

**THE UNIVERSITY OF AKRON**

**and**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL 4302**

**COLLECTIVE BARGAINING AGREEMENT**

**Staff Bargaining Unit**

Contract #1: Effective May 1, 2016 through April 30, 2019

Contract #2: Effective May 1, 2019 through April 30, 2020

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 Union Recognition.....	1
ARTICLE 2 Dues Check Off.....	2
ARTICLE 3 Management Rights.....	5
ARTICLE 4 Representation of Employees .....	6
ARTICLE 5 Union Meetings .....	9
ARTICLE 6 Union-Management Cooperation .....	10
ARTICLE 7 Seniority.....	11
ARTICLE 8 Layoff and Recall .....	12
ARTICLE 9 Corrective Action.....	16
ARTICLE 10 Grievance Procedure .....	18
ARTICLE 11 Holidays .....	23
ARTICLE 12 Bereavement Leave .....	24
ARTICLE 13 Leaves of Absence .....	25
ARTICLE 14 Sick Leave .....	31
ARTICLE 15 Vacation Leave .....	33
ARTICLE 16 Active Pay Status.....	36
ARTICLE 17 Bargaining Unit Vacancies .....	36
ARTICLE 18 Reassignments .....	39
ARTICLE 19 Hours of Work and Overtime.....	40
ARTICLE 20 Breaks.....	44
ARTICLE 21 Contracting.....	44
ARTICLE 22 Emergency Shut Down .....	45
ARTICLE 23 Safety.....	46

ARTICLE 24	Pay Day .....	46
ARTICLE 25	Miscellaneous .....	47
ARTICLE 26	No Strikes or Lockouts .....	48
ARTICLE 27	Work Rules .....	50
ARTICLE 28	Performance Evaluations .....	50
ARTICLE 29	Personnel Records .....	50
ARTICLE 30	Position Audit .....	51
ARTICLE 31	Parking.....	53
ARTICLE 32	Reduction of Fees.....	53
ARTICLE 33	Wages.....	53
ARTICLE 34	Insurance .....	54
ARTICLE 35	Duration .....	54

Appendix A – Classification Series

## **ARTICLE 1**

### **UNION RECOGNITION**

Section 1. The University of Akron (University) recognizes Communications Workers of America (CWA) as the sole and exclusive bargaining agent for the bargaining unit certified by the State Employment Relations Board (“SERB”) on March 14, 2013 in Case No. 2012-REP-10-0115.

Section 2. In the event the University changes the title or content of a job classification currently certified as being within the bargaining unit or creates a new job that would reasonably fit in the bargaining unit, the University will meet upon request by the Union following any such change or new job to discuss the inclusion of such job in the bargaining unit. If the parties fail to agree, either may resort to the unit clarification procedures of SERB. The foregoing procedure shall also apply to classifications created as a result of job audits.

Section 3. Full-time temporary employees hired by the University to perform work within the job classifications covered by this Agreement shall become subject to the provisions of this Agreement (including Article 2, Dues Checkoff) on their one hundred twenty-first (121<sup>st</sup>) day of employment, provided: (a) their employment may be terminated at the discretion of the University, not subject to Article 10, Grievance Procedure; and (b) benefits shall be provided to such employees on the same basis as provided by the University to other temporary employees. This section shall not apply to contract employees. The maximum duration for any full-time temporary employee shall be twelve (12) months with the exception of any full-time temporary employee who is filling a position of an employee who is on an approved leave of absence.

Section 4. One (1) representative of the Union will have an opportunity to meet with each newly-hired employee during the last week of his or her probationary period for the purpose of furnishing information about the Union. The meeting will be limited to a maximum of sixty (60) minutes and will be paid as time worked.

## **ARTICLE 2**

### **DUES CHECK OFF**

Section 1. The University will deduct regular monthly dues in the amount certified in writing to the University by the Secretary-Treasurer of CWA from the pay of any member who timely executes the Union's authorization form. The Union shall provide an up-to-date copy of the Union's dues deduction authorization form to the Associate Vice President for Talent Development and Human Resources or a designated Human Resources Representative upon the University's request and after any changes are made to the form.

Section 2. Payroll deductions shall be made two (2) pay periods per month during which an employee is in active pay status. In order to commence check-off, the authorization card must be submitted to the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative by the tenth (10<sup>th</sup>) work day prior to the pay day.

Section 3. Members who complete dues deduction authorization cards will have their dues deduction continued for the term of this Agreement subject to their right to request cancellation of dues deduction during the ten (10) work day period immediately preceding any anniversary date of this Agreement. In order to exercise this check-off

cancellation right, a member must notify the University and the Union by certified letter during the ten (10) day period.

Section 4. The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability or costs that shall arise out of, or relate to, any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

Section 5. Within sixty (60) days following the effective date of this Agreement, the University will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list will be updated quarterly upon request from the Union.

Section 6. Effective one hundred twenty (120) days following the beginning of employment, employees in the bargaining unit who are not members in good standing of the Union shall pay to the Union a fair share fee. This does not require any employee to become a member of the Union nor shall the fair share fee exceed dues paid by members of the Union who are members of the bargaining unit. The calculation and administration of CWA's fair share fee shall comply with all constitutional requirements as defined by the federal courts. In order to permit the University a reasonable opportunity to verify CWA's compliance with constitutional requirements, CWA will annually provide the University with the same package of materials which CWA intends to supply to the University's fair share fee payers. Such materials shall be provided to the University no less than thirty (30) days before each annual change in the reduction percentage is scheduled to take effect. If CWA fails to timely provide such materials or if the University obtains a written opinion from the Attorney General of Ohio or special

counsel appointed by the Attorney General that CWA's materials do not comply with constitutional standards, the University may place all fair share fees in a suspense account. If the parties are unable to reach a consensual resolution concerning the alleged defects, CWA may invoke arbitration to resolve the dispute as to whether the fair share fees should be released to the Union. The deduction of a fair share fee from the payroll checks of employees and its payment to the Union is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by the ORC 4117.09(c). No employee shall be required to become a member of the Union as a condition for securing or retaining employment.

Section 7. The University agrees to make every effort to forward checked-off dues to the Union within two (2) weeks following the second (2<sup>nd</sup>) pay day of each month. All remittances shall be mailed by the University to: the Union, 501 3rd Street, N.W., Washington, D.C. 20001-2797 or electronically deposited in the Union's account.

Section 8. Any member of the bargaining unit who has elected to become a member of the Union as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain a member in good standing, subject to the right of each member to revoke their membership at the same time as specified in Section 3 for revocation of dues check-off.

Section 9. In addition to dues, the University shall check off payments to COPE for any employee who presents a valid written authorization.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

Section 1. The University retains the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the University, in its sole and exclusive discretion and judgment, to:

- A. Utilize personnel, methods, and means in the manner deemed most appropriate and efficient;
- B. Hire and determine the size of its work force, including the number assigned to any work operation or job classification;
- C. Classify, promote, transfer, assign or retain employees;
- D. Establish or modify operational policies and procedures;
- E. Suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause;
- F. Determine work schedules and overtime and lay off employees in the event of lack of work or lack of funds or when the continuation of such work is unnecessary;
- G. Determine the mission of the University and efficiently fulfill that mission including the transfer or alteration of any services or operations;
- H. Determine all methods, procedures and operations to be utilized and to continue, discontinue, or modify any existing or future practices or procedures;

- I. Re-organize, relocate, or discontinue any operations, equipment, or facilities, in whole or in part; and
- J. Establish and enforce consistent standards for services and criteria for evaluating work performance, with prior notice of changes in criteria being provided to employees.

Section 2. Any of the rights, powers and authority previously exercised by the University are retained except as specifically restricted by specific provisions of this Agreement; provided, however, that management's rights shall not be exercised in a manner that violates any express provision of this Agreement. Nothing herein shall be construed as a waiver of the Union's right to utilize the grievance procedure for any violation of any such provision of this Agreement.

Section 3. To the extent that the University's exercise of its management rights affects an employee's terms or conditions of employment to a meaningful degree, the University normally shall provide the employee reasonable notice and an explanation of the change before the change becomes effective. This section, however, does not limit or prohibit the University's exercise of its management rights affecting employees' terms or conditions of employment without notice or an explanation.

## **ARTICLE 4**

### **REPRESENTATION OF EMPLOYEES**

Section 1. The Union shall designate a Chief Steward and up to ten (10) designated Union representatives (which shall include stewards). The assignment of designated Union representatives shall be coordinated so as to secure adequate coverage of all employee groups while minimizing loss of production time. The University will be kept

informed of the identity and assignment of designated Union representatives. If an area designated Union representative is relieved by the Union of the assignment or ceases to be employed in the assigned area, the Union will appoint a replacement. The relieved or re-assigned person shall no longer function as a designated Union representative. The Union agrees that it will provide the University with a current letter identifying by name the Chief Steward and the ten (10) designated Union representatives. The letter will also describe each designated Union representative's area of representation. The letter will also provide the names of the Union's officers and which officer or designated representative will be present at the various steps of the grievance procedure meetings outlined in Article 10, Grievance Procedure hereof. The Union agrees that, except in cases of exceptional or unusual circumstances, the Union representative or officer present at the said grievance meetings shall be as described in the said letter. The Union agrees to immediately provide the University with a revised letter advising of any changes to individuals previously identified as representatives or officers.

Section 2. Upon the representation of the Union that its education department conducts designated Union representative training, the University agrees that each designated Union representative will be granted three (3) days off with eight (8) hours straight time pay during each year of this Agreement to attend such a training program. Cumulatively, there shall be no more than thirty-three (33) days taken for such purpose during any twelve (12) month period. In order to receive pay for attending designated Union representative training, each designated Union representative must present a written certification from CWA which describes the training attended and the dates or times of the designated Union representative's attendance.

Section 3. A Union representative, designated by the Union to attend, without pay, to Union business (other than with respect to The University of Akron), may request his/her supervisor to be excused from work. Such an occurrence cannot exceed eight (8) hours in any one (1) work day. Any portion of a work day taken for such purposes shall be considered one occurrence. Such leave shall not be granted unless the designated Union representative has given his/her supervisor at least five (5) working days advance notice in writing of the occurrence. A supervisor will approve such timely request if the supervisor determines that the leave will not interfere with the normal operation of the department. Once the request is given, it may only be revoked in the case of emergencies.

Section 4. A designated Union representative may represent a bargaining unit member in disciplinary and grievance meetings with University representatives. The term “disciplinary” meetings refer to investigatory interviews with any supervisor that may foreseeably result in the University taking disciplinary action. It does not include routine supervisory encounters, including job evaluations. Except when attending meetings as expressly permitted in Articles 10, Grievance Procedure, and 9, Corrective Action, designated Union representatives shall perform their Union functions totally outside of working time and shall not interfere with other employees who are performing their work. No work time shall be used for Union business except for attendance at the joint conferences provided in Articles 10, Grievance Procedure, and 9, Corrective Action. No more than one (1) designated Union representative shall be paid for attendance at such joint conferences. Unless the designated Union representative received inadequate advance notice of a joint conference, each designated Union representative shall notify

their supervisor of the need to be absent no later than one (1) hour after the designated Union representative's shift begins on the day in question. The Chief Steward may request approval from the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative for the purpose of discussing solutions to problems of mutual interest. Such approved work time will be with pay, but shall be limited to a maximum of four (4) hours in any calendar month. The four (4) hour time limit in any month may be extended by mutual agreement between the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and a Union officer to accommodate an unusual situation.

Section 5. Bargaining unit members shall be granted an unpaid leave of absence to attend Union conventions or similar functions. No more than two (2) persons shall be on such leave at any one time and no such leave shall exceed five (5) days per person.

## **ARTICLE 5**

### **UNION MEETINGS**

Section 1. Subject to availability and appropriate usage, the University shall make a good faith effort to make a room available free of charge for monthly membership meetings of the bargaining unit. It shall be the responsibility of the Union to contact the appropriate office and arrange for scheduling of rooms. Such meetings shall be strictly restricted to bargaining unit personnel (including speakers and CWA representatives) and business. It is understood that social functions, organizing efforts, and other activities outside the scope of bargaining unit business are not encompassed by this use of facilities section.

Section 2. During the term of this Agreement, the University will continue to allow the full-time use of Room 101C in the Administrative Services Building for Union officers and designated Union representatives.

## **ARTICLE 6**

### **UNION-MANAGEMENT COOPERATION**

Section 1. The Union and the University agree that in the interest of efficient management and positive employee relations, it is desirable that periodic meetings be held between representatives of the employees and management. Such meetings are to be referred to as "Union-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations made to the University, the Union, or both parties. Such meetings shall be exclusive of the grievance procedure provided for by Article 10, Grievance Procedure. Grievances shall not be considered at such meetings, nor shall proposals to alter the terms of this Agreement be advanced or considered except by mutual agreement.

Section 2. At least ten (10) days prior to each meeting, the University and the Union will identify the subjects proposed to be discussed at the forthcoming meeting. Notice will also be given as to the names of those planning to attend, not to exceed five (5) members for the Union and five (5) for the University. The Union President will notify the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative of the names of Union Representatives.

Section 3. The time, date, and place of the meeting shall be mutually agreed upon by the parties. The meetings shall be scheduled during working hours. Bargaining unit

members, up to a maximum of three (3), will be paid up to two (2) hours each per meeting. Meetings will normally be held every other month, unless otherwise mutually agreed. The Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and the President of the Union shall serve as co-chair of the Union-Management Conferences.

Section 4. The University and the Union shall endeavor to carry out mutual agreements arising out of the Union-Management Conferences within a reasonable period of time.

## **ARTICLE 7**

### **SENIORITY**

Section 1. Seniority shall be based upon the employee's continuous service with the University from the employee's last date of hire.

Section 2. All bargaining unit members shall be considered probationary employees for the first one hundred twenty (120) calendar days of employment. Probationary employees shall not be covered by this Agreement and have no recourse to the grievance procedure. Their continued employment is within the discretion of the University. Upon successful completion of the probationary period, a bargaining unit member's seniority shall be retroactive to his date of hire.

Section 3. A bargaining unit member's seniority and employment shall terminate if a bargaining unit member:

1. quits or resigns (a failure to report off for three (3) or more consecutive workdays will be considered a voluntary quit);
2. is discharged for cause;

3. is laid off or otherwise fails to perform any bargaining unit work for a period of twelve (12) or more consecutive months; provided, however, that if the absence is for occupational injury this period shall be extended to twenty-four (24) months; or
4. fails to report to work as scheduled after leave of absence or layoff (unless there is a good and sufficient reason beyond the control of the employee).

Section 4. The University will furnish seniority lists when a bargaining unit member is scheduled to be laid off, and upon written request, will provide applicable length of service data to any steward or employee.

Section 5. If two (2) employees have the same seniority date, their seniority ranking shall be determined alphabetically. If two (2) or more employees have the same last name and the same seniority date, then seniority ranking shall be determined alphabetically by the employee's first name.

## **ARTICLE 8**

### **LAYOFF AND RECALL**

Section 1. Whenever the University determines that layoffs are necessary due to lack of work, lack of funds, abolishment of positions, or for other business reasons, such layoffs shall be done in the following manner:

- A. The University shall determine the classification(s) within the reporting unit to be reduced as well as the number of affected employees.
- B. The University shall notify the Local Union President at least thirty (30) days before any layoff, other than temporary layoffs as identified in Section 1(E),

goes into effect. The University and the Union shall meet during this thirty (30) day period to discuss possible alternatives to a layoff.

- C. Layoffs shall be in reverse order of seniority.
- D. Temporary and part-time employees in the affected classification within a reporting unit shall be laid off in inverse order of seniority prior to the full-time bargaining unit employees in the same affected classification and reporting unit.
- E. The University will provide written notice to the Union and the affected employee(s) at least fourteen (14) calendar days in advance of the effective layoff date; provided, however, such notice shall not be required with respect to temporary layoffs or lack of work occasioned by breakdown of machinery, floods, fires, utility failures, Acts of God, or other similar causes beyond the University's control.

Section 2. When the University determines the need to layoff employees, unaffected employees in the affected classification within the reporting unit may volunteer, in writing, to be laid off. To be effective, the volunteer's layoff request must be received by the Associate Vice President for Talent Development and Human Resources no later than five (5) days after the meeting between the University and the Union referred to in Section 1(B). Any employee voluntarily laid off shall have the normal recall rights as set forth in Section 4 below. The University shall report the names of laid off employees to the appropriate State department and shall not contest those employees' eligibility for unemployment compensation benefits.

Section 3. When a bargaining unit member is subject to layoff, the University will exercise the layoff by:

- A. Placing the employee into an existing vacant position that the University intends to fill in the same bargaining unit classification and employment status (such as full-time or part-time), provided the employee meets the minimum qualifications to perform the job.
- B. If no vacancy exists as described in Section 3(A), the affected employee may displace (bump) the bargaining unit employee with the least seniority in their classification in another reporting unit. Any displaced bargaining unit member in the classification may then bump the least senior bargaining unit member in their classification series (Appendix A), shall be assigned to the displaced employee's classification and pay grade and shall receive a four percent (4%) loss of pay per pay grade reduction as a result. No employee outside the bargaining unit shall be permitted to displace any bargaining unit employee by the application of the University's lay off rules.
- C. Should there be no one of lower seniority in his/her bargaining unit classification series (Appendix A), the affected employee may displace the least senior employee in a bargaining unit classification that the affected employee held within the past three (3) years, provided they meet the minimum qualifications to perform the job. For purposes of this Section 3(B) and (C), a full-time employee may only displace a full-time employee and a part-time employee may only displace a part-time employee. Also, no

employee shall displace a bargaining unit employee with more seniority or in a higher pay grade.

- D. An employee who elects not to bump shall not lose their right of recall to the employee's bargaining unit classification, but shall lose their bumping rights for the duration of the layoff.

Section 4. For a period of twelve (12) months from the effective date of layoff, an employee who has been laid-off will retain recall rights to his/her original bargaining unit classification and his/her full-time or part-time status previously held.

- A. Employees will be recalled based on job classification by seniority.
- B. Although recalls are based on available work within an employee's job classification, if a vacancy exists after all laid-off employees within a classification have been offered recall, the University shall offer the vacancy to the most senior laid-off employee who is fully-qualified to perform the available work in such employee's classification series. If an employee is recalled to a classification with a lower pay grade, their pay shall be adjusted in accordance with Section 3(B) above. Any employee recalled to a different classification retains recall rights to any vacancy in their regular classification.
- C. No employee shall be recalled to a classification with a higher pay grade.
- D. The University shall provide continuation of fee remission, as currently afforded to bargaining unit employees, to laid-off bargaining unit members for the duration of their recall period.
- E. When an employee is to be recalled from layoff, the University shall notify the employee by telephone, confirmed by certification of mailing, with a copy to

the Chief Steward. Notice shall, if possible, not be less than five (5) work days prior to the reporting time. In order to be eligible for recall, any employee who is laid off must keep the University currently advised, in writing, of their current whereabouts, address and telephone number, and any temporary changes thereof. The employee shall, within twenty-four (24) hours after receiving notice of recall, notify the University if, for any reason, the employee cannot report for work at the specified time. In the event an employee is unable to return to work, due to illness or physical injury certified by a physician, the employee shall not lose their right to subsequent recall but the University may pass them over in order to fill an available position.

## **ARTICLE 9**

### **CORRECTIVE ACTION**

Section 1. No bargaining unit member shall be disciplined or discharged except for just cause, including any violation of University work rules.

Section 2. When it is necessary to discipline or discharge a bargaining unit member, such action will be taken within forty (40) calendar days following the University's discovery of the infraction or misconduct. In cases of absenteeism and tardiness, the forty (40) days shall commence when the employee turns in the time card which evidences the infraction.

Section 3. An employee shall not be discharged or given a disciplinary suspension without first being given an opportunity to attend a conference where the employee may give their version of the events at issue. Where the information will be pertinent, the employee may request the presence of another employee to corroborate the events at

issue. The employee being disciplined may have a Union representative present. Such a pre-suspension conference shall not be required relative to serious offenses requiring immediate action. The Union shall also be sent notice of this conference. The University shall make every good faith effort to have the originating supervisor present at the suspension or discharge meeting. If the employee is to be suspended or terminated immediately, the Union will be notified and given an opportunity to consult with the employee before the employee is sent home. Write-ups of oral and written warnings shall be hand delivered to the affected employee.

Section 4. The University shall utilize the principle of progressive discipline in an effort to correct minor offenses.

Section 5. If the University's disciplinary action is based in whole or in part on portions of the bargaining unit member's record, such portions of the bargaining unit member's record and other documentary evidence will be made available for inspection by a designated Union representative during normal working hours and within one (1) working day after receipt of a written request.

Section 6. Copies of all written notices of disciplinary action will be given to the bargaining unit member and a copy will be given to the Chief Steward.

Section 7. It is understood that a supervisor's directions are to be followed. An employee may grieve any directive they deem to violate this agreement. However, pending final resolution of such grievance, all affected bargaining unit members shall comply with the directive. Any failure to do so shall constitute serious misconduct subject to discipline, up to and including discharge.

Section 8. In disciplining an employee, the University shall not rely upon instances of absenteeism or sub-standard work performance which are more than twenty-four (24) months old or instances of tardiness or minor infractions which are more than twelve (12) months old.

Section 9. At the conference provided for in Section 3, the University will produce upon request all documentary evidence it intends to rely upon.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

Section 1. Any bargaining unit member may bring a grievance. The term "grievance" means any alleged failure of the University to comply with the terms of this Agreement, including any disciplining of an employee for other than just cause or violation of applicable portions of ORC Chapter 124.

Section 2. Any grievance not filed or advanced within the time limits set forth herein shall be deemed waived and neither the Union or the University shall have any obligation to process it further. Any refusal of the University to meet or failure to answer a grievance within the established time limits shall result in the grievance being automatically advanced to the next step. Specified time limits shall be strictly observed and may only be extended by mutual written agreement. However, if a grievant or University representative is on approved vacation or other absence on the date they are required to take some action or attend a meeting, the date for the action shall be extended to five (5) work days following their return.

Section 3. Most grievances arise from misunderstanding which should be promptly resolvable on an informal basis. Hence, before commencing the formal grievance

procedure, the bargaining unit member must bring the matter to the attention of his or her supervisor within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the time that the employee, with reasonable diligence, should have known of the occurrence giving rise to the grievance. The supervisor will give a verbal answer within ten (10) working days. The employee may be accompanied by a designated Union representative if they choose. Based upon first-hand knowledge that an attempt was made to resolve the misunderstanding, the designated Union representative may initiate the formal grievance procedure.

Section 4. Any grievance which cannot be informally resolved shall be processed only in the following manner:

**A. STEP ONE**

1. A bargaining unit member who believes they have a grievance will reduce their grievance to writing by completing in full the grievance form and presenting such grievance to their supervisor and to the Associate Vice President for Talent Development and Human Resources or a designated Human Resources Representative within ten (10) working days after the supervisor's answer in the informal process. The written grievance shall state the specific Article(s) and Section(s) of this Agreement or State law alleged to have been violated, a statement of the relevant facts, and the specific relief requested. Any supervisor or other administrator designated to hear first level grievances will hold a meeting with the grievant and a designated Union representative within ten (10) working days following submission of the grievance. The grievant shall be given written or e-mail notification of the time and date of the meeting at least one (1) day in advance thereof.

2. Within ten (10) working days after the first step meeting, the supervisor will answer the grievance and return it in writing or by e-mail to the bargaining unit member and the designated Union representative.

3. If the bargaining unit member is not satisfied with the answer, they may appeal said answer by returning the completed grievance form within ten (10) working days of receipt of the answer to the departmental representative and to the Associate Vice President for Talent Development and Human Resources or a designated Human Resources Representative. The grievance shall then proceed to Step Two.

## **B. STEP TWO**

1. The Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and/or other designated administrator, will hold a Step Two meeting within ten (10) working days of receipt of the bargaining unit member's notice of appeal. The grievant shall be given written or e-mail notification of the time and date of the meeting at least one (1) day in advance thereof.

2. The grievant may be represented at this level by the Chief Steward, a Steward, and/or an officer of the Union. The Chief Steward and a Steward shall be given time off from work with pay to attend such meeting. If the parties mutually agree, a designated representative may be substituted for either the Chief Steward or the Steward in those circumstances where the attendance of such representative would be particularly beneficial to the possible-resolution of the grievance under consideration.

3. Within ten (10) working days after said meeting, the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and/or other designated administrator will give the University's final

decision in writing or by e-mail to the designated Union representative and local President.

Section 5. In unusual circumstances where a grievance affects a large number of bargaining unit employees and time is of the essence or where the grievance involves a suspension or discharge, the Union may advance a grievance to Step Two by notifying the Associate Vice President for Talent Development and Human Resources or a designated Human Resources Representative in writing within twenty-four (24) hours following the filing of the grievance. In such instances, the Step Two meeting will be held no later than the tenth (10<sup>th</sup>) work day following receipt of the Union's notice.

Section 6. If the Union is not satisfied with the University's Step Two decision, it may demand arbitration. Any demand for arbitration must be delivered to and received by the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative within thirty (30) work days after the date of the University's Step Two decision. Within thirty (30) work days following the University's receipt of the Union's demand for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) potential arbitrators. Within ten (10) work days following receipt of such list, the parties will meet to select the arbitrator. The Union shall strike a name from the list and the parties will then alternate in striking names until only one (1) name remains. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew.

Section 7. All fees and expenses of the arbitration shall be borne equally by the University and the Union. The fees and expenses of the arbitration are defined as follows:

1. the cost of a stenographer or reporter as requested by the arbitrator or either party and the associated transcription costs. If only one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, the total cost of such transcription shall be shared equally by both parties;
2. the fees and expenses of the arbitrator used in the case; and
3. the rental of any facilities where the arbitration is conducted.

The wages of any employee witnesses who are summoned to appear as witnesses for either side shall be paid by the side who calls them. (It is understood that any bargaining unit members who are on call as witnesses shall work until called to testify.) Section 8.

The arbitrator shall be requested to submit an accounting for all of their fees or expenses. The arbitrator shall be requested to render their decision as quickly as possible, but in no event later than thirty (30) calendar days after the last day of the hearing.

Section 9. Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement or applicable portions of ORC Chapter 124 shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator cannot substitute their discretion for that of the University nor impose on either party an obligation not specifically required by the express language of this Agreement or ORC Chapter 124. The arbitrator's decision shall

be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein. Any award by the arbitrator shall not be retroactive to a date more than five (5) work days prior to the date the grievance was filed.

## **ARTICLE 11**

### **HOLIDAYS**

Section 1. The University of Akron observes ten holidays annually; these are:

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

Section 2. The dates on which these holidays are to be observed will be announced annually.

Section 3. If a holiday falls on Sunday, it will be observed on the following Monday; if a holiday falls on Saturday, it will be observed on the preceding Friday.

Section 4. If a holiday occurs during a period in which an employee is on approved sick leave, leave with pay, or vacation – the employee will be paid for the holiday. In order to qualify for holiday pay, an employee must be in an active pay status on regularly-scheduled work days both prior and subsequent to the holiday.

Section 5. If it is essential that University offices remain open on a day designated as a holiday (ex: Veterans Day):

- A. Any full or part-time bargaining unit member required to work on a designated holiday will be entitled to one and one-half (1 ½) times the regular rate of pay for the hours actually worked; such overtime will be in addition to the employee's normal pay for the holiday.

Section 6. If the University is officially closed at five o'clock (5:00) p.m. on the day prior to a Board of Trustees approved holiday (ex: Wednesday prior to Thanksgiving):

- A. For employees whose normally scheduled work day falls all or in part after five p.m., an effort may be made by the supervisor and employee to reschedule those hours within the same work week. Otherwise, the employee will be expected to work the normal schedule. If the hours are not worked or rescheduled, the employee may utilize vacation leave in order to be paid.
- B. Part-time employees are entitled to holiday pay for that portion of any holiday for which the employee would normally have been scheduled to work.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

Section 1. Notwithstanding Article 14, Sick Leave, no physician's certificate will be required for an employee's use of sick leave to attend the funeral of a member of the employee's immediate family. However, the University may require proof of death or attendance at the funeral. If an employee has no accrued sick leave, they may use accrued vacation or take leave without pay. The definition of "immediate family" shall be strictly construed and no leave (paid or unpaid) will be given unless the deceased clearly qualifies as one of the following: spouse, children, grandchild, parent, grandparent, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal guardian or person who stands in place of a parent (in loco parentis). When an employee calls off due to the death of a member of the immediate

family, no further call-offs will be required if the employee notifies the University of his or her return to work date.

Section 2. If a death in the immediate family occurs during a vacation leave, the vacation leave may be changed to sick leave if:

- A. The employee actually uses the sick leave for the purpose of attending the funeral; and
- B. The employee has sick leave time available.

### **ARTICLE 13**

#### **LEAVES OF ABSENCE**

Section 1. Family and Medical Leave.

A. Under the Family and Medical Leave Act of 1993 (“FMLA”), up to twelve (12) weeks of leave without pay during any twelve (12) month period are provided to eligible employees for certain family and medical reasons. Employees are eligible if they have been employed by the University for at least twelve (12) months, this twelve (12) month period need not be consecutive, and worked at least one thousand two hundred fifty (1,250) hours (0.6 FTE) over the twelve (12) month period preceding the leave. FMLA leave without pay will be granted for any of the following reasons:

- 1. The birth of a child, the care of a newborn child, or placement of a child with the employee for adoption or foster care;
- 2. A serious health condition of the employee that renders him or her unable to perform his/her job functions; or

3. In order to care for an employee's child, spouse, or parent who has a serious health condition.
  4. A "qualifying exigency" arising out of the fact that the employee's spouse, child, or parent is called to covered active duty (or notified of an impending call or order to active duty) with the armed forces, including the national guard and reserves. Covered active duty means duty during deployment of the armed forces member to a foreign country. A qualified exigency may include short-notice deployment, attending military events, arranging for alternative childcare, addressing financial and legal arrangements, seeking counseling, attending post-deployment activities, and other similar circumstances.
  5. Leave related to a child's birth or placement for adoption or foster care must be completed within the twelve (12) month period beginning on the date of the birth or placement.
- B. A leave of absence of up to twenty-six (26) weeks in any single twelve (12) month period (rolling forward) will be granted to eligible employees for the following purposes:
1. To care for a covered family member or next-of-kin (nearest blood relative) who has a serious injury or illness incurred by the service member in the line of duty on active duty in the armed forces (or existed before the active duty began and was aggravated in the line of active duty in the armed forces) and that may render the service member medically unfit to perform his/her duties. The service member must be: (a) undergoing medical

treatment, recuperation, or therapy; (b) in outpatient status; or (c) on the temporary disability retired list for the serious illness or injury.

2. To care for a veteran who is a covered family member or next-of-kin (nearest blood relative) who has a qualifying serious injury or illness incurred by the member in the line of duty on active duty in the armed forces (or existed before the member's active duty began and was aggravated by service in the line of active duty in the armed forces) and that manifested itself before or after the member became a veteran. The veteran must be undergoing medical treatment, recuperation, or therapy for the serious injury or illness and have been a member of the armed forces during the five (5) years preceding the date on which the veteran underwent medical treatment, recuperation, or therapy.
  3. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in any single twelve (12) month period.
- C. Subject to the provisions of the applicable policies, paid vacation leave or paid sick leave may, at the employee's option, be substituted for leave without pay while on FMLA leave.
- D. If the employee fails to provide at least thirty (30) days' advance notice when the leave is clearly foreseeable, leave may be delayed until at least thirty (30) days after the date the employee provides notice to the University. If the employee fails to provide a medical or other certification to support a request for leave, leave may be delayed until certification is provided. If the employee never

produces certification, then the leave is not FMLA leave. The University may, at its own expense, request a second and/or third opinion. If the employee or employee's family member fails to authorize his/her health care provider to release all relevant medical information pertaining to the health condition at issue, as requested by the health care provider for the second/third opinion, the University may deny the taking of FMLA leave. However, if the University requests a second and/or third opinion, and the employee authorizes his/her health care provider to release the relevant medical information, the employee is provisionally entitled to the FMLA leave pending the University's receipt of the relevant medical information.

- E. Group health benefits will be continued for the duration of an FMLA leave. Upon return, an employee will be restored to his or her original or an equivalent position with equivalent pay, benefits, and other employment terms.
- F. A "rolling" twelve (12) month period measured respectively from the date an employee uses any FMLA leave shall be used to determine the "twelve-month period" in which the twelve (12) weeks of FMLA leave entitlement occurs.
- G. Family and medical leave may be used on a continuous basis. It may also be used on an intermittent basis, or as a reduced work schedule as provided by law. Application for FMLA is made to Human Resources, and approval of the request made by Human Resources.
- H. When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the employee must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation, and the

University may temporarily transfer the employee to an alternative position for which the employee is qualified, if it better accommodates these recurring periods of leave.

- I. Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to employees beyond those provided by the provisions of the FMLA or applicable law of the state of Ohio. For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

Section 2. Maternity Leave. Upon delivery, an employee who is on active pay status shall, in the ordinary course of recovering from either a vaginal birth without complication, be entitled to use up to six (6) weeks of accrued sick leave, or if a vaginal birth with complication as verified by a physician or cesarean birth, be entitled to use up to eight (8) weeks of accrued sick leave, as long as the employee has accrued the requisite amount of leave, and if less, then shall be entitled to use the lesser amount. In any event, the use of such accrued sick leave shall be at the employee's option to use however much time as the employee deems appropriate. If, upon delivery of the child, the employee is not in active pay status, but comes in active pay status within six (6) weeks, in the case of a vaginal birth without complication, or eight (8) weeks, in the case of a vaginal birth with complication as verified by a physician or cesarean birth, the employee shall be entitled to use accrued sick leave upon being in active pay status for the remainder of the six (6) week or eight (8) week period, as applicable. In any event, after using (or not using) such accrued sick leave, a full-time employee is granted twenty (20) working days of paid maternity leave not taken from accrued sick leave. In

addition to the paid maternity leave for full-time employees, an eligible employee who thereafter is physically unable to perform her duties may elect paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability. In addition, the employee is entitled to FMLA leave if a pre- or post-delivery employee wishes to be absent from work for a period of time longer than the period of actual physical disability (see Family and Medical Leave subsection (C) above). Use of maternity leave shall count as part of the twelve (12) week FMLA leave.

Section 3. Paternity Leave. A full-time employee who is on active pay status upon a pregnant spouse's delivery is granted, within one hundred and eighty (180) days of the delivery, twenty (20) working days of paid paternity leave which will not be taken from accrued sick leave, but counted as part of FMLA leave.

Section 4. Adoptive and Foster Parent Leave. Upon the adoption of a child or arrival of a foster child, a full-time employee who is on active pay status is entitled to twenty (20) working days of paid leave which will not be taken from accrued sick leave, but counted as part of FMLA leave.

Section 5. Leave Without Pay. An employee may be granted approved leave of absence without pay for military service, parental leave, convalescence (if sick leave is not applicable or exhausted), certain personal reasons, and/or training. The leave of absence must be approved in advance by the supervisor and must be accompanied by acceptable written justification. Such request shall state the reason for and the dates of the leave. Length of leave of absence can vary for different reasons, but normally extends to no more than six (6) months.

Section 6. Jury Duty. A bargaining unit employee serving on jury duty or ordered to appear before any court as a witness shall be paid their normal straight time wage for such jury duty or witness appearance.

Personal legal matters shall not be covered under this Article.

## **ARTICLE 14**

### **SICK LEAVE**

Section 1. Sick leave is defined as the authorized absence from duties for the following reasons:

- A. personal illness, pregnancy, or injury,
- B. exposure to contagious disease which could be communicated to other members of the University family,
- C. illness, injury, or death (to a maximum of five (5) days) in the employee's immediate family, or
- D. medical, psychological, dental, or optical examination or treatment of the employee or a member of the immediate family.

Definition of immediate family: the employee's immediate family is limited to the employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who, under Ohio law, is legally recognized to stand in the place of a parent.

Where sick leave is required to care for a member of the immediate family, the Department of Benefits Administration reserves the right to require a physician's

certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 2. The University reserves the right to require a physician's certification or other verification in all instances of paid leave. When such certification or verification is required, it shall be collected by the Department of Benefits Administration for audit and retention.

The absence from duties must be approved by the Administrator to whom the individual on sick leave is responsible.

Section 3. Unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay and may also be cause for disciplinary action. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Except in the instances due to extended illness or injury, monthly or annual absences greater than the number of hours or days accrued may be considered excessive.

Section 4. Sick leave is accrued at the rate of 4.6 hours per eighty (80) hours of active pay status. Only accrued sick leave hours can be requested for authorized paid absences. Sick leave will be charged only for the non-overtime hours an employee is regularly scheduled to work but absent. Employees are not permitted to change a sick leave request once a work day has started (*i.e.*, sick leave to vacation).

Section 5. A bargaining unit employee who is unable to report for work, and who is not on previously approved vacation, sick leave, or leave of absence, shall be responsible for notifying the immediate supervisor, or other individual designated by the supervisor, that the employee will be unable to report to work on that day and each appropriate day

thereafter. This notification must be made at or by the time the employee is scheduled to report for work, unless emergency conditions prevent such notification.

Section 6. In the case of any absence for illness or injury, the University may require a physician's statement specifying the employee's inability to report to work and the anticipated date of recovery. The employee shall be responsible for notifying the immediate supervisor, or other designated individual, whenever the employee is placed under a physician's care and not released to work or hospitalized, unless such condition precludes notification. The employee shall be responsible for notifying the immediate supervisor, or other designated individual, regarding the anticipated date of recovery and return to work.

Section 7. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to an employee's fitness to return to work.

Section 8. When an employee's duties are part of a function which operates twenty-four (24) hours a day, seven (7) days per week – *i.e.*, police dispatch, etc. – and such employee is unable to report for work, the employee shall notify the immediate supervisor at least two (2) hours prior to the scheduled work time.

## **ARTICLE 15**

### **VACATION LEAVE**

Section 1. The vacation entitlement of each bargaining unit employee shall be as follows:

- A. A full-time University employee shall, after service of one (1) year with the state, or any potential subdivision of the state, have earned and will be due, upon attainment of the first year of employment, and annually thereafter,

eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

B. The amount of annual vacation to which a full-time employee is entitled is determined by the number of accumulated years of service, according to the following guidelines:

1. Less than one (1) year of service – no vacation;
2. One (1) year, but less than eight (8) years of service – eighty (80) work hours;
3. Eight (8) years, but less than fifteen (15) years of service – one hundred twenty (120) work hours;
4. Fifteen (15) years, but less than twenty-five (25) years of service – one hundred sixty (160) work hours; and
5. Twenty-five (25) years of service – two hundred (200) work hours.

C. A part-time bargaining unit employee shall, after service of one (1) year with the state, or any political subdivision of the state, have earned and will be due, upon attainment of the first year of employment, and annually thereafter, pro-rated vacation leave with pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

1. Formula for calculation (multiplying years of service times calculation factor):

Years of Service	Calculation Factor
0-7	.03875 x hours paid
8-14	.05750 x hours paid
15-24	.07750 x hours paid
25 or more	.09625 x hours paid

D. Vacation Credit

1. An employee earns vacation credit as follows:

- (a) 3.1 hours per bi-weekly pay period for those entitled to eighty (80) hours per year.
- (b) 4.6 hours per bi-weekly pay period for those entitled to one hundred twenty (120) hours per year.
- (c) 6.2 hours per bi-weekly pay period for those entitled to one hundred sixty (160) hours per year.
- (d) 7.7 hours per bi-weekly pay period for those entitled to two hundred (200) hours per year.

E. Vacation credit can be accumulated to a maximum of that earned in three (3) years of service. Any vacation accrued over the amount earned at a three-year period will be forfeited.

F. Vacation leave may not be converted to sick leave unless the employee is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours/days certified above may be converted to sick leave.

G. All vacation leave shall be approved by the employee's appropriate supervisor. Such approval shall not be unreasonably denied. It is understood

that each work unit may have certain times during the year when employees will not be able to utilize vacation time due to the legitimate business needs of the University. All vacation time must be pre-approved no less than twenty-four (24) hours in advance (except for unforeseen emergencies).

## **ARTICLE 16**

### **ACTIVE PAY STATUS**

ACTIVE PAY STATUS. The terms “active pay status” shall mean time actually worked and paid, compensatory time, paid vacations and holidays, leave with pay, and approved sick leave. The use of sick leave shall not be considered to be active pay status for the purpose of determining overtime.

## **ARTICLE 17**

### **BARGAINING UNIT VACANCIES**

Section 1. When a bargaining unit position becomes vacant because of retirement, resignation, separation or the creation of an additional job, and the University decides to fill the vacancy, it shall be filled in the following manner:

- A. A notice of vacancy shall be posted on the University’s website for campus distribution for at least eight (8) working days. The notice shall describe the job duties and the minimum qualifications for the position.
- B. Any non-probationary employee may apply for the position on an application update form to be furnished by the University. In the event the University decides to use a Position Search Waiver, it will first notify and discuss the decision with the Union. A bargaining unit member who anticipates that a posting may occur during their vacation may submit an application update

which shall be effective until their return. A bargaining unit member who is absent during the period of posting due to vacation, illness, leave of absence, or layoff and has not submitted an advance application update, may make application for the posted position and will be considered if the position has not already been filled and the successful applicant notified.

C. It is understood, however, that no posting or award shall be deferred to accommodate an employee's absence.

Section 2. Determining job content, minimum qualifications and required job skills, knowledge and aptitude is the function of the University. The University shall determine and publish such minimum requirements in the form of job classification specifications.

Section 3. The University shall evaluate all candidates to ensure they meet the minimum criteria stated in the job classification specifications and, in selecting among such candidates, may take into account work record, demonstrated job performance, skills, attitude, knowledge and capacity. The University may utilize assembled or unassembled testing to aid in its determination and such testing, whether written or oral or a combination thereof, may include:

1. demonstration of skill, physical fitness, efficiency, and manual dexterity; or
2. evaluation of capacity, knowledge, training, experience or adaptability.

The candidate awarded the vacancy shall be notified in writing or by email.

Section 4. As among those bargaining unit candidates who meet the job criteria determined and published by the University pursuant to Section 2, the University may award the job to a candidate deemed qualified by the University. When the University awards the job to a member of the bargaining unit, the employee shall be transferred to

the new job within four (4) weeks following the award, unless operational requirements dictate a longer period. The new pay rate, if applicable, shall commence the day the employee actually commences the new job or four (4) weeks following the award, whichever occurs sooner. All unsuccessful candidates may inquire of the designated employment coordinator as to the reasons they were not a successful applicant. If no bargaining unit employee is selected by the University for the opening, the University may extend the search outside the bargaining unit.

Section 5. When a vacancy exists that may create an operational inconvenience or emergency situation, the University may temporarily fill the vacancy pursuant to Article 18, Reassignments, in order to assure continued job coverage while a qualified replacement is being sought. The vacancy may be temporarily filled by the transfer of a bargaining unit employee or, where there is not a fully qualified bargaining unit member, the use of part-time, casual, seasonal or student help. In no case shall the vacancy be filled for a period longer than ten (10) weeks unless the vacancy results from the extended illness of a regular bargaining unit member.

Section 6. If an employee moves to a higher pay grade position, the change is considered a promotion. Employees who are promoted shall receive a promotional increment in the amount of four percent (4%) of the employee's current wage for each pay grade increased, or an increment that will bring them to the minimum of the new pay scale, whichever is greater.

Section 7. An employee shall suffer no reduction in wage as a result of being awarded a position within their current pay grade, per this Article.

Section 8. Employees who are awarded a vacancy may not apply for a new position for four (4) months unless otherwise permitted by the University. Employees awarded a position shall serve a probationary period of one hundred twenty (120) days during which they may be returned to their prior or equivalent position at the discretion of the University. The University will provide such employees with a sixty (60) day interim evaluation during their said probationary period.

## **ARTICLE 18**

### **REASSIGNMENTS**

Section 1. The University may reassign bargaining unit members from one assignment, building, work area, or task, to another within their job classification at the Akron main campus. No employee has any vested claim to the performance of particularized tasks within their job classification.

Section 2. In those instances where the University has a need for particularized skills, the University may temporarily reassign an employee to another work shift for a period of up to ten (10) work days per contract year without regard to seniority. Following the ten (10) work day period, a bargaining unit member may reject the shift assignment only if the bargaining unit member is senior to another bargaining unit member in the same job classification and reporting unit who has the same skills. Nothing herein shall be construed to limit the University's right to create a permanent evening shift for any classification(s) or department. If the University creates a permanent evening shift for existing classifications and there are no volunteers, the least senior employee(s) in the affected classification(s) shall be assigned to the evening shift(s). If an employee who is temporarily assigned to an evening shift files a grievance disputing the need for

particularized skills or contending that the assignment is retaliatory, the grievance must be filed at the second step of the grievance procedure. The second step grievance meeting shall occur within twenty-four (24) hours of the filing of the grievance and the Union shall receive a written response within twenty-four (24) hours following the grievance meeting.

Section 3. The University may assign an employee to fill in for or perform tasks outside the employee's normal job classification. The University may temporarily assign the employee to the appropriate classification and pay rate if the employee is performing work that would warrant a temporary reclassification. The employee will receive their current rate of pay or the rate of pay for the temporary classification, whichever is higher.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME**

Section 1. Forty (40) hours shall constitute a regular work week which shall normally be scheduled over five (5) days of eight (8) consecutive hours per day. Nothing herein shall be construed as a guarantee of any particular quantity of daily or weekly work. The University will establish and inform employees of their work schedules within their work unit. When more than one (1) shift exists for a classification within a work unit, such shift shall be selected by seniority.

Section 2. It is understood that in some reporting units and locations bargaining unit members must be scheduled for more than one (1) shift per day, more than five (5) days per week or for work weeks other than Monday through Friday. A bargaining unit member whose regularly scheduled weekly work shift commences between the hours of

2:00 p.m. and 4:00 a.m. will be paid a shift differential of twenty cents (\$.20) per hour in addition to their regular hourly rate.

Section 3. Overtime shall be paid at a rate of time and one-half (1½) for all hours in active pay status in excess of forty (40) hours during a regular work week. The use of sick leave shall not be considered to be active pay status for the purpose of determining overtime. When a full-time employee who also is eligible for overtime under the “Fair Labor Standards Act of 1938,” 52 Stat. 1060, 29 U.S.C.A. 207, 213, as amended, is ordered to report back to work after termination of the employee’s regular work schedule and the employee reports, the employee shall be paid for such time. The employee shall be entitled to four (4) hours at the employee’s straight time rate of pay or overtime compensation for the actual hours worked, whichever is greater. This section does not apply to work that is a continuation of or immediately preceding an employee’s regular work schedule.

Section 4. All overtime work must be approved by the supervisor and placed on the employee’s time record. The University will provide reasonable equal overtime opportunities to all full-time employees within their normal job classification and work unit who are available and fully qualified for overtime assignments using seniority as the basis.

Section 5. If an employee chooses to take compensatory time in lieu of overtime pay for any overtime worked, the bargaining unit employee may accumulate and use compensatory time in the following manner:

- A. Employees may accrue and use compensatory time off at the rate of one and one-half (1½) hours for the authorized hours in active pay status that are in

excess of forty (40) hours per week. The use of sick leave shall not be considered to be active pay status for the purposes of earning compensatory time. All compensatory time earned and taken must be approved by the supervisor and placed on the employee's time record. No Retirement System credit will be awarded for a day on which all hours reported and paid are compensatory.

- B. Compensatory time shall be utilized within one hundred eighty (180) calendar days of accrual. In the event that accrued compensatory time earned is not used within the one hundred eighty (180) calendar days of accrual, the employee will be paid for the time and the balance of their accrued compensatory time shall be reduced accordingly. The total amount of compensatory time accrued may not exceed two hundred forty (240) hours. In the event that accrued compensatory time earned exceeds a total of two hundred forty (240) hours, the employee will be paid for the excess and the balance of their accrued compensatory time will be reduced accordingly. At the time of resignation, retirement or termination, an employee will receive payment for all accumulated compensatory time at the hourly rate of pay in effect at the time of separation.
- C. If an employee is transferred or promoted to another department within the University, all accrued compensatory time will be paid at the hourly rate in effect at the time of transfer.
- D. A department may prescribe such additional requirements for the utilization of compensatory time as are deemed appropriate and necessary for the

effective management of the unit; these may include but are not limited to stipulations such as the number of consecutive days on which compensatory time may be used, and the amount of notice necessary to request approval for the use of compensatory time.

- E. If an employee is requested and/or required to, or requests to work more than eight (8) hours in a particular day, such employee may be required to take the equivalent time off within the same work week. This exchange/substitution procedure is considered “flexible time” and neither overtime nor compensatory time provisions will apply unless the total hours in an active pay status exceeds forty (40) in a particular week.

Section 6. The University may utilize part-time, seasonal, student or casual employees to minimize the expense of overtime but shall not work such persons over forty (40) hours per week without first offering qualified bargaining unit members the opportunity to work the required overtime. Moreover, the University shall not utilize part-time, casual, seasonal or student employees in order to reduce the regular work week of bargaining unit employees below forty (40) hours.

Section 7. Except in case of emergencies, the University shall provide at least two (2) work days advance notice of any change in the work week or shift hours.

Section 8. An employee is expected to report for work at the scheduled starting time. Unreported, unexcused, and/or excessive tardiness may result in disciplinary action.

## **ARTICLE 20**

### **BREAKS**

There will be two (2) fifteen (15) minute paid rest periods in each regular eight (8) hour shift. The rest periods will be scheduled by the supervisor and, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift. Rest periods will not normally be scheduled immediately before or after the meal period or at the start or end of a shift. All rest breaks shall be taken in the immediate vicinity of the employee's work site. Employees shall be at their work station performing their assigned task at the beginning and end of the fifteen (15) minute period. The same punctuality requirement shall apply to meal periods and the starting time for the employee's shift. Employees who abuse rest break standards may be restricted as to where they will be permitted to take their break and shall be subject to progressive disciplinary action up to and including termination.

## **ARTICLE 21**

### **CONTRACTING**

Section 1. It is not the intent of the University to contract or sub-contract bargaining unit work for reasons other than to create greater efficiencies or to improve operational effectiveness, or, as provided for in Article 3, Management Rights. Prior to the University's decision being made to contract or sub-contract work, the Union shall be notified and given the opportunity to meet with the University to discuss what options/alternatives may be available to maintain the work in the bargaining unit. The Union shall have a reasonable amount of time following the meeting to provide alternatives to the University's intended actions not to exceed thirty (30) days.

Section 2. The University shall give the Union a minimum of thirty (30) calendar days advance written notice of its intent to contract or sub-contract.

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 contract or sub-contract bargaining unit work.

## **ARTICLE 22**

### **EMERGENCY SHUT DOWN**

When inclement weather or other conditions beyond the University's control require the University to be closed, the University, in its discretion, shall pre-designate those bargaining unit members who are required to report for work. Any failure to report for other than good and sufficient cause, reported by the employee prior to the start of their shift, may be grounds for disciplinary action. A bargaining unit member who is designated to work but who, for any reason, does not, or cannot, report for work will not receive any pay. (This shall not preclude use of sick leave in compliance with Article 14.) So long as the University pays clerical and other classified personnel who do not work, all bargaining unit members shall be paid for eight (8) hours, at their straight-time rate. Bargaining unit members who work shall also receive this same eight (8) hours pay in addition to time and one-half (1½) for hours actually worked. Second and third shift personnel who work shall receive the additional eight (8) hours pay and premium rate if, but only if, night classes are cancelled and the University is closed for that evening. The grievance procedure shall be available for any gross abuse of the University's discretion concerning the designation of those who are to work.

## **ARTICLE 23**

### **SAFETY**

Section 1. The University and the Union will continue to promote and encourage safety in all matters including safe working conditions. All bargaining members should complete a written Safety Concern Form whenever they become aware of any safety problem, including the presence of potentially hazardous materials or substances. The supervisor shall make every effort to promptly report significant matters to the University Safety Officer who shall follow-up on the matter. To that end, all employees shall observe all safety rules, attend all OSHA-required safety training, utilize protective devices, and wear protective clothing. The University shall train employees regarding new safety equipment and materials being utilized in its operations.

Section 2. The University may enforce the right to have any employee examined by a physician if it suspects that an employee's health or physical condition represents a health or safety threat to the employee or others. If the employee is dissatisfied with the determination of the physician selected by the University, the employee may be re-examined at a University approved facility and the University shall pay half of the cost of such re-examination, which shall be conclusive on the issue. Employees required to be examined shall be paid for lost time.

## **ARTICLE 24**

### **PAY DAY**

Section 1. So long as the University pays by check, all bargaining unit members will be paid bi-weekly on Fridays. The University shall attempt to deliver paychecks by noon on pay days. If the University eliminates paychecks and institutes an electronic direct

deposit system, the pay of bargaining unit members will be deposited directly into an account with any financial institution of their choice.

Section 2. The University shall report accrued vacation and sick hours on each bi-weekly pay stub.

## **ARTICLE 25**

### **MISCELLANEOUS**

Section 1. Where applicable, the University shall continue to provide locker space for coats, uniforms, and purses. The University shall provide a combination lock and the employees shall be responsible for appropriate circulation of the combination to such locks. The University shall not be responsible for any thefts or other losses from such lockers.

Section 2. The University shall supply any equipment necessary for bargaining unit members to perform their assigned tasks. This equipment shall be maintained in good repair and, when necessary, replaced by the University. If an employee loses, destroys, or abuses equipment, the University may take disciplinary action against the responsible employee.

Section 3. The University will print this Agreement and each member of the bargaining unit shall receive and sign a receipt for a copy of the Agreement.

Section 4. Should the University decide to have employees participate in outside job-related training, such employees will be paid for lost time not to exceed eight (8) hours per day.

## **ARTICLE 26**

### **NO STRIKES OR LOCKOUTS**

Section 1. During the term of this Agreement and during the negotiation period of any successor Agreement, the University shall not lock-out and the Union and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow-down, picketing, sick-out, boycott, stay-home, sit-down, stand-in, sympathy strike, concerted refusal to work overtime, partial day work stoppage, refusal to cross any picket line which violates ORC Chapter 4117 or this section, or any other form of restriction of production or interference with operations). The Union further agrees to strictly observe the requirements of ORC Chapter 4117 and the rules of SERB relating to strikes.

Section 2. Should any strike (as defined above) occur, the Union shall take all measures available under its constitution and rules to prevent or bring a prompt end to the stoppage. The Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of Section 1 and take appropriate action against any who continue to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized actions of individual bargaining unit members. If the Union fails to discharge its obligations, the dues check-off normally required under Article 2 shall be suspended for one (1) month for each day of any strike in violation of this Article. In any dispute over the suspension of check-off, it will be the burden of the Union to demonstrate a good faith effort to discharge its obligations hereunder. Nothing herein shall be construed as a limitation upon, or election of remedies by, the University.

Section 3. Any violation of Section 1 shall subject any participant to immediate discipline, up to and including discharge. The grievance procedure shall be available to any employee who claims that they did not participate in the violation. Each bargaining unit member shall sign a receipt for a copy of this Agreement after it is printed and no additional notice shall be necessary before discipline or penalties may be imposed upon an individual for violation of Section 1.

Section 4. A refusal by a member of the bargaining unit to perform an assigned task based upon a good faith, objectively-based belief that performance of the task would subject them to a clear and present danger of bodily harm shall not be deemed a strike so long as the employee immediately notifies his supervisor, remains at their work station area, and performs any other available tasks assigned by the supervisor. No other employee shall cease work or engage in any conduct that violates Section 1 in support of another employee's safety-based refusal to perform a task.

Section 5. A refusal by a member of the bargaining unit to cross a picket-line shall not be deemed a violation of Section 1 if the employee:

- A. has a good faith, objectively-based belief that they are confronted with a clear and present danger of bodily harm; and
- B. the employee promptly reports the situation and their location to their supervisor by telephone and cooperates with any measures instituted by the University to safely transport or route them to their work area.

Section 6. Nothing herein shall be construed to impair the Union's right to strike to enforce bargaining demands concerning a successor Agreement as defined in ORC Section 4117.14(D)(2).

## **ARTICLE 27**

### **WORK RULES**

The University has established and published work rules, policies and procedures regulating the conduct of bargaining unit employees which include the types of employee conduct which shall be deemed inappropriate. Should the University choose to modify these existing work rules, policies and procedures, the University will first give copies of the same to the Chief Steward and Local Union President and then will review the same with the Union at least ten (10) work days before they are implemented.

## **ARTICLE 28**

### **PERFORMANCE EVALUATIONS**

Section 1. If annual employee performance evaluations are used, they shall be reviewed with the employee.

Section 2. Following a discussion with their supervisor concerning the employee's evaluation and the execution of an acknowledgment that the evaluation has been discussed with the employee, a bargaining unit member will be granted five (5) working days in which to prepare any written statement they wish to have added to their personnel file.

Section 3. A copy of the completed employee performance evaluation form will be furnished to the bargaining unit member at the time they sign the form.

## **ARTICLE 29**

### **PERSONNEL RECORDS**

Section 1. The University shall permit any bargaining unit member to inspect the personnel file maintained by the Division of Talent Development and Human

Resources. With the bargaining unit member's permission, a designated Union representative may be present during such inspection. Such inspections may be made no more than twice each contract year for any employee. In addition to these two (2) inspections per year for each employee, the Union may request a total of three (3) additional inspections per contract year (for the entire bargaining unit) for the purpose of handling special circumstances. Such requests must be by prior appointment during normal hours of the Division of Human Resources.

Section 2. Copies of such inspected material will be provided to the bargaining unit member upon the payment of ten cents (\$.10) per page for any pages in excess of ten (10).

Section 3. Except for supervisory, administrative, medical or law enforcement personnel who have a need to know, an employee's personnel file shall not be displayed to third persons except pursuant to law. The University shall notify any bargaining unit member when their personnel information has been made available to others under compulsory legal process.

Section 4. If any bargaining unit member disputes the accuracy or completeness of personnel information pertaining to the employee, they shall be permitted to include in their file a statement of their position on the disputed information or that they protest the accuracy or completeness of the information.

## **ARTICLE 30**

### **POSITION AUDIT**

Section 1. During any consecutive period of twelve (12) months, a bargaining unit member may request a review of their job classification to determine whether the

employee is working within his/her assigned bargaining unit classification. In case of a substantial change of an employee's job content, the employee may request one (1) additional review of their job classification during the term of this Collective Bargaining Agreement. After an employee has requested this "extra" review, a twelve (12) month period must pass before requesting another review. The employee will be afforded a reasonable opportunity to submit facts relative to the classification.

Section 2. If the employee is improperly classified, the University will, at its option, remove permanent job responsibilities which are inconsistent with the employee's current classification or reclassify the bargaining unit member to the appropriate bargaining unit classification. When a bargaining unit member is reclassified, the employee shall be given notice setting forth the new classification, pay range, and wage rate.

Section 3. Position specifications and job content are the responsibility of the University; provided, however, that an employee may grieve the University's determination as to whether the employee is classified in the bargaining unit position which best corresponds to their actual duties.

Section 4. The University will make a determination within forty (40) work days after the employee submits the completed position audit form to their supervisor provided, however, that if the employee is reclassified, their new rate, if applicable, will be retroactive to the date they requested a review. The employee's supervisor will date and acknowledge the receipt of the position audit form. The Union will be made aware of the University's determination by means of either campus mail, e-mail, or a fax copy sent to the local Union President.

Section 5. An appeal of the University's determination will be initiated at Step Two of the grievance procedure.

### **ARTICLE 31**

#### **PARKING**

Section 1. The University shall provide parking to all bargaining unit members on the same basis as provided to classified staff. The University reserves the right to change the parking location of any employee, but in so doing, will endeavor to afford parking within reasonable proximity of their work.

Section 2. The University assumes no responsibility for protection of, or damage to, a vehicle or its contents while parked or operated on University property. An employee who avails themselves of parking privileges assumes all risk of loss.

### **ARTICLE 32**

#### **REDUCTION OF FEES**

Bargaining unit employees shall continue to be eligible for reduction of fees as afforded to other University employees.

### **ARTICLE 33**

#### **WAGES**

Section 1.

Effective July 1, 2016 each bargaining unit member will receive an across-the-board wage increase of 3%. Effective July 1, 2017 each bargaining unit member will receive an across-the-board wage increase of 2%. Effective July 1, 2018 each bargaining unit member will receive an across-the-board wage increase of 3%. Effective July 1, 2019 each bargaining unit member will receive an across the board wage increase of 4%.

## **ARTICLE 34**

### **INSURANCE**

Section 1. Through December 31, 2020, the University will provide bargaining unit employees with substantially equivalent substantive insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long-and-short term disability plans, premiums, contributions, co-pays and deductibles as have been provided to bargaining unit employees and faculty members.

Section 2. The University and the Union shall meet prior to December 31, 2020 to negotiate insurance for the period beyond December 31, 2020.

## **ARTICLE 35**

### **DURATION**

Section 1. This Agreement shall become effective May 1, 2016 and shall continue in full force and effect until midnight on April 30, 2020.

Section 2. For purposes of negotiating a successor Agreement, each negotiating team shall be limited to a maximum of six (6) members, including no more than four (4) employee-members of the Union team. Meetings will be scheduled once a week, unless mutually agreed otherwise, and the employee-members of the Union team shall be permitted time off without loss of pay to participate in face-to-face negotiations. Employee-negotiators shall be considered to be in a work status while traveling to or attending negotiation sessions. Additional release time will be granted without pay with the approval of the employee's supervisor, such approval to be based upon the operational needs of the unit and shall not be unreasonably withheld.

Section 3. The parties shall negotiate in accordance with ORC Section 4117, unless mutually agreed upon otherwise. The parties may declare an impasse and invite mediation by the Federal Mediation and Conciliation Service.

Section 4. Should any provision of this Agreement be found to be in violation of law, all other terms and provisions of this Agreement shall continue and the Union and the University shall meet and confer regarding the necessity of a substitute provision.