, Dean
Sr Network/Telcmn Speclst	08T	Information Services & Technol
Sr Programmer/Analyst	07T	Urban Resrch & Public Serv Ctr
Sr Report Developer	06T	Strategic Planning Department
Sr Software Syst Prgmmr	09T	Information Services & Technol
Sr Systems Administrator	07T	Information Services & Technol
Sr Systems Administrator	07T	Information Services & Technol
Sr Web Applications Developer	08T	Information Services & Technol
Sr Web Applications Developer	08T	Information Services & Technol
System Security Administrator	05T	Information Services & Technol
Systems Administrator	06T	College of Graduate Stds, Dean
Systems Coordinator	05T	Admissions Office
Systems Coordinator	05T	Registrar's Office
Systems Manager	07T	College of Urban Affairs, Dean
Technical Trainer	05T	Information Services & Technol
Telecommunications Analyst	03T	Telecommunications Department
Telecommunications Speclst	04T	Telecommunications Department
Unix/Network Administratr	07T	Law Library
Web & Instructnal Tech Spclst	05T	College of Urban Affairs, Dean
Web Design Specialist	05T	Provost's Office
Web Specialist	05T	Center for Teaching & Learning

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

a) Procedure for Appointment to all Librarian Ranks

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

b) Procedure for Promotion to all Librarian Ranks

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

1) Membership:

- a) There shall be a separate PAC-P for each candidate applying for promotion.
- b) Each committee shall consist of three Librarians.
- c) Only Librarians shall serve on PAC-Ps.
- d) A majority of members of each PAC-P must be of the same or higher rank as the rank requested by the candidate.
- e) Each PAC-P shall include both administrative and bargaining unit Librarians.
- f) Law Library PAC-Ps shall be composed of a majority from the Law Library. University PAC-Ps shall be composed of a majority from the University Library.
- g) One member of each PAC-P shall be from the other library.
- h) The direct supervisors of the candidate for promotion shall not be eligible to serve on the PAC-P considering that candidate.
- i) The directors of the University and Law libraries are not eligible to serve on a PAC-P.

2) Election of PAC-Ps:

- a) PAC-Ps will be established only when there are candidates seeking promotion.
- b) The candidate's home library will elect all the PAC-P home library members.
- c) Once membership criteria for the non-home (visiting) library PAC-P member are established, the home library director will request from the visiting library director that a conforming librarian be elected. If there is only one conforming librarian this librarian will be appointed to serve.

EXHIBIT H

- d) The PAC-P members will be elected from among the eligible librarians who have stated their willingness to serve.
 - e) In the event of conflict of interest or schedule conflicts due to vacation or sick leave, an alternate shall be elected.
 - f) Upon election of the PAC-P, it will elect a chair and receive the promotion dossier with supporting materials from the library director.
 - g) In the event that there are no eligible candidates from the visiting library who are able to serve, the balance of the PAC-P members shall be elected from the home library.
- 3) Recommendations:
- a) The PAC-P will receive the candidate's promotion dossier with supporting material from their library director after the election of the PAC-P. Each candidate's dossier will include: resume, self-evaluation, and administrative evaluations. Letters of reference are optional. Other supporting documentation may be included.
 - b) The PAC-P shall review the candidate's promotion dossier and supporting material and make a decision by majority vote to recommend promotion or not. The PAC-P may request additional letters of reference or supporting documentation. The PAC-P's recommendation with rationale will be forwarded to the candidate's library director for evaluation. A minority opinion with rationale may also be provided.
 - c) The director of the University Library will forward the promotion dossier with supporting materials, the PAC-P's recommendation and rationale, and his/her recommendation and rationale to the provost.
 - d) The director of the Law Library will forward the promotion dossier with supporting materials, the PAC-P's recommendation and rationale, and his/her recommendation and rationale to the dean of the Law School who will then forward it to the Provost with his/her recommendation and rationale.
 - e) The Provost will approve or deny promotion for each candidate after reviewing all the material provided. In the case of a decision resulting in no promotion, the provost shall provide in writing a rationale for this denial to the library directors and the Law School Dean.
 - f) Copies of the recommendations with rationales will be supplied to the candidate at every step of the procedure.

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

4) Timeline:

By October 1: Notification by candidates of their applications for promotions to their library director. A promotion dossier with supporting materials must accompany notification.

ber 8: Election of PAC-Ps.

ber 15: Election of PAC-P chairs by PAC-P members.

ber 16: Library Directors submit promotion dossier with supporting material to PAC-P chairs.

c) Qualifications for Librarian Ranks

EXAMPLES OF SCHOLARLY, PROFESSIONAL, AND SERVICE ACTIVITIES

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

Scholarly Activities:

Academic Coursework and Degrees:

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

Awards:

- Unsolicited letters of commendation

Publications:

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

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

- Poster session
- Panel membership

Professional Activities at Local, Regional, & National Levels:

SIDE LETTER

TO: Supervisor
FROM: Vice President for Administration
SUBJECT: Monthly District 1199 Executive Board Meetings
DATE:

Pursuant to Article VII of the Agreement between the University and District 1199, members of the Union's Executive Board will be attending monthly meetings that may be scheduled during working hours. Every effort should be made to accommodate and rearrange the work schedules of such employees so that they will be able to attend such meetings.

Thank you.

cc: Union President

SIDE LETTER OF AGREEMENT
SEARCH COMMITTEES – HRD PLANNING PROGRAM
JULY 1, 2001

SIDE LETTER OF AGREEMENT

During the 2003 collective bargaining negotiations, Cleveland State University and SEIU, District 1199 addressed the effect on bargaining unit jobs when other jobs remain vacant, are eliminated or frozen, etc. The parties agreed that the proper use of compensatory time is one such device appropriate for dealing with these workload issues. Therefore, the parties pledge to educate bargaining unit employees and supervisors alike regarding the entitlements, rights and obligations

SIDE LETTER OF AGREEMENT

During Interest-Based Bargaining Negotiations in 2003, the University and the Union examined the issue of what kind of preference should be given to District 1199 bargaining unit employees during the job search process. The parties agreed to the following:

- The University Administration will educate Search Committee members regarding District 1199 bargaining unit preference in hiring.

- The Department of Human Resources Development and Labor Relations will supply all Search Committees with a seniority list for District 1199 internal qualified candidates.

SIDE LETTER OF AGREEMENT

Benefits for Domestic Partners and Their Dependents

Same sex domestic partners of bargaining unit members who complete an “Affidavit of Domestic Partnership” may participate in the following benefit plans/policies:

- Family and Medical Leave Act (FMLA)

Professional Staff members who are eligible for FMLA leave may apply for FMLA (and Extended Leave beyond FMLA) for s

SIDE LETTER OF AGREEMENT

Security and Security Cameras

The primary purpose of security is to protect the lives and property of all faculty, staff, students, and visitors on the Cleveland State University campus. To achieve that purpose, the University may install security cameras. Security cameras may incidentally record employee misconduct that the University may use in disciplinary procedures.

The University does not intend to place security cameras in private offices or work cubicles for the purpose of monitoring employee work activity. However, the University also reserves the right to monitor employees whom the University has reasonable cause to suspect of being engaged in misconduct. The University will inform the District 1199 Administrative Organizer, on a case-by-case basis, of its intent to use cameras to monitor individuals suspected of being engaged in such misconduct.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of January, 2004.

CLEVELAND STATE UNIVERSITY

SERVICE EMPLOYEES
INTERNATIONAL UNION,
DISTRICT 1199, AFL-CIO,
CLEVELAND STATE CHAPTER

By: _____
Timothy J. Cosgrove
Chairman, Board of Trustees

By: _____
Dave Regan
District 1199 President

By: _____
Michael Schwartz
President

By: _____

By: _____
Sonali B. Wilson
Secretary to the Board of Trustees

By: _____

By: _____
Joseph S. Nolan
Vice President

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____
Peggy Torzewski
Administrative Organizer

Note: Signatures on file