



AGREEMENTS

BETWEEN

THE OHIO STATE UNIVERSITY

AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 4501

April 1, 2006 THROUGH MARCH 31, 2009

COVERING

SERVICE EMPLOYEES
AND
SKILLED TRADES AND MAINTENANCE EMPLOYEES
BARGAINING UNITS

(Draft Copy)

The Service Employees and the Skilled Trades and Maintenance Employees are two separate bargaining units. Service Employee classification titles are listed in Appendix A. Skilled Trades and Maintenance Employees classification titles are listed in Appendices B and E.

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ARTICLE 1 INTRODUCTION

1.1 The Ohio State University (herein called "the University") and Communications Workers of America (herein called "the Union") having engaged in discussions for the purpose of establishing harmonious employment relationships have as a result agreed in certain principles (hereinafter called "the Agreement") and state as follows:

- A. Improving performance and designing improved performance programs will continue to be a priority for the Union and the University.
- B. It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.
- C. It is recognized that the University is a public-trust operated for the benefit of students.
- D. It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.
- E. It is recognized that it is in the best interest of all parties to promote efficient University operations consistent with this Agreement.

1.2 The University and the Union recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices. The University and the Union recognize the moral principles involved in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate because of race, color, creed, religion, sexual orientation, national origin, sex, age, disability, veteran status, union affiliation, or political belief.

1.3 The University and the Union recognize their responsibility to promote affirmative action.

1.4 For purposes of this Agreement, the University and the Union have agreed to the following definitions:

- A. "Calendar days" means all days, regardless of work schedule, to include weekends and holidays. Any reference to "days" in this Agreement that does not specify otherwise is intended to mean calendar days.
- B. Unless specified otherwise, any reference to "working days" means days on which the University's Office of Human Resources is open for normal business operations.
- C. When the final day for action to be taken on a deadline specified in this Agreement falls on a Saturday or Sunday, the deadline will be the following Monday. If a

deadline falls on a holiday recognized under this Agreement, then the deadline will be the next non-weekend day which is not a holiday.

ARTICLE 2 ENABLING LEGISLATION AND APPLICABLE LAWS

2.1 This Agreement contains the full and complete Agreement between the parties. Where this Agreement makes no specification about a matter, the University, its employees and the Union shall be subject to applicable state, federal, and local laws which pertain to wages, hours, and terms and conditions of employment for public employees and University regulations promulgated or amended at any time in accordance with those laws.

2.2 In the event legislation should be enacted in the area of Union-University relations which legislation makes illegal, unlawful or null and void any provision of this Agreement, the University and Union will meet within two (2) weeks or as soon thereafter as is practicable to attempt to agree upon provisions concerning such subjects which will comply with such legislation. All other terms and provisions of this Agreement will continue unchanged.

2.3 When changes to the OSU Rules for the Classified Civil Service are proposed, the University will meet with the union at least 45 days prior to the public hearing date to discuss how such changes may affect bargaining unit members.

ARTICLE 3 JOINT RESPONSIBILITIES AND EMPLOYEE RIGHTS

3.1 The University and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this Agreement.

3.2 The Management of the University shall adhere to the provisions of this Agreement.

3.3 The Union, its officers, recognized representatives, bargaining unit members and other representatives, shall adhere to the provisions of this Agreement.

3.4 In addition to the responsibilities that may be expressly provided elsewhere in this Agreement, the following shall be observed:

- A. There shall be no intimidation or coercion of bargaining unit members into joining the Union or continuing their membership therein, or into not joining the Union or discontinuing their membership therein.
- B. Bargaining unit members will not be permitted to engage in Union activity during working hours except as expressly provided for in this Agreement.

3.5 The Union and the University recognize their joint responsibilities under the Americans with Disabilities Act.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The University retains the sole and exclusive right to manage its operations, buildings and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operations of the University.

4.2 The management rights as set forth in this article shall not abridge and shall be exercised consistent with the provisions of the Agreement.

4.3 The right to manage the operations, buildings, plants, and to direct the working force includes but is not limited to the following University management rights:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the University.
- C. To hire, promote, transfer, assign or retain employees in positions within the University.
- D. To establish work rules and rules of conduct.
- E. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- F. To determine the size and composition of the work force and to lay off employees in the event of lack of work or lack of funds or under conditions where the University determines that the continuation of such work is unnecessary.
- G. To determine the mission of the University and to efficiently fulfill that mission including the transfer, alteration, curtailment or discontinuance of any goods or services.

ARTICLE 5 UNION RECOGNITION

5.1 The University recognizes Communications Workers of America as the sole and exclusive bargaining agent for its employees who are in the job classifications set forth in Appendix A and B.

5.2 Job classifications may be added to Appendix A and B in accordance with the provisions of the Ohio Revised Code, Chapter 4117, and Chapter 4117-5 of the Administrative Code.

5.3 In the event the University changes the title of a job classification listed in Appendices A and B, or one that has been included in this Agreement through the application of 5.2, the job classification will continue to be included in this bargaining unit.

5.4 A. Bargaining unit members who are in the Service Employees Bargaining unit (titles listed in appendix A) only have rights within that unit and do not have rights in any other unit.

B. Bargaining unit members who are in the Skilled Trades and Maintenance Employees Bargaining unit (titles listed in appendix B) only have rights within that unit and do not have rights in any other unit.

C. Bargaining unit members in the Service Employees Bargaining Unit (titles listed in Appendix A) and Bargaining Unit Members in the Skilled Trades and Maintenance Employees Bargaining Unit (titles listed in Appendices B and E) will be able to apply for available positions in either bargaining unit.

5.5 When a new bargaining unit member is hired, the University will inform the Local Union or the chief steward of the person's name, classification, title, work address and work telephone number. If the union develops an orientation packet for new employees, the University will distribute such information upon employment into a bargaining unit title.

ARTICLE 6 CHECKOFF

6.1 The University will deduct regular monthly dues from the pay of bargaining unit members, in an active pay status, who are members of the Union upon receipt of individually signed authorizations on a form which has been approved by the University.

6.2 The first such deduction will be made as soon as practical thereafter, but in no event later than thirty (30) days following receipt by the University of the dues deduction authorization. The University will provide the Union with a schedule of the deadline dates for submission of dues deduction authorizations. Dues deduction authorizations received in the Employee/Labor Relations Office prior to any deadline will be processed so as to provide the first dues deduction on the payday indicated on the schedule.

6.3 The University will deduct as a condition of employment a fair share fee from employees in the bargaining unit who are not members of the Union. Such deductions shall begin 60 days following the beginning of employment or the effective date of this Agreement, whichever is later. The fair share fee and all related union procedures, including the internal rebate procedure

specified by Ohio Revised Code Chapter 4117.09 (C), shall conform to the requirements of state and federal law. Within 30 days following execution of this agreement the Union shall send written notice to the University of the amount of the fair share fee to be deducted. If the amount of the fair share fee is changed, the Union shall send written notice to the University.

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

6.5 Within sixty (60) days following the effective date of this Agreement, the University will furnish to the Union a list of the number of employees in each classification in which the Union has bargaining unit members. An additional list will be furnished quarterly during the term of this Agreement. The University will provide the Union, on an annual basis, a list of all bargaining unit members' names, work addresses, and hourly rates of pay.

6.6 When a bargaining unit member is taken off of active pay status and dues are not deducted, the University will provide an explanation as to the reason the person is not on active pay status. Such explanation shall appear on the checkoff list provided by the University. When a bargaining unit member returns to active pay status, the University shall reinstate dues or fair share fee deductions beginning with the date of return to work.

6.7 The University agrees that during the life of this Agreement, it will continue to provide the Local Union President with alphabetical and departmental dues deduction rosters each month. In addition, the University will provide a monthly list of individuals who have been deleted from the previous month's dues deduction roster and a reason the individual's dues have been stopped.

6.8 The University shall process and forward dues deduction and fair share fees to the Union by the 15th of the month immediately following the month deductions are made from the employees' paychecks.

ARTICLE 7 LABOR-MANAGEMENT COOPERATION, UNION STEWARDS, AND COMMUNICATIONS

7.1 The university and Union pledge mutual cooperation to achieve the following purposes:

- *Excellence of work quality and performance in serving the needs of the University's customers including students, patients, faculty, other employees, and the general public.
- * Efficient problem-solving to minimize workplace disruptions
- * High quality working environment for bargaining unit members.

The Union and University desire to use informal, non-adversarial, collaborative means of communication and problem-solving whenever possible to meet the above goals. To promote this, both parties recognize the importance of steward-manager communication and relations, labor-management meetings, and labor-management cooperation.

7.2 Union Steward appointment

A. The critical role of union stewards is recognized by the Union and University. The Union will strive to appoint stewards who are:

- * Effective problem-solvers
- * Good role models for bargaining unit staff in the achievement of excellence in work quality and performance
- * Skilled at developing good relationships with bargaining unit members and managers
- * Advocates for the high quality of working environments for bargaining unit members

B. Stewards who meet the criteria in 7.2A may be designated as lead chief stewards. Lead chief stewards should be a point of first contact for bargaining unit members and managers who have issues and problems. The designation of lead chief stewards will be by mutual agreement of the University and the Union. A list of lead chief stewards will be widely disseminated among bargaining unit members and managers. Notwithstanding other provisions in this article, substantial latitude in release time may be provided to lead chief stewards upon the approval of the appropriate administrator or departmental human resources officer. Lead chief stewards shall retain their rights regarding overtime opportunities in their originating employing units per Article 12.4(f). Release for lead chief stewards shall be limited to University related matters.

C. There shall be one (1) steward from each of sixteen (16) designated areas plus one (1) steward additional for each twenty-nine (29) bargaining unit members of the Union. The one (1) steward per area shall not be affected by membership growth or reduction. The ratio of union stewards to bargaining unit members at the University shall be maintained at one (1) steward for each twenty-nine (29) bargaining unit members.

D. Area stewards will be assigned to areas. In the event the total number of bargaining unit members covered by this Agreement increases, the Union may appoint an area steward for each twenty-nine (29) additional bargaining unit members. Each new area steward selected must be appointed within an area where there is less than one (1) steward for each twenty-nine (29) bargaining unit members. Release for stewards shall be limited to University related matters.

E. In the event the Union has bargaining unit members on a second shift in any area and the limitations imposed under 7.1 (B) above prevent the designation of an additional steward on that shift, the Union may exceed the prescribed number of stewards permitted in order to appoint not

more than one (1) steward in that area on the second shift provided the number of stewards permitted in some other area shall be reduced by one (1) and further provided that the total number of stewards designated for all areas shall not exceed the limitations imposed in Section 7.1 above.

F. When the Union wishes to appoint a steward from an area where release time would present serious operational problems or wishes to make an appointment that the University views to be counter-productive to the goals in this article, the President of the Local and the Labor Relations Manager for the University will meet to discuss an appropriate selection.

G. Area stewards who are relieved of their assignments or who cease to be employed in their assigned area may be replaced by a new steward appointed within the same area provided the total number of stewards in all areas is not thereby increased.

H. An area steward who is transferred to another area may continue to serve as a steward in the new area provided there shall then be not more than one (1) steward for each twenty-nine (29) bargaining unit members in the new area, excepting the designated one (1) steward per area.

I. A list of names of Union stewards and officers shall be furnished by the Union to the Labor Relations Manager for the University and maintained by the Union in an up-to-date status. The University shall not be required to recognize any person purporting to act as a steward or any other representative of the Union whose name does not appear upon the last list published by the Union.

J. The union may designate one of its stewards on every shift in each area to serve as a chief steward. Release for Chief Stewards shall be limited to University related matters.

7.3 Union Steward Training

A. The University agrees that recognized stewards of the union will be granted one day off with pay during each year of the agreement to attend steward training conducted by the union. Such training will be designated to enable union stewards to better understand and operate within the confines of the labor agreement, and to further achievement of the criteria set forth in Section 7.2A. Should an additional day of training for the same purpose be necessary, the University will grant an additional day without pay. The Union shall provide the Labor Relations Manager the names of those stewards they are requesting to have released for training at least one (1) month in advance. Chief stewards and lead chief stewards shall be permitted one (1) additional day off with pay each year for advanced steward training.

B. The parties contemplate in addition to the above training joint manager-steward training to further the goals of labor-management cooperation and collaboration. Stewards will be released with pay to attend any joint manager-steward training that is coordinated by the Union and University.

7.4 Union Steward Representation of Employees

A. An area steward will represent a bargaining unit member at the bargaining unit member's request, subject to the provision of this Agreement.

B. Chief stewards or lead chief stewards as designated by the union may replace or assist area stewards in processing grievances at the First and Second levels of this Grievance Procedure in the area to which they are assigned or in any other area when there is no chief steward or in any area where the area steward is on vacation or is absent and there is no other area steward available.

C. The Local Union President, or other official of the union who is not an employee of the University may replace or assist an area steward in processing grievances at the First Level.

D. When stewards require the advice of the Local Union President or official of the union who is not an employee of the University relative to a grievance matter, they will be permitted reasonable time off to consult with the President/official after they have first notified their supervisor and obtained permission to leave work. Consultations will be scheduled at such times as will not disrupt University operations but permission for time off for the steward will not be unreasonably withheld.

E. A union steward may be permitted to use a University telephone for the purpose of conducting union business, but only after obtaining permission to do so from the appropriate University administrator. Permission will not be unreasonably withheld.

7.5 Union-Management Meetings

A. The Union and the University agree that in the interest of promoting harmonious employee/management relations that it is desirable to hold periodic meetings between representatives of bargaining unit members and management. Such meetings may be held to discuss issues relating to the administration of the Agreement, problems of mutual concern, or conditions which cause misunderstandings. Union/management meetings will be exclusive of the Grievance Procedure provided in Article 8. 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.

B. Requests for union/management meetings shall be in writing to the other party prior to the meeting and shall include the proposed agenda for the meeting and in the case of requests by the Union, the names of any employees who will need to be released from duty.

1. The University shall be represented by the Labor Relations Manager or designee and such other management representatives as the Manager shall consider appropriate.
2. The Union shall be represented by The President of the Local and such bargaining unit members as the union and the University mutually agree are necessary for discussion of the agenda.

C. The time, date, and place of the meetings shall be mutually agreed upon by the parties. Meetings will be held every other month unless otherwise mutually agreed.

7.6 LABOR-MANAGEMENT COMMITTEES

A. The following labor-management committees will be established with one bargaining unit representative from each area listed. Bargaining unit representatives will be appointed by the union. Management representatives will be appointed by each business unit. A representative from the Office of Human Resources and one official of the Union who is designated by the Local President may also attend the committee meetings, provided that the employee is employed in the business unit whose meeting they are being asked to attend. Additional committees may be formed by mutual agreement. Regional campuses may establish labor-management committees which will meet at least twice annually.

University Medical Center

Material Systems

Facilities Engineering

Nutrition and Dietetics

Environmental Services

One additional area to be determined by the parties

Facilities Operations and Development

Building Services

Maintenance

Roads and Grounds

Utilities

Student Affairs

North Area

South Area

Olentangy Area

Fawcett Center for Tomorrow

Student Unions

Business Operations

Stores and Receiving

Transportation and Parking

Mail Services

The committees will usually meet once a month but may meet more often by mutual agreement of the parties. The meetings will usually last for 2 hours but may be extended by mutual agreement. The committees will be co-chaired by a Union and a University representative.

B. The purpose of the committees is to provide a means for continuing communication between the parties, promote jobs for the future and develop a climate of constructive Union-University relations. The meeting may include:

1. Discussions regarding the administration of this Agreement;
2. An opportunity to inform the Union of changes contemplated by the University which may have a direct effect on bargaining unit members;
3. An opportunity to inform the Union of future operational needs and programs of the University;
4. An opportunity for Union representatives to discuss the views of the bargaining unit members and to make suggestions on subjects affecting the membership;
5. An opportunity for the parties to discuss the problems that give rise to grievances and to discuss ways of preventing contract violations and workplace conflicts. (The parties agree that specific individual grievances will not be discussed);
6. A discussion for implementing methods and practices to increase productivity and to improve efficiencies;
7. A discussion on health and safety matters;
8. The committees may recommend alternatives to contracting where bargaining unit members can perform the work more efficiently and more economically;
9. To discuss other issues agreed to by the parties.

C. The committees should promote Continuous Quality Improvement (CQI) or similar programs designed to promote excellence of work quality and performance in serving the needs of the University's customers including students, patients, faculty, other employees and the general public. Bargaining unit members will be included in departmental CQI initiatives where appropriate.

D Committee meetings are not negotiations and may not alter the basic agreement.

7.7 Communication and Problem Resolution Guidelines

A. The University intends to notify the Union when decisions, external mandates, or other actions are likely to have a significant impact on bargaining unit members. The union should notify the University when it discovers workplace problems or issues which are likely to have a significant impact on bargaining unit members or the workplace operation. Notification of the Union should occur through the designated lead chief stewards or to appropriate union officials. Notification for the university should occur through appropriate managers or primary human resource contacts.

B. When notification of problems and issues occur, the University and the union agree to work in good faith to promote the achievement of the goals outlined in Section 7.1 and to minimize any adverse impact on the workforce and operation of the work unit.

C. The following sets forth examples of situations in which notification should occur:

1. **EXTERNAL MANDATES, ACTION, OR MANAGEMENT DECISION LIKELY TO HAVE A SIGNIFICANT IMPACT ON BARGAINING UNIT MEMBERS** - Communication can occur through the lead chief steward or other union officials depending on the scope of the issue. Alternatively the issue can be brought to the appropriate labor-management committee, or separate labor-management meeting can be initiated by either the union or the university.

2. **WORKPLACE PROBLEMS AND ISSUES THAT ARE NOT KNOWN BY MANAGEMENT** - (1). bargaining unit members are encouraged to bring these concerns directly to their supervisor. (2). bargaining unit members may bring these concerns to the lead chief steward for the area, who should notify the appropriate manager or human resources contact. (3). the bargaining unit member may submit the issue for discussion at the appropriate labor-management committee meeting.

In situations in which informal problem resolution is unsuccessful, the appropriate formal mechanisms of the grievance procedure or resolution of disputes procedure may be utilized to resolve the issue. the union and university may mutually agree to extend timelines on these procedures as needed to allow for the use of the informal steps outlined above. Either party may invoke timelines of the grievance procedure upon notification of the other party.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 The word "Grievance" as used in this Agreement refers to an alleged failure of the Management to comply with the provisions of this Agreement or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

8.2 A grievance, under this procedure, may be brought by any bargaining unit member. If a grievance is filed by a group of employees, the Union may choose three (3) bargaining unit members from the group to attend each level of this procedure.

8.3 No grievance may be processed under this article which is appealable to the State Personnel Board of Review or has been processed under Article 9, Resolution of Disputes, or any other Grievance Procedure. No grievance shall be taken to arbitration if the identical issue of the arbitration is pending before or has been decided by the State Employment Relations Board involving identical parties.

8.4 Bargaining unit members and/or stewards should first attempt to resolve a grievance informally with their immediate supervisor at the time the incidents which led to the grievance occurred or are first known by the bargaining unit member.

8.5 Members of the bargaining unit may choose the appropriate steward to represent them beginning with Level One of this Grievance Procedure. If a bargaining unit member brings any grievance to the University's attention beginning with Level One without first having notified the appropriate steward, the University representative to whom such grievance is brought shall not discuss the matter without the appropriate steward present.

8.6 Bargaining unit members who wish to consult with their area steward will be permitted to use a University telephone in their area to contact their area steward after receiving permission from their supervisor. Such permission will not be unreasonably withheld. An area steward will be granted reasonable time to consult with a bargaining unit member who has a potential grievance. If such a consultation requires time off for the bargaining unit member and/or the steward, such time off must be arranged at a time and for such duration as will not disrupt operations.

8.7 Bargaining unit members and/or steward leaving their work during regularly scheduled hours will be required to complete a sign-out form furnished by the University. The privilege of leaving work during normal working hours without loss of pay is granted with the understanding that the time off is subject to approval of the supervisor and will be devoted solely to the purposes defined herein and will not be abused. Approval for such time off will not be unreasonably withheld.

8.8 When the President of the Local or other official of the union who is not an employee of the University finds it necessary to personally investigate a grievance, which shall require consulting with a bargaining unit member or steward, prior to its potential submission at Step One, such investigation shall be conducted with the approval of the supervisor. Permission of the supervisor will not be unreasonably withheld. The nature of the potential grievance matter need not be revealed to the supervisor.

8.9 Pending resolution of any grievance processed under this Agreement, the bargaining unit members involved will comply with any work-related directive or order of their supervisor

unless such direction clearly involves circumstances which could result in bodily harm or harm to other employees.

8.10 All time limits referred to herein may be extended by mutual agreement between the appropriate steward and management representative.

8.11 The decisions of management representatives designated to hear grievances shall be final and binding provided such decisions fall within the scope of the representatives' authority. If a bargaining unit member agrees with such a decision and it is not carried out promptly, the Union may request a Resolution of Disputes hearing to resolve the matter.

8.12 A bargaining unit member shall attend Level One and Level Two grievance meetings. The union will provide the Office of Human Resources the name(s) of witnesses they are requesting to have released at least two (2) working days prior to the hearing.

8.13. The grievance form shall contain the grievant's name, classification title and department or working unit, phone number, a statement of the grievance and the remedy sought by the grievant. If violations of the Labor Agreement are charged, the specific section of the Agreement which has been allegedly violated must be included. Grievances which do not contain complete information as defined above will be returned within five (5) working days of receipt by the department human resources designee to the steward whose name appears on the grievance form. The grievance form shall be completed and resubmitted to the department human resources designee within five (5) working days of the date it was returned to the steward. Time limits will be extended accordingly.

8.14 Grievances will be processed only in the following manner:

A. LEVEL ONE

1. Bargaining unit members who believe they have a grievance will reduce the grievance to writing on a form provided by the university and their steward will submit such grievance to their department human resources designee within fifteen (15) working days after the event upon which the grievance is based or the discovery of such event. A supervisor against whom the grievance is not directed or department human resources professional will be designated to hear the first level grievance. Such individual will hold a meeting no later than ten (10) working days following submission of the grievance at which an attempt will be made to resolve the grievance.

2. Within ten (10) working days after the first level meeting, the supervisor or human resources designee will answer the grievance in writing on the grievance form and fax the first level response to CWA 4501's local union hall and return copies to both the grievant and the steward.

The union will verify that the steward and bargaining unit member have received the Level 1 response. If the bargaining unit member and the Union are not satisfied with the Level 1 decision, they may appeal said answer to Level 2 within ten (10) working days of the date the response was faxed to CWA local 4501's union hall. Such appeal to Level 2 shall include the

grievance form and a written statement explaining why the first level response is not satisfactory and the Article(s) of the Agreement which has/have been violated. The union shall fax appeals directly to the Labor Relations Manager. Grievances which do not contain complete information as defined above will be returned within five (5) working days of receipt by the Labor Relations Manager to the steward whose name appears on the grievance form. The grievance form shall be completed and resubmitted to the Labor Relations Manager within five (5) working days of the date it was returned to the steward. Time limits will be extended accordingly.

B. LEVEL TWO

1. The Labor Relations Manager, or designated representative, will hold a second level meeting, within fifteen (15) working days of the date of the union's faxed notice.

2. Grievances under articles 14.8 and 29.3 will be heard directly at Level Two. Such grievances must be filed within the timelines applicable to Level 1.

3. The grievant may be represented at this level by no more than two (2) employee representatives who shall be an area steward and/or chief steward from the grievant's area and no more than four other representatives who are not employees of the University as the Union may select. In the event there is no chief steward in the area concerned, a chief steward from another area may be substituted as one of the two (2) representatives. An attempt will be made at this level to resolve the grievance.

4. The Labor Relations Manager or designee shall request the attendance of those witnesses and/or management representatives which the Union shall have demonstrated are necessary for the presentation of the grievant's case. Such witnesses will not lose pay while attending meetings at this level.

5. Such documentary evidence as shall be pertinent to the grievance will be available at the hearing.

6. Within fifteen (15) working days after said meeting, the Labor Relations Manager will give the University's final written decision to the bargaining unit member with a copy to the Union and Chief Steward.

7. If the Union is not satisfied with the University's final decision, it may submit the grievance to impartial arbitration under the provisions of Article 10, by written notice to the Labor Relations Manager within thirty (30) working days after receipt of the Manager's final decision

8. Grievance meetings will start promptly as scheduled. The Labor Relations Manager or designee may not discuss the grievance with either party immediately prior to the grievance meeting without the presence of the other party unless otherwise mutually agreed.

8.15 In the processing of grievances, University representatives will hold hearings and will adhere to the time limits and in good faith contact the appropriate steward when rescheduling is needed.

ARTICLE 9 RESOLUTION OF DISPUTES

9.1 The parties to this Agreement recognize that disputes will arise relative to interpretation of this Agreement which cannot be appropriately resolved through Article 8, Grievance Procedure. This procedure will only be used for those disputes, the nature of which cannot be effectively resolved by the supervisor at Level One or by the administrator at Level Two of the Grievance Procedure.

9.2 The Union may request a hearing on the dispute by forwarding to the Labor Relations Manager within five (5) working days after the event upon which the dispute is based or discovery of such event, a letter requesting the hearing and shall also furnish:

- A. A statement outlining the dispute.
- B. Such facts concerning the dispute as the Union can provide which will substantiate the Union's position.
- C. A statement from the Union indicating that it wishes to have the dispute processed under this article and, therefore, waives the right to have the dispute processed through Article 8, Grievance Procedure.
- D. A list of the employees the Union wishes to have attend the hearing.
- E. Should the Union request attendance at the hearing of a management representative whose presence would have a direct bearing on the dispute, the requested representative or designee will attend.

9.3 No dispute may be processed under this article which is subject to appeal to the State Personnel Board of Review or which has been previously submitted as a grievance in any grievance procedure by the grievant.

9.4 Upon receipt of such a request properly submitted by the Union, the Labor Relations Manager or designee as soon as possible but not to exceed fifteen (15) working days from the date of receipt of the request, will arrange a meeting to hear the Union's arguments relative to the dispute, make such additional investigation as it deems appropriate and then, within fifteen (15)

working days following the hearing, render a decision for the University. Time limits may be extended by mutual agreement of the parties in writing.

ARTICLE 10 ARBITRATION

10.1 After receipt by the University of written notification of the Union's intention to proceed to arbitration, the parties will select an arbitrator by agreement. In the event an arbitrator is not selected by agreement, the parties will request the Federal Mediation and Conciliation Service ("FMCS") to provide a panel of seven (7) arbitrators each having an office in Ohio, from which the University and the Union will select an arbitrator by agreement. If agreement cannot be reached, the parties will select an arbitrator by alternately striking names. The party which is to strike first will be determined by agreement or, failing agreement, by a flip of a coin. If an arbitrator selected by the parties is not available to hear a case within 60 calendar days, the parties will confer and determine whether the last arbitrator stricken will be selected. If the parties cannot agree, then the flip of a coin will determine whether to use the last arbitrator stricken. If an arbitrator has still not been selected by this method then the parties will request the FMCS to provide another panel of (7) arbitrators to be selected from by alternative striking.

10.2 The University agrees to allow the grievant any necessary witnesses time off with pay to attend the hearing. Persons requested to attend the arbitration hearing who are regularly scheduled to work second or third shift will be scheduled first shift on the day of the hearing and released with pay for the duration of the arbitration hearing. The union will provide the University the name(s) of witnesses they are requesting to have released at least two (2) working days prior to the hearing. The scheduling of release of witnesses must be approved by the witness' immediate supervisor, subject to the operational needs of the department.

The Union shall provide to the University, in writing, any request for documents at least seven (7) working days prior to the date of the scheduled arbitration hearing if possible. All other 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:

- A. The cost of a stenographer/reporter as requested by the arbitrator or the parties thereto and the associated transcription costs. If a 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 then the total cost of such transcription shall be shared equally by both parties.
- B. The fees and expenses of the arbitrator used in the case.
- C. The fees and other charges which may come from any association from which an arbitrator is obtained.

D. Other expenses related to the arbitration proceedings.

10.3 The arbitrator shall be requested to submit a total accounting for the fees and expenses of arbitration as outlined above.

10.4 The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

10.5 Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement or a specific University policy as outlined in the Operating Manual shall be subject to arbitration. Arbitrators shall have no power to add to or subtract from or modify any of the terms of this Agreement or provisions of the Operating Manual, nor shall they substitute their discretion for that of the University nor impose on either party a limitation or obligation not specifically required by the express language of this Agreement or the Operating Manual. The arbitrator's decision shall be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein.

10.6 Prior to submission to arbitration pursuant to this article, the University and the Union shall meet and attempt to agree on and reduce to writing, the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. In the event the parties are unable to agree on the statement of the issue, it will be left to the arbitrator to frame the issue based on the evidence and arguments introduced.

10.7 The University will be responsible for notification to a grievant currently employed by the University of the time and place of the arbitration hearing. Grievants who are no longer employed by the University will be notified by mail to the last known address the University has in its HRIS system.

10.8 The Union and the University agree that it is important to process grievances in a timely fashion and to move promptly through the arbitration process. The procedure in 10.1 is intended to provide a prompt and economical arbitration process. Unless an extension is agreed to by all parties, any grievance which has not been assigned to an arbitrator within 120 calendar days of the date the request for arbitration is filed shall be deemed withdrawn.

10.9 The University shall permit necessary witnesses, the involved steward and the grievant(s) necessary and reasonable time off without pay for preparation of arbitration cases so long as the absence of the requested employee(s) will not adversely affect operations. Requests for time off under this section are to be submitted and processed under the provisions of Article 16, Leave.

10.10 The parties recognize that expedited arbitration may be helpful and to that end, by mutual agreement, may use the following expedited arbitration procedure for any issue. In addition, however, unless the parties agree otherwise the parties shall use the expedited arbitration process for any arbitration which involves disciplinary action issued by the appointing authority except termination.

All other provisions of this Article 10 apply to this expedited arbitration procedure, except with respect to Section 10.4 and there shall be no recordings, transcripts or briefs and decisions rendered shall not be considered as a precedent in any later arbitration. The following provisions shall comprise expedited arbitration, together with any other provisions which the parties may agree upon to encourage a prompt and efficient arbitration process:

- A. Both University and Union shall be limited to three (3) witnesses each and both are encouraged to use fewer.
- B. The arbitrator will be required to issue an immediate decision or a decision within three (3) days from the date of hearing.
- C. The arbitrator will normally hear at least two (2) grievances at each session unless mutually agreed otherwise.

10.11 By mutual agreement of the University and the Union, grievances and corrective actions for which the Union requested arbitration may be processed through grievance mediation.

10.12 The University and the Union will meet monthly to discuss grievances and corrective actions for which the Union requested arbitration. Either party may request the presence of a mediator from the Federal Mediation and Conciliation Service to assist the parties in resolving any unresolved disputes which are pending arbitration. The mediator will not issue a binding decision. These meetings will not be recorded and solutions agreed to will not be taken as a precedent, nor will any proposed solutions be utilized in any later appeal to arbitration.

ARTICLE 11 CORRECTIVE ACTION

11.1 No bargaining unit member shall, for corrective reasons, be reduced in pay or position, suspended, discharged or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office, nor shall such bargaining unit member receive any other form of corrective action except for just cause. Any dispute by a bargaining unit member regarding corrective action issued by the Appointing Authority shall be processed through Article 10. Such appeals shall be submitted by the Union within thirty (30) days of receipt of the action. All other disputes concerned with corrective actions will be processed through Article 8, Grievance Procedure.

11.2 When it is necessary to suspend, discharge, reprimand or demote a bargaining unit member, such action will be taken within forty (40) calendar days following the last alleged infraction. In the event of a serious incident, the forty (40) day time limit will begin upon the University's discovery of such incident. The University agrees that it will not unreasonably or arbitrarily delay in the processing of any contemplated corrective action. The provisions of this article shall apply only to actions taken for corrective reasons. Demotions as used in this article shall not mean demotions while on probation.

11.3 No bargaining unit members covered by this Agreement shall be given a suspension, removal or demotion order without first being given the opportunity to attend a hearing at which the bargaining unit members or their representative may show cause why they should not be suspended, removed or demoted. The University shall notify bargaining unit members of the date and time of the corrective action hearing, at their work place or most recent address of record.

The time limit referenced in Article 11.2 shall be extended if a bargaining unit member does not attend a scheduled pre-corrective action meeting. The time limit will be automatically extended for ten (10) days following the member's return to work.

The Local Union will be notified at least five (5) working days in advance of such hearing at which time copies of the charge or charges alleged shall be made available to the Union at the University's Office of Human Resources. The Local Union President, or official of the union who is not an employee of the University and a chief steward may attend such hearings without loss of pay. If the requested corrective action is of a serious nature, the chief steward may request the attendance of the area steward who has knowledge of the events leading to the corrective action. Such requests for the attendance of an area steward will be made through the Office of Human Resources at least two (2) days prior to the hearing. The area steward may attend without loss of pay. Scheduled hearing time will not be used for preparation time and the parties will make every reasonable effort to start hearings on time.

11.4 The principles of corrective action will be followed with respect to minor offenses as defined by the University.

A written reprimand will precede any suspension for such offenses and one or more suspension(s) will precede dismissal for such offenses. The steps are as follows:

Written Reprimand

First Notice ----- one day suspension

Second Notice ---- one day suspension

Third Notice ----- one day suspension (for members with eight
years or more of service)

Termination

A. The above steps may be eliminated in the case of major infractions. If a major infraction results in suspension the number of days issued will be commensurate with the level of notice. For example if the level is at second notice the member will receive a two day suspension.

B. For bargaining unit members with less than 18 months (active pay status), a written reprimand and only one first notice (one day suspension) are required to precede a termination for minor infractions.

11.5 Records of reprimands and First Notice Suspensions will become null and void one (1) year after issuance provided there have been no additional reprimands or suspensions during that one (1) year period.

11.6 Records of Second or Third Notice Suspensions will become null and void two (2) years after issuance provided there have been no additional reprimands or suspensions during that two (2) year period.

11.7 For purposes of records retained under Sections 11.5 and 11.6, time spent in an inactive pay status, such as leaves of absence or disability separation, will not be included in calculating the period of retention. Records rendered null and void under Sections 11.5 and 11.6 will not be considered for purposes of future corrective action or in making other personnel decisions regarding that bargaining unit member.

11.8 If the University's 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 will be made available for inspection by the bargaining unit member or by an appropriate union steward with written authorization from the bargaining unit member during normal working hours and within one (1) working day after receipt of the request.

11.9 Copies of all reprimands, notices of suspension, demotion or dismissal will be given to the bargaining unit member and copies of suspension, demotion or removal orders will be given to the Local Union President and the chief steward. A copy of a written reprimand issued to an employee for excessive absenteeism and/or tardiness will be given to the Union. All reprimands shall be issued in duplicate to the bargaining unit member.

11.10 Corrective action may be in the form of "working suspension" with pay.

11.11 During the duration of this agreement, the University and the Union may investigate alternative methods of corrective action which may be implemented upon mutual agreement.

ARTICLE 12 HOURS OF WORK AND OVERTIME

12.1 Forty (40) hours of work shall constitute a regular work week for full-time bargaining unit members which shall normally be scheduled over not more than five (5) days of eight (8) hours per day. Except in those areas where bargaining unit members have been previously otherwise scheduled, the eight (8) hours shall be consecutive. Once a bargaining unit member's work schedule has been posted for a particular week, it will not be changed during that week for the purpose of avoiding the payment of overtime. Where it has been past practice, the University

will continue to post tentative work schedules for two (2) or more weeks and wherever possible will develop bargaining unit member work schedules in excess of one (1) week.

12.2 It is understood that some departments and locations are regularly scheduled for more than one (1) shift per day, and for more than five (5) days per week. Therefore, bargaining unit members of these departments or locations may be scheduled for workweeks other than Monday through Friday. Such scheduling will be handled in strict accord with the provisions of this Agreement. Bargaining unit members hired after March 31, 1988 in departments and locations regularly scheduled Monday through Friday may be scheduled for workweeks other than Monday through Friday. Bargaining unit members hired before March 31, 1988 in departments and locations where work schedules were Monday through Friday as of that date will not have their work weeks changed involuntarily should the work week of the department or location change.

12.3 Eligible bargaining unit members called to report to work outside their regularly posted hours under instructions from their supervisor shall be entitled to a minimum of four times their regular hourly rate of pay regardless of the number of hours actually worked. When the point is reached where the actual hours worked provide compensation equal to the assured minimum, regular pay provisions shall apply.

12.4 Overtime

A. For purposes of this section, “overtime” shall be defined as a work assignment which causes a bargaining unit member to be in an active pay status for more than forty (40) hours in a pay week. Sick leave will not be considered active pay status for the purpose of calculating overtime pay except for bargaining unit members who work on a regional campus or who meet the criteria outlined in article 12.4(B).

B. Sick leave will be considered for the purpose of calculating overtime for absences as defined in 40.3(B) provided a written, signed sick leave request form stating the general nature of the appointment is submitted and acknowledged by the bargaining unit member’s supervisor at least 72 hours in advance of the appointment, and the employee has a sick leave balance of at least 100 hours at the time of the approval. Such absences will not exceed four (4) hours per occurrence unless otherwise required by the health care provider or for reasonable travel time, not to exceed eight (8) hours. Documentation verifying the examination, treatment, and any leave extension beyond four (4) hours must be submitted upon return to work. It shall be the employee’s responsibility to notify the departmental payroll person when overtime payments are to be adjusted for sick leave approved under this provision. Such notification must occur no later than the pay period following when the overtime was worked or no overtime will be paid. The employee’s claim will be verified and overtime payments adjusted, if necessary. Payments will be processed during the next regular pay cycle after notification is made.

C. A bargaining unit member shall be compensated at the rate of time and one-half their base rate of pay or may at their option be granted “compensatory time” on a time and one-half basis.

D. Compensatory time may accumulate to a maximum of 240 hours. Where provided by law, bargaining unit members may accrue 480 hours of compensatory time.

E. A bargaining unit member may elect to take compensatory time off at a time mutually agreeable to the employee and the University within 180 days after the overtime is worked. After the expiration of the 180 days or upon transfer to a different college/department, the compensatory time shall be paid out at the member's base hourly rate of pay.

F. Overtime opportunities for full-time bargaining unit members shall be equally distributed among such bargaining unit members who customarily perform the work assigned, and who are available for assignment. Any such bargaining unit member may reject routine or pre-scheduled overtime work provided another qualified bargaining unit member in the same classification is available for the assignment.

G. Overtime opportunities shall not be assigned to part-time bargaining unit members unless, at the time the University is required to assign the work, no full-time bargaining unit member who satisfies the criteria of 12.4 (B) above is available for the assignment.

H. It is recognized by the University and the Union that a variety of overtime recordkeeping systems exist. With respect to such records, the University agrees that wherever practicable, said records will be posted quarterly and will endeavor to post on a monthly basis. Wherever the University determines that it is impracticable to post such records they will be made available to a steward upon request. If it is determined that a bargaining unit member has not been given his overtime opportunity, it will be the sole obligation of the University to give preference to such bargaining unit member in future overtime assignments to correct the imbalance of opportunity.

12.5 A bargaining unit member who is authorized to work on a day observed as a holiday by the University Rules for the Classified Civil Service shall be paid according to those rules.

A. The following legal holidays are recognized by the University and observed on the days specified for other University employees by the Board of Trustees:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

B. If a holiday occurs while a bargaining unit member is on vacation or sick leave, such time shall not be charged against accrued vacation or sick leave balances.

12.6 Except where the availability of employees and operational needs make it impossible to so schedule, no bargaining unit member covered by this Agreement will be required to work more than five (5) consecutive days without a day off.

12.7 A. With respect to the provisions of Section 12.3, it is recognized that departments normally utilize bargaining unit members who volunteer for call-back assignments.

B. There may be times during which departments require bargaining unit members to be on standby or "on-call" and who must be immediately accessible by telephone or pager. In these instances bargaining unit members will be compensated, one (1) hour at their regular hourly rate of pay for each eight (8) hours of time spent in a standby status. These hours will not count toward the calculation of overtime as referenced in section 12.4A or call back pay as referenced in 12.3.

12.8 A. Residence and Dining Halls bargaining unit members hired before March 31, 1988 in departments and locations regularly scheduled Monday through Friday may be scheduled for work weeks other than Monday through Friday. If this occurs, those bargaining unit members shall not be required to work more than one weekend a month. Those hired after March 31, 1988 will be scheduled off at least one weekend a month.

B. The University agrees to continue its practice of scheduling Food Service employees in Hospital Dietary off duty every other weekend. Food Service employees in Hospital Dietary hired after March 31, 1988 will be scheduled off at least one weekend a month.

12.9 In departments where there exists a staffing shortage because of employees on medical leave of absence or a seasonal increase in the workload, temporary employees may be hired as a supplement to the workforce. Such employment will not exceed 180 days or for the duration of the illness or disability whichever is greater. This section does not apply to positions where the incumbent is on disability separation. It is not the intent of the University to erode the bargaining unit with temporary employees.

Temporary employees do not attain certification nor do they have any rights under this agreement except for payroll deductions and applicable benefit/wage provisions and checkoff.

ARTICLE 13 SENIORITY

13.1 Unless otherwise provided for herein, there shall be only one (1) form of seniority which shall be a bargaining unit member's total uninterrupted service with the University.

13.2 Bargaining unit members serving their initial probationary period shall be not covered by this agreement except for payroll deductions, and applicable benefit and wage provisions. Upon successful completion of the probationary period, bargaining unit members' seniority shall be retroactive to their date of hire. Length of probationary period shall be determined as follows:

A. Bargaining unit members shall be considered probationary employees for the first one-hundred eighty (180) days of employment in the same classification.

13.3 A bargaining unit member's seniority shall terminate if a bargaining unit member:

- A. Quits, or resigns.
- B. Is discharged for cause.
- C. Is laid off for a period of more than twelve (12) consecutive months.
- D. Fails to report to work as scheduled after a leave of absence or layoff.

13.4 The University will furnish to the Union, appropriate seniority lists when a bargaining unit member is scheduled to be laid off and, upon request, will provide applicable length of service data when bargaining unit members feel their rights have been abridged because of an improper recognition of their service with the University.

13.5 Pro-rated seniority for part-time bargaining unit members shall be calculated as follows, for time worked after the effective date of this Agreement:

$$\frac{\text{Total no. of hours in active pay status}}{\text{-----}} \\ \text{2080 hours}$$

for each year of employment.

ARTICLE 14 PROMOTIONS/FILLING OF VACANCIES

14.1 When a regular position covered by this Agreement becomes vacant because of retirement, quit, separation or the creation of a new position, and the University decides to fill such vacancy, the vacancy shall be filled in the following manner:

14.2 A notice of the vacancy will be posted on the Office of Human Resources website (<http://hr.osu.edu/>) and in two (2) locations per each business unit for a period of five (5) working days. At the time of such posting, a copy of the posting will be forwarded to the Union President.

14.3 Any bargaining unit member, other University employee or outside candidate may apply for the position on an application form to be furnished by the University. Bargaining unit members who are absent during the period of posting due to vacation, illness, leave of absence or layoff, may

make application for the posted position at any time during their absence or upon their return and will be considered provided the position has not already been filled and the successful applicant notified. The University may interview any candidate, but it shall guarantee interviews to the three (3) most senior bargaining unit member candidates.

14.4 The University will consider only applicants who meet the minimum job requirements listed in the approved job description for the posted position. The University will not be required to consider an application for a vacancy filed by an employee serving a probationary period.

14.5 Unless there is a bargaining unit member in the same classification whose job has been abolished, a posted vacancy will be awarded to the most senior bargaining unit member candidate who is already within the classification of the vacancy unless that individual can be demonstrated to be unqualified, or unless some other bargaining unit member candidate can be demonstrated to be substantially better qualified.

14.6 If the vacancy is not filled following the application of 14.5 above, the vacancy shall be filled by promoting the most senior bargaining unit member candidate unless:

- A. The most senior bargaining unit member candidate is not qualified pursuant to 14.7, or
- B. Some other bargaining unit member candidate can be clearly demonstrated to be better qualified, or
- C. A non-bargaining unit candidate is substantially better qualified than all bargaining unit member candidates.

14.7 Qualifications in this article, will be based on the candidate's experience, skill, ability, training, dependability and, if applicable, education.

14.8 When a vacancy is filled in accordance with this article, the University will notify all candidates via the Office of Human Resources website (<http://hr.osu.edu/>) of the status of the posting. Upon written request from the Union, the University will provide a written comparison of the grievant and the selected candidate according to the criteria listed above and will also furnish the University hiring date of the selected candidate. A bargaining unit member who was not selected may grieve under Article 8. Any such grievance shall be appealed within fifteen (15) days after receipt of the notice of non-selection directly to the Labor Relations Manager who will process the grievance at Level 2.

14.9 When a vacancy exists, it may create an operational inconvenience or emergency situation. In such event, the University may temporarily fill the vacancy in order to assure continued job coverage while the provisions of this section are being processed. In no case shall the vacancy be filled temporarily for a period longer than ten (10) weeks. Where the bargaining unit member temporarily filling the vacancy is in a classification beneath the classification of the vacant position, the member will be paid at the applicable rate for the vacant position during the period the vacancy

is being temporarily filled in accordance with applicable provisions of the University Rules for the Classified Civil Service.

14.10 In the selection of bargaining unit members for University sponsored training which is required in order to qualify a bargaining unit member for future promotion pursuant to this article, the University will apply the same selection criteria used for bargaining unit member promotion.

14.11 A. Bargaining unit members who apply for transfer to the University Medical Center will be drug tested after receiving a final offer of employment but prior to beginning work. Applicants will be informed of the physical examination and drug test at the time of a job offer.

B. The test results will be kept confidential and reported only as a failed physical. Bargaining unit members testing positive during a post offer drug test will not be subject to disciplinary action as a result of the finding.

C. Any bargaining unit member testing positive may be referred to a substance abuse program.

14.12 Civil Service, Medical and Psychological Exams

Bargaining unit members shall be released from work without loss of pay to complete required civil service, medical and/or psychological examinations used to qualify an employee to fill a university vacancy.

ARTICLE 15 REDUCTION IN FORCE

15.1 The Reduction in Force rules for this bargaining unit, except as noted below, shall be those rules set forth in Section 3335-81 of the University Rules for the Classified Civil Service.

15.2 Should any department of the University decide the layoff of a bargaining unit member(s) is necessary, the University will continue to make reasonable effort to avoid such reduction, not to exclude reassignment to duties outside their employing department and outside their current classification. In any event, the University will meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

All employees within a lower appointment category shall be laid off before any employee in the next or succeeding higher appointment category. The primary appointment categories, in the order of their priority from lowest to highest, shall be:

- (1) Seasonal employees;
- (2) Part-time regular employees;
- (3) Full-time regular employees.

15.3 Sections 3335-81-06 will not apply to this bargaining unit. The order of layoff will be determined by reverse seniority, as defined in Article 13 of this Agreement.

15.4 Bargaining unit members laid off as a result of the application of these rules may exercise displacement rights only within the bargaining unit. No employee outside the bargaining unit shall be permitted to displace any bargaining unit member by the application of the University Reduction in Force Rules.

15.5 Any dispute by a bargaining unit member regarding a reduction in force shall be subject to the Grievance Procedure and cannot be appealed to the State Personnel Board of Review.

ARTICLE 16 LEAVE

16.1 A. An unpaid leave of absence may be granted by the University up to a period of time not to exceed six (6) months and will be granted whenever practicable.

B. Bargaining unit members who have been granted a leave of absence under (A) above for the purpose of taking full-time employment with the Union, or to become Union President, may upon the expiration of their leave of absence voluntarily resign with the understanding that upon their application for reinstatement at any time within three (3) years of resignation, they will be re-hired in their old position or a position of like pay and status and will retain all rights and benefits as provided for in the University Rules for the Classified Civil Service.

C. The University agrees that it will grant a leave of three (3) years to the duly elected Local Union President and will extend such leave during continued service as President.

16.2 A leave of absence must be applied for and granted in writing at the time the leave commences unless emergency conditions preclude such notice. A request for a leave of absence to take full-time employment with the Union or for any other Union activity will be submitted by the Union directly to the Labor Relations Manager for consideration. The request will receive favorable consideration unless operations in the bargaining unit member's department would be adversely affected by the absence. A successive application for renewal will receive strong consideration.

16.3 A bargaining unit member may return to work prior to the expiration of any leave of absence without pay provided reasonable notice is given by the bargaining unit member, in writing, stating the date, time and place for the bargaining unit member to return.

16.4 Upon the expiration of a leave of absence, bargaining unit members will be returned to their formerly occupied position or a position in the same classification and pay status if their former position no longer exists.

16.5 If it is found that a leave of absence is not actually being used for the purposes for which it was granted, the University may cancel the leave and direct the bargaining unit member to return to work.

16.6 A. Bargaining unit members shall receive the amount of pay they would have received on their regular straight time basis for each day necessarily lost during their normal work week, not exceeding three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. Additional days will be granted upon a showing that circumstances require travel out of the surrounding area or a showing that an earlier return would work a hardship upon the employee.

B. Immediate family shall be defined as: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, legal guardian or other person who stands in place of a parent.

C. Any day for which a bargaining unit member receives pay under the provisions of this section shall be charged against such bargaining unit member's sick leave or vacation at the bargaining unit member's option.

16.7 Bargaining unit members who have completed their probationary period and who have exhausted their accumulated sick leave shall be granted a leave of absence for illness or disability, including pregnancy, for a period not to exceed six (6) months. The bargaining unit member shall furnish satisfactory medical proof of such said illness or disability, including pregnancy.

16.8 Provisions of the University Rules for the Classified Civil Service concerning disability leave shall be observed if disabling illness continues beyond the leave of absence.

16.9 Upon completion of a medical leave, including pregnancy leave, a bargaining unit member must provide the University with a doctor's certification attesting to the bargaining unit member's fitness to return to work.

16.10 A bargaining unit member covered by this Agreement will be granted time off from work without pay to attend international or state union conventions, union educational programs or union special events under the following conditions:

A. The leave must be for one of the reasons listed above.

B. The request must be submitted by the Union, in writing, to the Labor Relations Manager not less than one (1) full week prior to the week for which the leave is requested.

C. The leave will be granted only if the bargaining unit member's absence will not unduly hamper operations.

D. The leave is to be without pay.

16.11 The University will continue to comply with all applicable state and federal statutes and regulations relating to the employment rights of bargaining unit members on military service.

16.12 Bargaining unit members who are on an approved medical or pregnancy leave of absence will have their Hospitalization, Life Insurance, Accidental Death and Dismemberment, Surgical Medical and Major Medical Programs continued at no cost to the bargaining unit member during the period of leave provided the bargaining unit member has been employed by the University for a continuous period of one (1) year or more at the time the leave commences.

16.13 Family leave will be provided to bargaining unit members in accordance with University policy.

16.14 Required Physical or Psychological Exams

A. The University may require a bargaining unit member to take a medical or psychological examination, conducted by a licensed practitioner selected by the University to determine the physical or mental capability to perform the essential duties of the employee's position. The University may supply the examining practitioner with facts relating to the perceived disabling illness, injury, or condition, and may supply additional information including physical and mental requirements of the bargaining unit member's position, duty statements, job classification specifications, and position description. The University shall pay for the examination.

B. Any bargaining unit member who declines such an exam may be subject to corrective action.

16.15 Involuntary medical leaves

Bargaining unit members who are at work will be provided an opportunity to attend a meeting conducted by management before being placed on an involuntary medical leave without pay. At this meeting the bargaining unit member and the Union may show cause as to why the employee should not be placed on leave.

16.16 When a bargaining unit member becomes incapacitated and is unable to perform the duties of their position the University may, at its discretion, upon the request of the employee, transfer them to a vacant position of a same/similar or lower grade which they have the ability to fill.

ARTICLE 17 FEE AUTHORIZATION

17.1 The University will provide for bargaining unit members the fee authorization program as currently in effect.

17.2 Additional programs to include vocational training for the purpose of professional development and other two-year professional development programs may be implemented by the University upon consultation with the union.

ARTICLE 18 INSURANCE AND BENEFITS

- 18.1 A. The University will provide group health benefits to bargaining unit members on the same basis as such benefits are provided to all other University employees.
- B. Bargaining unit members who choose to participate in all or any part of the University-wide program of insurance benefits shall pay the employee's share of premiums, deductibles and other costs as established by the University.

Regular part-time employees with appointments of 50% or more shall pay premiums in the same manner as all other regular part-time employees of the University.

Beginning April 1, 2006 through March 31, 2009, employee members will continue to be eligible for the same health care benefits provided to all other University employees at the same employee costs as other University employees. However, the maximum bargaining unit member contribution percentage of the applicable premium for full-time members will not exceed 15% for the University core plan (previously referred to as the "base plan." This change in terminology brings no change in the intent of how bargaining unit members are covered by this plan.) Bargaining unit members enrolled in University plans other than the University core plan will pay the difference between no less than 70% but no more than 85% of the applicable premium for the University core plan and the total applicable premiums for the plan in which the member is enrolled, the amount to be determined in accordance with the University-wide plan design in place at that time.

Notwithstanding the foregoing, if the union, on behalf of all of its members in the Service and Skilled Trades units, chooses not to be a part of the core plan, it must notify the University as of APRIL 1, 2008. Upon ratification of this agreement, the University will provide information to the union on a continuing basis regarding the core plan as it becomes available.

If the union fails to opt out beginning April 1, 2008, bargaining unit members may be required to participate in specified preventive care, wellness, care management and related healthcare programs in order for the University to pay 85% of their core plan premiums. For bargaining unit members who do not participate in such programs, the University will pay no less than 70% of their core plan premiums. These requirements will be no different than what will be required of all other University employees. Regular part-time employees with appointments of 50% or more who elect the core plan shall pay premiums in the same manner as all other regular part-time employees of the University who are in the core plan.

The University will be charging a University-wide Health Care Committee to review and make recommendations regarding anticipated changes in the health care program. The president of the Union will have the opportunity to appoint one representative to the committee.

C. If the University determines an insurance premium holiday is appropriate, enrolled bargaining unit members will be included.

18.2 During the term of this Agreement, should the University consider changes in the area of employee benefits, such as health care programs, or specialized premiums, such as shift differentials, the University agrees to meet and discuss the contemplated changes with the Union at least 90 days prior to the effective date of the change.

ARTICLE 19 VACATIONS

19.1 It is the intent of the University to honor a bargaining unit member's requested vacation time whenever possible. Vacations will be scheduled at such times as shall be mutually agreeable to the bargaining unit member concerned and the University. The University reserves the right to limit the number of bargaining unit members permitted to be on vacation at any one time where the efficiency and operational needs of the facility will be disrupted.

19.2 When two or more bargaining unit members choose the same vacation time and operational needs require the limitation of the number of bargaining unit members who can be off, the most senior bargaining unit member will be given first choice.

19.3 A. When bargaining unit members request vacation at least 45 days in advance, they will be notified of approval/disapproval no later than 40 days before the requested time off. The provisions of 19.2 will apply to such requests except that if the bargaining unit member's vacation is approved as of 40 days before the requested time off, it will not later be changed because of the exercise of seniority provided in 19.2.

B. When a bargaining unit member requests vacation less than 45 days in advance, the University will consider such requests when operational needs permit. In these cases, the bargaining unit member will be notified no later than five (5) business days after the request for time off has been received by the immediate supervisor as to whether or not such time off can be granted. Once a bargaining unit member's vacation has been approved, it will not later be changed because of the exercise of seniority provided in 19.2.

19.4 Bargaining unit members who are absent due to illness or injury and who have exhausted their sick leave or bargaining unit members who have been granted a leave of absence will be permitted to charge such absence to their available vacation time.

19.5 Full-time bargaining unit members in an active pay status shall be entitled to vacation in accordance with the following schedule:

<u>Years of Services</u>	<u>Months of Service</u>	<u>Hours earned per year</u>
0 through 7	0 - 84	80 hours
7+ through 14	85 - 168	120 hours
14+ through 24	169 - 288	160 hours
24+	289 +	200 hours

Vacation may be accrued for the purpose of extending the vacation period or to carry over any unused vacation credit from a previous period. Such an accrual shall be limited to that amount earned in the three (3) years of service just completed.

19.6 Upon termination of employment, payment for accrued but unused vacation leave shall be made at the member's rate of pay at the time of termination, subject to the accrual limits stated in Section 19.5 of this article.

19.7 In the event of a bargaining unit member's death any earned but unused vacation for which the member was eligible to be compensated will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

19.8 Within the sole discretion of departmental management, vacation may be granted to cover emergency situations. More favorable consideration for such requests will be given if each of the following occur:

- the bargaining unit member makes the request as promptly as possible;
- the bargaining unit member provides a reasonable excuse for the request
- the bargaining unit member provides supporting documentation as requested and if available;
- the bargaining unit member does not have a history of making such requests;
- the bargaining unit member has a pattern of regular attendance.

19.9 If vacation is requested to attend the funeral of an aunt, uncle or cousin and adequate notice is provided, one (1) day of vacation to attend the funeral will not be unreasonably denied, provided documentation is provided, if requested.

ARTICLE 20 CLASSIFICATIONS

20.1 Bargaining unit positions shall be continuously reviewed by the University to determine the appropriateness of the classification and whether or not bargaining unit members are working

within their assigned classifications. The Union will represent bargaining unit members desiring to submit facts relative to their classification for consideration and will be afforded reasonable opportunity to do so. A quarterly report jointly prepared by the university and the union regarding the classifications being reviewed will be sent to the union President or designee and Associate Vice President for the Office of Human Resources.

20.2 The determination of whether the bargaining unit member is working within the bargaining unit–assigned classification shall be made by comparing the bargaining unit members’ actual job duties to the position specifications.

20.3 A. If, as a result of a job audit or classification review of a bargaining unit member's position, the position is determined to be improperly classified, the University will reclassify that position. The incumbent bargaining unit member will be awarded the position unless the member chooses to reject the new classification and remain in the original title.

B. The reclassification will be effective on the date of the issuance of the Appointing Authority's determination and the incumbent will not be required to serve a probationary period. The reclassification shall not be retroactive prior to the issuance of the Appointing Authority's determination.

Reclassifications will not be posted, but the Union will be notified when bargaining unit members' positions are reclassified.

20.4 The development of position specifications or specific job descriptions, the determination of promotional tests, the assignment of appropriate values to such tests, and the reclassification of bargaining unit members is the right of the University

When a bargaining unit member requests a classification review, the Office of Human Resources will attempt to render a decision within 45 calendar days of the time the request is submitted. In the event a decision is not given within 45 calendar days of the request being submitted to the Office of Human Resources, the request will be treated as if it has been denied and the bargaining unit member will be entitled to file a request for a hearing with the State Personnel Board of Review as described in Section 20.5.

20.5 When bargaining unit members' positions are reclassified, they shall be given notice in writing setting forth the proposed new classification, pay range and salary. Notwithstanding the provisions of Article 8.3, all reclassification issues shall be appealable to the State Personnel Board of Review. A bargaining unit member who desires a hearing shall file a written request, therefore, with the State Personnel Board of Review within thirty (30) days after receiving said written notification. Alternative methods of resolution of classification disputes may be implemented upon mutual agreement.

- 20.6 A. Whenever bargaining unit members are assigned to work in a higher level position for a continuous period of more than two (2) weeks, but not more than one hundred and eighty (180) days in any one (1) year period because of a temporary absence or vacancy, they will be paid at the minimum base rate for the higher position or at a rate that is at least five (5) percent, above their current base rate, whichever is greater, for the period the bargaining unit member occupies the position provided that the temporary occupancy is approved by the Office of Human Resources/Classification and Compensation. Temporary promotions because an incumbent is on sick leave or medical leave may continue during the period of sickness or disability. Persons temporarily promoted do not attain certification in the higher title. Temporary promotions do not apply to situations where the incumbent is on disability separation.
- B. When a bargaining unit member is assigned to work in a higher level position, the bargaining unit member's department will promptly notify the Office of Human Resources/Classification and Compensation and the bargaining unit member in writing of the temporary occupancy.
- C. If a bargaining unit member has occupied a higher level position for a period of more than two (2) weeks, the University will not deny the bargaining unit member the commensurate rate of pay because of improper notification by the bargaining unit member's department.

20.7 Skilled trades bargaining unit members in the Medical Center will be assigned exclusively to those titles listed in Appendix E.

ARTICLE 21 EMPLOYEE PERFORMANCE EVALUATION

21.1 If annual Employee Performance Evaluations are used for bargaining unit members covered by this Agreement, they shall be done in a fair and equitable manner.

21.2 Following a discussion with their supervisor concerning their evaluation, bargaining unit members will be granted five (5) working days in which to prepare any statement they wish to have added to the evaluation after which they may sign an acknowledgment that the evaluation has been discussed with them.

21.3 A copy of the completed annual Employee Performance Evaluation form will be furnished to bargaining unit members at the time they sign the form.

21.4 Upon request to their supervisor, bargaining unit members may have any personnel evaluations removed from their file except for the two (2) most current evaluations.

**ARTICLE 22
COURT LEAVE**

- 22.1 The University will grant court leave with full pay to any bargaining unit member who:
- A. Is summoned for jury duty by a court of competent jurisdiction, or
 - B. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the bargaining unit member is not a party to the action.

Reasonable notice shall be given by bargaining unit members, of the required absence, and they shall present proof of such summons or subpoena to their supervisor prior to or as soon as possible following their release from work. When serving on jury duty, bargaining unit members will be rescheduled to the first shift if they were regularly scheduled to work the second or third shift. Similarly a full-time bargaining unit member will be rescheduled to a Monday through Friday schedule as appropriate to effect a five (5) day work schedule. When bargaining unit members are released from jury duty more than four (4) hours before the end of the first shift they will notify their department immediately to determine whether they must report for work.

22.2 Bargaining unit members who are appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation time, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian.

22.3 A bargaining unit member who is the appellant in any action before the State Personnel Board of Review, State Employment Relations Board, the Workers' Compensation Board, and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

22.4 Bargaining unit members who are the victim of a verifiable violent criminal offense directed against their person, or against the person of a member of the employee's immediate family, with such criminal offense classified as a felony under state or federal law, shall be excused with pay for their necessary absence during a normal shift to appear as a witness in a criminal proceeding, with such appearance being the proximate result of the criminal offense.

**ARTICLE 23
REST PERIODS**

23.1 There will be two fifteen (15) minute rest periods in each regular shift each work day. 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, and they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

ARTICLE 24 CLEANUP TIME

24.1 The University will grant all bargaining unit members engaged in work necessitating cleanup, a five (5) minute cleanup period before lunch and another five (5) minute cleanup time before the end of the shift.

ARTICLE 25 UNIFORMS AND SAFETY EQUIPMENT

25.1 Wherever it has been the practice for the University to furnish and maintain uniforms for bargaining unit members, such practice will be continued for the life of this Agreement.

25.2 The University will continue to provide the proper safety equipment, protective clothing and foul weather gear to those bargaining unit members who are required to use the equipment in the performance of their job assignments. Employees shall not be disciplined for reasonable failure or refusal to engage in unsafe practices that would violate applicable federal, state or local safety laws or university regulations.

25.3 Departments may implement a system where employee members are given vouchers to purchase their uniforms directly from uniform companies rather than the uniforms being fitted and distributed by the department. Departments will meet with the union and give ninety (90) days notice before implementing such a program.

ARTICLE 26 MEALS

26.1 Bargaining unit members who, on the date of the signing of the agreement had special meal privileges, will continue to be provided meals.

ARTICLE 27 PARKING PERMITS

27.1 Should the University contemplate an increase in parking fees, or to begin charging for parking in areas where bargaining unit members currently park at no cost, the Union will be

notified of such proposed increase and provided an opportunity to provide input prior to the effective date of the change. At such times the University and the Union may also discuss proposals for changes in parking such as remote parking and transportation problems at the University.

27.2 Bargaining unit members whose normal parking facilities are not available because of athletic events will be informed about alternate parking or issued special parking permits to allow them access to parking within reasonable proximity to their work.

27.3 The University will make available to the Union, three (3), thirty minute delivery permits. The Union and users of the permits must comply with all requirements applicable to such permits and their use.

ARTICLE 28 BULLETIN BOARDS

28.1 A. Where there are bulletin boards for University employees, a reasonable amount of space will be reserved for the Union.

B. CWA may also have access to the Community Bulletin Board maintained by University Relations on the same basis and same rules/guidelines as University units.

28.2 All Union material posted must relate to the following:

- A. Union recreational and social affairs.
- B. Union meetings.
- C. Union appointments.
- D. Notice of Union elections.
- E. Results of Union elections.
- F. Any other materials authorized by an officer of the Union and the Labor Relations Manager.

28.3 Posted material shall not contain any personal attacks upon individual staff or scandalous or scurrilous attacks upon the University.

28.4 University facilities will be made available to the Union in accordance with the Operating Manual and Office of Scheduling procedures.

ARTICLE 29 SAFETY

29.1 The University and Union agree that the safety of all employees is a matter of highest importance, and that each will promote and encourage safety in all matters, including promoting

Ohio OSHA compliance and safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees, and the Union and the University will cooperate in encouraging employees to observe applicable safety rules and practices. The University will not assign any employee to engage in any activity in violation of applicable safety laws, rules and regulations. Bargaining unit members and supervisors who fail to observe safety rules, or cause other employees not to observe them, may receive corrective action.

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

29.3 Grievances which clearly involve circumstances that could result in bodily harm, will be processed beginning at Level Two of the Grievance Procedure.

29.4 The University will provide employees with appropriate safety equipment and training when required in connection with an employee's assigned duties. Whenever such safety equipment is provided by the University, an employee shall be required to use and care for it. The University will not require an employee to operate or use equipment or material which a reasonable person in the exercise of ordinary care would know would cause injury to anyone.

29.5 Employees shall not be disciplined for reasonable failure or refusal to engage in unsafe practices which would violate applicable federal, state or local safety laws or University regulations.

29.6 All employees shall as soon as possible report unsafe working conditions or equipment to their supervisors. Any employee involved in an accident or injury regardless of severity shall report the incident and any injury sustained in accordance with the Ohio Occupational Safety and Health Administration (OSHA) along with applicable University procedures. The employee and the supervisor shall, as soon as possible, make out an accident report on the form provided by the University, including mention of all witnesses to that accident, and a copy shall be given to the employee.

29.7 The University shall provide employees information and training regarding toxic or hazardous substances as required by law. Employees engaged in maintenance, repair or renovation who may work around asbestos-containing or other hazardous materials will be instructed in proper procedures before work is to begin.

ARTICLE 30 CONTRACTING

30.1 It is not the University's intent to contract to the harm or detriment of its employees. However, the University reserves the right to contract for goods and services to the extent not

inconsistent with applicable law. The Union reserves the right to take appropriate legal action if it considers such to be necessary.

30.2 Where the University engages in contracting for goods and services, no bargaining unit member covered by this Agreement shall, as a result thereof, be laid off or suffer a reduction in pay.

30.3 During the term of this Agreement, the University will post and hire persons to fill positions in the classification titles listed in Appendices A, B and E as may be necessary and economically feasible.

ARTICLE 31 NO STRIKE - NO LOCKOUT

31.1 During the term of this Agreement, there shall be no strike, slowdown or work stoppage, boycott, picketing, stay-home or other interruption or interference of a like or similar nature with the work of the University. The Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, threaten or condone any of such actions.

31.2 Under no circumstances shall the University, its officials or its supervisors threaten or directly or indirectly cause, instigate, support, encourage or condone a "lockout" of bargaining unit members.

ARTICLE 32 PAYCHECKS

32.1 The University's preferred method of payroll delivery is direct deposit. Bargaining unit members who sign up for direct deposit will have access to their pay stub information via the Office of Human Resources website, telephone via the Interactive Voice Response System (IVR) or fax.

32.2 Bargaining unit members who sign up for direct deposit will have their paycheck funds available on payday. Bargaining unit members who are not signed up for direct deposit will have their paycheck mailed to them on payday to the home address that is on record in the University's HRIS system.

32.3 Bargaining unit members will have access to view their pay check data two (2) calendar days before the scheduled payday via the Office of Human Resources webpage, Interactive Voice Response System (IVR) or fax.

32.4 When a bargaining unit member's regular and/or overtime pay is inaccurate by more than \$50 through no fault of their own, the Office of Human Resources, Payroll Services, upon verification and notification by the member's department, shall make reasonable effort to issue

an off-cycle check as soon as possible but no later than the next scheduled off-cycle processing day.

32.5 Pay corrections not covered under Article 32.4 will be made on the next regular pay check for the bargaining unit member.

ARTICLE 33 TRAINING

33.1 The University and the Union will continue the joint labor-management training committee consisting of (5) bargaining unit members provided they are each from a different business unit and (5) University representatives during the term of this Agreement. The committee will meet at least quarterly to identify and propose recommendations with respect to joint training initiatives. The committee will examine existing training programs in both the public and private sector and compile interim reports regarding future possibilities for training.

33.2 The Committee may, for the purpose of achieving affirmative action objectives, establish internships or other training programs.

33.3 The Union and the University will establish a subcommittee of each labor-management committee which will review the training and development needs of bargaining unit members. These subcommittees will identify and propose recommendations with respect to training initiatives.

33.4 The union and the university agree that when this committee meets, minutes shall be kept and reported to the Labor Relations Manager and the President of CWA Local 4501.

33.5 The Union and the University may agree to participate in the Workforce Development program offered by the State of Ohio and OCSEA.

ARTICLE 34 DIRECTORY

34.1 The Union will be furnished a copy of the University Faculty and Staff Directory and the Hospitals Directory upon the signing of this Agreement and at each revision thereafter.

ARTICLE 35 EMERGENCY CLOSING

35.1 When inclement weather or other emergency conditions require the closing of all or part of the University, bargaining unit members who are scheduled to work will receive their regular

compensation for any straight time hours they are not permitted to work. This provision shall not apply to reductions in force executed pursuant to University Rules for the Classified Civil Service.

35.2 When bargaining unit members are unable to report to work because emergency conditions prevent them and such emergency has been declared by state or local authorities authorized to make such declaration, such affected bargaining unit members may receive accrued vacation or compensatory time pay for any straight time hours they are unable to work, provided that appropriate call-in procedures are followed.

ARTICLE 36 PERSONNEL INFORMATION SYSTEM

36.1 Except as indicated below, the University will permit a bargaining unit member or an attorney who presents a signed written authorization from the bargaining unit member, to inspect personnel information of which the bargaining unit member is the subject.

36.2 With the bargaining unit member's permission, a union steward or other Union official may be present with the bargaining unit member during such inspection.

36.3 Such inspection may be made only twice each calendar year and at times when such records are reasonably available for inspection.

36.4 If a bargaining unit member requests access to medical, psychiatric or psychological information, the University will disclose the information only to the bargaining unit member's personal physician, psychiatrist or psychologist, or to an attorney who presents a signed written authorization made by the bargaining unit member and not to the bargaining unit member making the request.

36.5 Copies of such inspected material will be provided to bargaining unit members, their attorney, physician, psychiatrist or psychologist, upon request and upon the payment of a reasonable charge not to exceed the cost of reproduction or ten (10) cents for each copy of each page of each document, whichever is less.

36.6 The University shall immediately notify any bargaining unit member when any personnel information on the bargaining unit member is made available to any person under compulsory legal process. Bargaining unit members will be notified of the placement of any adverse information in their personnel file.

36.7 A. If bargaining unit members dispute the accuracy, relevance, timeliness, or completeness of the Personnel Information pertaining to them that is maintained by the University, they may request in writing to their supervisor that the University investigate the current status of the information. Within ten (10) working days, the University will notify the bargaining unit member in writing of the results of their investigation and the action

they plan to take with respect to the disputed information. The University shall delete any information that it cannot verify or that it finds to be inaccurate.

B. If after such determination, the bargaining unit member is not satisfied, the University shall:

1. Permit the bargaining unit members to include within the system a brief statement of their position on the disputed information, or
2. Permit bargaining unit members to include within the system a notation that they protest that the information is inaccurate, irrelevant, outdated, or incomplete.

ARTICLE 37 REASSIGNMENTS

37.1 The University may reassign bargaining unit members from one job assignment or work area to another within a department. Such reassignments, whenever possible, shall be effected on a voluntary basis. If there are no volunteers for the necessary reassignment, the University will, in effecting an involuntary reassignment, consider the seniority of bargaining unit members and whenever practicable permit the bargaining unit member to reject such reassignment providing he or she is senior to another bargaining unit member within the department.

37.2 The University may reassign bargaining unit members from one shift to another or from one department to another when the University determines such action is necessary. In making such reassignments, the seniority of the bargaining unit member involved will govern and a bargaining unit member may reject the reassignment provided he is senior to another bargaining unit member on the same shift or in the same department who is qualified to perform the necessary work.

37.3 In those areas where the University determines a temporary staffing shortage exists because of absenteeism, when practical the University will first seek volunteers to overcome the shortage. If no volunteers are found the University may temporarily reassign bargaining unit members without regard for seniority for a maximum of two (2) working days.

If the temporary staffing shortage continues for longer than two (2) working days either a different bargaining unit member must be used to fill the operational shortage up to a maximum of two (2) working days per bargaining unit member, or the provisions of Article 37.1 will be followed.

ARTICLE 38 NEGOTIATION TEAM

38.1 Members of each team shall be limited to not more than fourteen (14) participants. Should the Union team include University employees who would otherwise be scheduled to work on the

day of the meeting such employees' work schedule for that day shall be as approved by the Labor Relations Manager and they will not be required to perform other duties.

38.2 The number of University employees who will be permitted time off from normally assigned duties to attend discussion meetings as representatives on the Union team shall be limited to not more than seven (7) at any one meeting of which not more than one (1) shall be from any one department. A department shall be defined by the departmental rosters submitted to the Union for dues checkoff purposes.

38.3 Under no circumstances will employees be considered in a work status while traveling to or from the place of meeting. Employees scheduled to attend such meetings in lieu of performing their regular duties will not be required to check in or out at their normal place of work on meeting days.

ARTICLE 39 DURATION

39.1 This Agreement shall be effective from April 1, 2006 until and including March 31, 2009.

39.2 Not less than ninety (90) days prior to the termination of the Agreement, the parties shall meet for the purpose of discussing the terms and conditions of a new Agreement. Should the parties fail to reach an Agreement thirty (30) days prior to the termination date, they shall jointly request the Federal Mediation and Conciliation Service or the State Employment Relations Board to assist them in reaching a settlement.

39.3 In the event the parties have not reached a new Agreement by the termination date, the Union and its members shall have the right to strike in accordance with the provisions of Chapter 4117 of the Revised Code, provided that CWA shall give ten (10) days prior written notice of any intent to strike to the University and the Ohio State Employment Relations Board.

39.4 The provisions of Sections 39.2 and 39.3 of this Agreement constitute the sole and exclusive means for resolution of any negotiation impasse between the parties, and shall supplant any provisions of Chapter 4117.14 of the Revised Code which might otherwise apply.

ARTICLE 40 SICK LEAVE

40.1 The Union and the University agree that regular attendance at work by each bargaining unit member is necessary in order to maintain continuous, efficient University services and operations and to prevent hardships on other employees. The Union and University also agree that it is of mutual benefit to expedite the processing of sick leave requests of bargaining unit members.

40.2 Sick leave is an insurance type of benefit. Bargaining unit members accrue sick leave at 4.6 hours of sick leave for each 80 hours in an active pay status. It is not expected that bargaining unit members will routinely use sick leave as fast as it accrues, but rather that bargaining unit members will accumulate sick leave to the extent possible to serve as "insurance" in the event of such illness or injury.

40.3 Sick leave shall be authorized only for the following reasons:

A. Illness or injury of:

- (1) the bargaining unit member; or
- (2) immediate family members

B. Medical, dental, or optical examination or treatment of:

- (1) the bargaining unit member; or
- (2) immediate family members

C. Exposure of the bargaining unit member to a contagious disease which could be communicated to others.

40.4 "Immediate family" is defined in Section 16.6(B).

40.5 Sick leave will be approved provided the bargaining unit member complies with the following:

A. Compliance with departmental call-in requirements. Departmental call-in procedures shall be as follows:

(1) When bargaining unit members are unable to report to work, they shall notify their immediate supervisor, other designated person, or designated voice mail system as determined by each department during the four (4) hour period immediately preceding the time they are scheduled to report to work on the first day of absence, except that if a bargaining unit member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.

(2) When bargaining unit members work in a department of the University which operates twenty-four hours a day, seven days a week, are unable to report for work, they shall notify their immediate supervisor, other designated person or designated voice mail system as determined by each department at least two hours before the time they are scheduled to report to work on the first day of absence, except that if a bargaining unit member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.

(3) Bargaining unit members who work in patient care areas shall notify their immediate supervisor or other designated person as follows:

- a. First shift - notification by 5:00 a.m.
- b. Second shift - notification by 12:00 noon
- c. Third shift - notification by 6:00 p.m.

(4) Subsequent notification beyond the first day of absence will be governed by the nature of the circumstances and the requirements established by the college/department.

(5) Each bargaining unit member shall be provided at least one telephone number for purposes of call in.

B. Submission of a written, signed sick leave request form specifically setting forth the reasons from 40.3 above for the use of sick leave (on a form provided by the University). Such request forms must be completed in full and submitted to the departmental reporting authority no later than the day the employee returns to work.

C. If sick leave is used pursuant to 40.3B above, documentation verifying the examination or treatment must be submitted with the OSU Leave Request form.

D. If medical attention is required, a certificate stating the general nature of the illness or injury from a health care provider must be submitted with the OSU Leave Request form. A health care provider must be licensed by the State to deliver health care services. Health care providers are a doctor of medicine, osteopathy, dentist, clinical psychologist, social worker, optometrist, podiatrist, chiropractor, nurse practitioner, nurse mid-wife, or christian science practitioner who certify within the scope of their practice.

E. If a bargaining unit member requests sick leave benefits for an absence of three (3) or more consecutive complete scheduled work shifts, the bargaining unit member must submit with the OSU Leave Request form either:

- (1) A certificate from a health care provider as defined in section 40.5(D), stating the general nature of the illness, the date of medical treatment and the dates that the bargaining unit member was medically unable to perform the normal work duties; or
- (2) A certificate from a health care provider as defined in section 40.5(D) verifying the illness or injury of an immediate family member.

40.6 Sick leave which has been approved will be paid provided sufficient sick leave has been accrued to cover the absence.

40.7 Failure to comply with the requirements of Section 40.5 will result in the disapproval and non-payment of sick leave pay, except that if a bargaining unit member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.

40.8 The following shall be just cause for disciplinary action under Article 11 whether or not the sick leave has been approved and/or paid:

- A. Falsification of the Sick Leave Request form or required certificate.
- B. Excessive absenteeism. Regular attendance at work is expected from all bargaining unit members. The University may consider several different factors in determining excessive absenteeism, including but not limited to the following:
 - (1) The overall attendance record of the bargaining unit member. The use of approved vacation time will not be considered when determining excessive absenteeism, except for the use of vacation in lieu of sick leave under Section 19.4.
 - (2) Patterns of absence, e.g. absence in conjunction with days off, in conjunction with particular work assignments, or other identifiable patterns.
- C. Bargaining unit members may not be disciplined for use of approved Family Medical Leave.
- D. Bargaining unit members may not be disciplined for absences as defined in 40.3B provided a written, signed, sick leave request form stating the general nature of the appointment is submitted and acknowledged by the bargaining unit member's supervisor at least 48 hours in advance of the appointment and the employee has a sick leave balance of at least 80 hours at the time of the approval. Such absences excluded from disciplinary action will not exceed four (4) hours per occurrence unless otherwise required by the health care provider or for reasonable travel time, not to exceed eight (8) hours. Documentation verifying the examination, treatment, and any leave extension beyond four (4) hours must also be submitted no later than the day the employee returns to work.

40.9 The University strongly encourages the use of non-traditional/flexible work arrangements as one approach to supporting staff and their work/life effectiveness, to improving staff morale, and to recruiting and retaining a high quality workforce. Bargaining unit members are encouraged to proactively bring mitigating circumstances to the attention of their supervisor for the purposes of discussing flexible work arrangements or the approval of vacation time to avoid absences that could be subject to corrective action.

40.10 If sick leave has been disapproved for any day because the bargaining unit member failed to report to work and failed to call in, i.e. "No Call, No Show," then, in addition to not being paid for the day, the bargaining unit member will also be subject to disciplinary action under Article 11.

40.11 Except as set forth in 40.8 and 40.9 in this Article, use of sick leave shall not be just cause for disciplinary action.

40.12 In circumstances involving lengthy and/or chronic disabilities in which bargaining unit members are unable to perform the duties of their position, a medical leave or disability separation may be granted under the provisions of Sections 16.7, 16.8, 16.9, and 16.12 of this Agreement.

40.13 During the duration of this agreement the University and the Union may investigate or pilot alternative systems related to attendance. Such systems may include:

1. Alternative corrective action procedures for attendance.
2. Rewards/incentives
3. Alternative attendance programs such as Paid Time Off plans.

Such programs may only be implemented by mutual agreement.

ARTICLE 41 WAGES

41.1 Bargaining unit members employed by the Medical Center will receive pay increases on their OSU anniversary date unless otherwise specified in this agreement. Bargaining unit members other than those at the Medical Center will receive pay increases effective pay period 1 unless otherwise specified in this agreement.

41.2 A. Base Wage Increases for bargaining unit members hired June 24, 2006 or earlier:

1. The following hourly pay increases are set forth:

<u>Fiscal Year 2007</u>	<u>Fiscal Year 2008</u>	<u>Fiscal Year 2009</u>
\$0.25	\$0.50	2%

2. Fiscal Year 2007 - additional hourly base pay adjustments; not affected by the pay range maximums:

- a) Bargaining unit members whose continuous service date is 6/24/81 or earlier will receive an additional 75 cents per hour increase on their hourly base pay effective pay period 1.
- b) Bargaining unit members whose continuous OSU service date is 6/25/81 through 6/24/91 will receive an additional 50 cents per hour increase on their hourly base pay effective pay period 1.

c) Bargaining unit members whose continuous OSU service date is 6/25/91 through 6/24/01 will receive an additional 25 cents per hour increase on their hourly base pay effective pay period 1.

3. Appendix G Increases -- Bargaining unit members who achieve 5, 15 and 25 years of continuous OSU service during fiscal years 2007, 2008 and 2009 will receive additional increases to their base hourly rate as outlined in Appendix G effective on the bargaining unit member's applicable OSU anniversary date. These increases will not be affected by the pay range maximums.

4. Fiscal Year 2009 - additional hourly base pay adjustments:

Bargaining unit members are eligible for additional hourly base pay adjustment based on performance, as detailed in side letter 15.

B. Differentials

In addition, University units may offer shift or weekend differentials to bargaining unit members within their unit in an amount mutually agreed to by the University and the Union. The establishment of shift or weekend differentials in one unit shall not require the establishment of shift or weekend differentials in any other University unit. If shift or weekend differentials are offered, they will be paid at not less than the following rates:

<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>
\$0.75	\$0.80	\$0.85

C. If shift differential is offered by a unit, it will be paid to bargaining unit members who work a minimum of four (4) consecutive hours between 3 p.m. and 8 a.m. Shift differential will only be paid for those hours worked between 3 p.m. and 8 a.m.

If a weekend differential is offered by a unit, it will be paid to bargaining unit members for hours worked between the hours of 11 p.m. Friday and 11:30 p.m. Sunday.

41.3 Pay range entry rates shall be increased by 5% in fiscal year 2007, 5% in fiscal year 2008 and by 5% for fiscal year 2009. The resultant new tables are shown in Appendices C and D.

Appendix C
Pay Ranges for Service Employees

Fiscal Year 2007			Fiscal Year 2008			Fiscal Year 2009		
Pay Range	Minimum	Maximum	Pay Range	Minimum	Maximum	Pay Range	Minimum	Maximum
01	8.35	14.17	01	8.77	14.17	01	9.21	14.17
02	8.83	14.96	02	9.28	14.96	02	9.75	14.96
03	9.32	15.80	03	9.79	15.80	03	10.28	15.80
04	9.86	16.73	04	10.36	16.73	04	10.88	16.73
05	10.30	17.47	05	10.82	17.47	05	11.37	17.47
06	10.84	18.38	06	11.39	18.38	06	11.96	18.38
07	11.88	20.15	07	12.48	20.15	07	13.11	20.15
08	12.63	21.41	08	13.27	21.41	08	13.94	21.41

Appendix D
Pay Ranges for Skilled Trades/Maintenance Employees

Fiscal Year 2007			Fiscal Year 2008			Fiscal Year 2009		
Pay Range	Minimum	Maximum	Pay Range	Minimum	Maximum	Pay Range	Minimum	Maximum
04	10.24	17.35	04	10.76	17.35	04	11.30	17.35
05	10.75	18.23	05	11.29	18.23	05	11.86	18.23
06	11.30	19.17	06	11.87	19.17	06	12.47	19.17
07	12.27	20.79	07	12.89	20.79	07	13.54	20.79
08	13.48	22.86	08	14.16	22.86	08	14.87	22.86
09	14.15	24.00	09	14.86	24.00	09	15.61	24.00
10	14.85	25.21	10	15.60	25.21	10	16.38	25.21
11	16.54	28.05	11	17.37	28.05	11	18.24	28.05
12	18.98	32.20	12	19.93	32.20	12	19.93	32.20

* Entry rates may be higher if Appendix F is applied.

41.4 The base pay adjustments in sections 41.2(A)(2), 41.2(A)(4) and Appendix G are not limited by pay range maximums. All other base pay adjustments are subject to the following rules regarding pay range maximums.

- A. Bargaining unit members whose pay rate equals or exceeds the maximum of the pay range will receive one half of the adjustment.
- B. If an increase to a pay rate that is below the maximum results in a calculated pay rate that is higher than the maximum, the bargaining unit member's base hourly rate of pay will be increased to the maximum. Half of the difference between the calculated rate and the maximum will be added to the bargaining unit member's base rate of pay.

41.5 Minimum pay rates

Bargaining unit members not employed by the Medical Center receive the greater of the application of 41.2(A)(1) or the rate below.

Pay rates of bargaining unit members employed by the Medical Center that are below the minimum on pay period 1 will be adjusted to the minimum.

Effective pay period 1 of Fiscal Year 2007

<u>Date of hire or transfer</u> <u>Or Date of Transfer into Bargaining Unit</u>	<u>Minimum Rate</u>
6/12/04 or earlier	\$1.00 above entry
6/13/04 -- 6/11/05	\$0.50 above entry
6/12/05 -- 6/24/06	Entry

Effective pay period 1 of Fiscal Year 2008

<u>Date of hire</u> <u>Or Date of Transfer into Bargaining Unit</u>	<u>Minimum Rate</u>
6/11/05 or earlier	\$1.00 above entry
6/12/05 -- 6/24/06	\$0.50 above entry
6/25/06 -- 6/23/07	Entry

Effective pay period 1 of Fiscal Year 2009

<u>Date of hire</u> <u>Date of Transfer into Bargaining Unit</u>	<u>Minimum Rate</u>
6/14/03 or earlier	\$1.25 above entry
6/15/03 -- 6/24/06	\$1.00 above entry
6/25/06 -- 6/23/07	\$0.50 above entry
6/24/07 -- 6/21/08	Entry

41.6 For bargaining unit members hired above entry per Appendix F after June 24, 2004, their pay amount will be at least the amount they were hired above entry plus the applicable amount in the chart in section 41.5.

41.7 At any time during the term of this Agreement the University can propose an equity wage adjustment based on external or internal market comparisons and, if the Union agrees, can implement the adjustment. Nothing in this section creates any entitlement for any bargaining unit member to wages other than those specified in this Agreement.

41.8 New hires may be placed at the appropriate rate of pay based upon their years of work experience in accordance with Appendix F.

41.9 The University may establish departmental incentive programs for bargaining unit members upon agreement with the Union.

41.10 Unless otherwise specified in this Agreement, the payroll procedures of the University Rules for Classified Civil Service will prevail.

41.11 When a change in classification results in advancement to a higher range within Appendix C and D of this Agreement, the bargaining unit member will be paid at least a 5.0% pay increase subject to the other provisions of Article 41.

41.12 Promotional pay increases may exceed 5.0% but shall not be greater than 10% unless agreed to by the Union.

41.13 If effective pay period 1, fiscal year 2009, the aggregate percentage annual increase for campus, non-bargaining unit Classified Civil Service staff exceeds the aggregate percentage for campus bargaining unit members, the rate of pay for campus bargaining members will be increased to effect the higher percentage. Aggregate comparisons include across the board increases, moves to minimum pay levels, performance increases and continuous service credit increases. This will be computed as an across the board cents per hour increase applied to all bargaining unit members and is not subject to department discretion.

41.14 If effective pay period 1, fiscal year 2009, the aggregate percentage annual increase for Medical Center, non-bargaining unit Classified Civil Service staff exceeds the aggregate percentage for Medical Center bargaining unit members, the rate of pay for Medical Center bargaining members will be increased to effect the higher percentage. Aggregate comparisons include across the board increases, moves to minimum pay levels, performance increases and continuous service credit increases. This will be computed as an across the board cents per hour increase applied to all bargaining unit members and is not subject to department discretion.

41.15 Medical Center bargaining unit members will participate in gainsharing as determined by the Medical Center.

41.16 The difference between the University and the Medical Centers' base wage increase may not be greater than 1% for any fiscal year.

41.17 New hire pay progression - employees hired, promoted, or who transfer in to bargaining unit titles June 25, 2006 or after at the entry rate for their title will receive a \$0.50 increase upon completion of twelve (12) months of service. If an employee is promoted or transferred in to a bargaining unit title at a rate of pay that is less than \$0.50 above the entry rate, then the employee will receive that amount which insures that they are \$0.50 above entry upon completion of twelve (12) months of service.

Such employees then will have the opportunity to earn an additional \$0.50 increase to their base wages 24 months after employment if their most recent performance evaluation is at least a "meets expectations" level or its equivalent. Bargaining unit members who have not received a performance evaluation at the time of their 24 month anniversary will be considered to have received a "meets" rating for purposes of this article.

A performance evaluation below “meets expectations” must be approved by both the departmental HR representative and the Labor Relations Manager or Designee. If either disapproves, the bargaining unit member will receive the \$.50 increase to their base wage.

In addition, beginning pay period 1 of each fiscal year, new hires will be placed at their pay range minimum rate per Section 41.5.

ARTICLE 42 FACULTY STAFF ASSISTANCE PROGRAM

- A) The Union and the University recognize the value of the University Faculty Staff Assistance Program (UFSAP) to aid members who experience some form of personal difficulties which may interrupt or cause deterioration in work performance. Sponsored by the Office of Human Resources, UFSAP services are voluntary, free and confidential.
- B) CWA bargaining unit members are eligible to use these services just as other University staff and faculty. The University shall continue to provide services of the UFSAP to CWA bargaining unit members for so long and on the same terms as the University provides those services to non-bargaining unit University staff.
- C) The University agrees to work with the Union in developing awareness of services provided by the University Faculty Staff Assistance Program.
- D) UFSAP client records are considered confidential medical records, not subject to public records requests, and are maintained separately from employee personnel files.

UFSAP services are confidential unless:

- 1) The member gives written permission to share specific information with specific individuals
- 2) The member threatens to harm self or others
- 3) The member discloses physically injuring another individual
- 4) The member reveals information pertaining to physical abuse or sexual abuse of a vulnerable individual (minor, geriatric adult, or otherwise physically/mentally-impaired individual).

Seeking UFSAP assistance or information pertaining to medical or behavioral problems will not jeopardize current or future employment status, nor will any party discriminate against an individual for seeking UFSAP services and/or treatment due to referral from UFSAP. However,

seeking UFSAP services or obtaining treatment subsequent to an UFSAP referral will not exempt an employee from corrective action where the individual's job performance or conduct warrants such action in accordance with University policy and rules and the terms of the OSU-CWA collective bargaining agreement.

APPENDIX A

SERVICE EMPLOYEES TITLES PAY RANGE (Pay rates listed in Appendix C)

Agricultural Aide 1	03
Agricultural Aide 2	04
Baker 1	04
Baker 2	06
Catering Operations Assistant	04
Chemical Storekeeper 1	06
Chemical Stores Clerk	04
Clerk 1 – Dining	02
Clerk 2 – R&D	03
Cook 1	04
Cook 2	06
Custodial Work Supervisor	04
Custodial Worker	03
Dairy Worker 1	04
Diary Worker 2	06
Delivery Worker 1	05
Delivery Worker 2	06
Dietetic Clerk	03
Elevator Operator	01
Exterminator	05
Fabric Worker 1	02
Fabric Worker 2	03
Farm Laborer 1	05
Farm Laborer 2	06
Food Preparation Worker	03
Food Service Attendant	01
Food Service Supervisor 1	04
Food Service Worker	02
Groundskeeper 1	04
Groundskeeper 2	05
Groundskeeper 3	06
Groundskeeper Supervisor	08
Laundry Specialist	04
Laundry Supervisor 1	03
Laundry Worker	01
Laborer	02
Line Cook	07
Mail Clerk	05
Mail Clerk/Messenger	03
Meatcutter 1	04

Mover 1	04
Moving Supervisor	08
Nutrition Aide	04
Pantry Cook	05
Parking Facility Attendant	04
Patient Services Associate	04
Patient Transporter	04
Perioperative Technician	05
Sterile Supply Technician 1	04
Sterile Supply Technician 2	06
Storekeeper 1	05
Stores Clerk	03
Vehicle Operator 1	04
Vehicle Operator 2	08

APPENDIX B

SKILLED TRADES/ MAINTENANCE TITLES	PAY RANGE (Pay rates listed in Appendix D)
Access Control Technician 1	07
Access Control Technician 2	08
Air Quality Technician 1	08
Air Quality Technician 2	09
Aircraft Attendant	07
Aircraft Mechanic 1	09
Aircraft Mechanic 2	10
Asbestos Abatement Worker	08
Assistant Air Quality Technician	05
Assistant Automotive Mechanic	05
Assistant Carpenter	05
Assistant Electrician	05
Assistant Locksmith	05
Assistant Machinist	05
Assistant Maintenance Machinist	05
Assistant Mason	05
Assistant Plumber	05
Assistant Sheet Metal Worker	05
Assistant Steam Fitter	05
Automation Technician 1	07
Automation Technician 2	09
Automation Technician 3	10
Automotive Mechanic 1	08
Automotive Mechanic 2	09
Boiler Engineer	09
Boiler Maintenance Worker	04
Boiler Operator 2	06
Boiler Repair Worker	06
Building Operations Technician 1	08
Building Operations Technician 2	11
Building Systems Inspector	08
Carpenter 1	07
Carpenter 2	08
Construction Technician 1	08
Construction Technician 2	11
Construction Technician 3	12
Electrician 1	08
Electrician 2	09
Equipment Operator 1	05

Equipment Operator 2	06
Equipment Operator 3	07
Glazier	07
High Voltage Electrician	12
Insulation Worker	07
Interior Surfaces Installer	08
Locksmith 1	07
Locksmith 2	08
Machinist 1	07
Machinist 2	08
Maintenance Inspector	06
Maintenance Machinist 1	08
Maintenance Machinist 2	09
Maintenance Repair Worker 1	04
Maintenance Repair Worker 2	05
Maintenance Repair Worker 3	07
Mason	07
Mechanical Technician 1	07
Mechanical Technician 2	08
Mechanical Technician 3	11
Painter 1	07
Painter 2	08
Plasterer	07
Plumber 1	08
Plumber 2	09
Research Vessel Operator	08
Sheet Metal Worker 1	07
Sheet Metal Worker 2	08
Stationary Engineer 1	10
Stationary Engineer 2	11
Steam Fitter	08
Systems Technician 1	07
Systems Technician 2	08
Systems Technician 3	12
Traffic & Parking Maintenance Worker	06
Treatment Plant Aide	06
Treatment Plant Operator	07
Upholsterer 1	05
Upholsterer 2	06
Welder 1	07
Welder 2	08
Zone Maintenance Technician 1	04
Zone Maintenance Technician 2	07
Zone Maintenance Technician 3	11

APPENDIX C
SERVICE EMPLOYEES PAY RATES

Effective upon ratification P.P. 1 FY 2007 through P.P. 26 FY 2007

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
01	\$8.35	\$14.17
02	\$8.83	\$14.96
03	\$9.32	\$15.80
04	\$9.86	\$16.73
05	\$10.30	\$17.47
06	\$10.84	\$18.38
07	\$11.88	\$20.15
08	\$12.63	\$21.41

Effective P.P. 1 FY 2008 through P.P. 26 FY 2008

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
01	\$8.77	\$14.17
02	\$9.28	\$14.96
03	\$9.79	\$15.80
04	\$10.36	\$16.73
05	\$10.82	\$17.47
06	\$11.39	\$18.38
07	\$12.48	\$20.15
08	\$13.27	\$21.41

Effective P.P. 1 FY 2009 through P.P. 26 FY 2009

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
01	\$9.21	\$14.17
02	\$9.75	\$14.96
03	\$10.28	\$15.80
04	\$10.88	\$16.73
05	\$11.37	\$17.47
06	\$11.96	\$18.38
07	\$13.11	\$20.15
08	\$13.94	\$21.41

APPENDIX D

**SKILLED TRADES, MAINTENANCE AND
MEDICAL CENTER FACILITY ENGINEERING PAY RATES**

Effective upon ratification P.P. 1 FY 2007 through P.P. 26 FY 2007

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
04	\$10.24	\$17.35
05	\$10.75	\$18.23
06	\$11.30	\$19.17
07	\$12.27	\$20.79
08	\$13.48	\$22.86
09	\$14.15	\$24.00
10	\$14.85	\$25.21
11	\$16.54	\$28.05
12	\$18.98	\$32.20

Effective P.P. 1 FY 2008 through P.P. 26 FY 2008

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
04	\$10.76	\$17.35
05	\$11.29	\$18.23
06	\$11.87	\$19.17
07	\$12.89	\$20.79
08	\$14.16	\$22.86
09	\$14.86	\$24.00
10	\$15.60	\$25.21
11	\$17.37	\$28.05
12	\$19.93	\$32.20

Effective P.P. 1 FY 2009 through P.P. 26 FY 2009

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
04	\$11.30	\$17.35
05	\$11.86	\$18.23
06	\$12.47	\$19.17
07	\$13.54	\$20.79
08	\$14.87	\$22.86
09	\$15.61	\$24.00
10	\$16.38	\$25.21
11	\$18.24	\$28.05
12	\$20.93	\$32.20

APPENDIX E

MEDICAL CENTER FACILITIES ENGINEERING TITLES

PAY RANGE (Pay rates listed in
Appendix D)

Building Operations Technician 1	08
Building Operations Technician 2	11
Construction Technician 1	08
Construction Technician 2	11
Construction Technician 3	12
Mechanical Technician 1	07
Mechanical Technician 2	08
Mechanical Technician 3	11
Systems Technician 1	07
Systems Technician 2	08
Systems Technician 3	12
Zone Maintenance Technician 1	04
Zone Maintenance Technician 2	07
Zone Maintenance Technician 3	11

Appendix F

Hire above Entry - Equivalency Experience for New Hires

When recruiting experienced skilled trades and service employees, OSU may wish to offer these applicants a pay rate above the minimum of the appropriate pay range because of the local employment situation, availability of skills in the applicant pool, possession of a recognized journey card, or current participation in a recognized apprenticeship program, or need for these skills at the University. Therefore, new hires may be placed at the appropriate rate of pay based upon their years documented previous work experience in the same or similar type of work (e.g., plumber to plumber, custodial worker to custodial worker).

The hiring rate will be determined by the department's Human Resource Office and will not exceed the rate of pay of a current bargaining unit member who is equivalent to the new hire's experience and qualifications in the title.

New employees will be started at the minimum of the appropriate pay range unless

- the employee is offered in writing a rate of pay higher than the minimum of the pay range and
- prior experience documentation is received and verified by the department's Human Resource Office prior to the start date.

New employees who have been offered pay above the minimum contingent upon subsequent verification will start at the minimum of the pay range and will have their pay increased only upon receipt and verification of their documentation. The pay increase will not be retroactive beyond 30-45 days of receipt of the documentation.

New employees who have been offered pay of more than \$1.00 above the minimum of their pay range are not eligible for the 1 and/or 2 year anniversary pay increases outlined in Article 41.17.

The decision on whether to pay above the minimum is a recruiting tool, and the decision made at the time of hiring cannot be challenged later by the Union or any bargaining unit member.

The Office of Human Resources will consult with the Union before approving placement of a new hire's pay beyond 30% above the entry rate. Each hire using the above criteria will be documented and the documentation will be retained by the employing unit and/or the appropriate Office of Human Resources. The union may request to review such documentation upon notice to the University.

Appendix G

1. Additional FY 2007 Pay Increases:

- A) Bargaining unit members whose continuous service date is 6/25/81 through 6/23/82 will receive an additional 25 cents per hour increase on their base effective the date they reach their 25 year OSU anniversary date.
- B) Bargaining unit members whose continuous service date is 6/25/91 through 6/23/92 will receive an additional 25 cents per hour increase on their base effective the date of they reach their 15 year OSU anniversary date.
- C) Bargaining unit members whose continuous OSU service date is 6/25/01 through 6/23/02 will receive an additional 25 cents per hour increase on their hourly base pay effective the date they reach their 5 year OSU anniversary date.

2. Additional FY 2008 Pay Increases:

- A) Bargaining unit members whose continuous service date is 6/24/82 through 6/21/83 will receive an additional 25 cents per hour in their hourly base pay effective the date they reach their 25 year OSU anniversary date.
- B) Bargaining unit members whose continuous service date is 6/24/92 through 6/21/93 will receive an additional 25 cents per hour in their hourly base pay effective the date they reach their 15 year OSU anniversary date.
- C) Bargaining unit members whose continuous service date is 6/24/02 through 6/21/03 will receive an additional 25 cents per hour in their hourly base pay effective the date they reach their 5 year OSU anniversary date.

3. Additional FY 2009 Pay Increases:

- A) Bargaining unit members whose continuous service date is 6/22/83 through 6/20/84 will receive an additional 25 cents per hour in their hourly base pay effective the date they reach their 25 year OSU anniversary date.
- B) Bargaining unit members whose continuous service date is 6/22/93 through 6/20/94 will receive an additional 25 cents per hour in their hourly base pay effective the date they reach their 15 year OSU anniversary date.
- C) Bargaining unit members whose continuous service date is 6/22/03 through 6/20/04 will receive an additional 25 cents per hour in their hourly base pay effective the date they reach their 5 year OSU anniversary date.

Side Letters to the Agreement, all dated as of ratification date:

Letter #1 -- Hospital Plans

Dear CWA Members and President Murray:

In response to the questions you have raised, please be advised as of the date of this letter that there is no pending proposal nor are there any existing plans for the merger and/or transfer of major assets and/or interests of the Ohio State University Hospitals to any outside entity.

Sincerely,
Peter E. Geier
Vice President for Health Services
The Ohio State University Hospitals

Letter #2 -- Hospital Facilities

Dear CWA Members and President Murray:

Employees who as of this date, hold dual titles as a result of the Medical Center's Facilities Engineering reorganization will retain certification in their previous title during the term of this agreement in addition to their current title.

The previous title may only be utilized in the event of layoff/recall or displacement. The current title is subject to changes in accordance with University's Rules and this collective bargaining agreement.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #3 -- Paychecks

Dear CWA Members and President Murray:

Effective upon ratification of this agreement through March 31, 2009, nonexempt bargaining unit members will be paid biweekly.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #4 -- Hospital Raises

Dear CWA Members and President Murray:

Hospital bargaining unit members whose OSU anniversary date occurs after March 31, 2009, but before the end of the last pay period of the fiscal year 2009, will receive their wage increase on their OSU anniversary date even though this contract expires.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #5 -- Classification Review

Dear CWA Members and President Murray:

The parties agree to convene a joint labor – management committee consisting of both skilled trade and service members which will meet no less than once a month. This committee will submit a report within eighteen (18) months of the effective date of the contract to the Associate Vice President of the Office of Human Resources which represents a comprehensive review of classifications for all bargaining unit positions including, but not limited to, maximum and minimum pay levels, appropriate pay ranges, minimum qualifications, etc. for all bargaining unit titles. To prepare this report, the parties agree to meet within between 90 and one hundred-eighty (180) days from the effective commencement date of the contract to review the classifications for all bargaining unit positions, utilizing all available information, including but not limited to market analysis and quarterly reports prepared pursuant to Article 20 and input from the university including four (4) major business units that employ bargaining unit members, i.e., Medical Center, Student Affairs, Business and Finance and Branch Campuses.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #6 -- Transportation and Parking Services Vehicle Operator 2 Route Seniority

Dear CWA Members and President Murray:

CWA members in Transportation & Parking Services appointed as Vehicle Operator 2 at 77% FTE up to and including 100% FTE status will have seniority calculated at 100% FTE for the purpose of bidding driver route assignments only.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #7 -- Arbitration Meetings

Dear CWA Members and President Murray:

Representatives of the Union, the Labor Relations Manager or designee and human resources representatives from the University Medical Center, Physical Facilities, Student Affairs and Business Operations may meet monthly on a rotating basis to discuss pending arbitration cases. The union will be represented by the Local President and two (2) other representatives the union determines to be appropriate. Business units will also be limited to two (2) representatives. The purpose of these meetings is to discuss grievances the union has requested to arbitrate, discuss the facts related to specific grievances so that the parties may develop a better understanding of each other's position and to discuss potential resolution/settlement of specific grievances.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #8 -- Uniforms for Patient Transporters

Dear CWA Members and President Murray:

The Hospital agrees to purchase three (3) complete uniforms (top and pants) for each bargaining unit member employed in the patient transporter title on the main campus on the ratification date of this agreement. This agreement is a one-time purchase, and patient transporters will be expected to continue to purchase their own uniforms in the colors or designs designated by the Hospital. During the term of this agreement should the Hospital decide to change the color or design of uniforms worn by patient transporters on the main campus, the hospital agrees to purchase three (3) complete uniforms in the new color or design for each such patient transporter.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #9 -- Sick Leave Conversion Program

Dear CWA Members and President Murray:

The Sick Leave Conversion Program (SLCP) allows bargaining unit members to convert sick leave to vacation provided they meet specific requirements.

In order to be eligible for sick leave conversion, members must accumulate and maintain at least 100 hours of sick leave. Members enroll in the program by completing the SLCP sign-up form and submitting it to the departmental human resource designee no later than the last pay period of each 12-week cycle period. Members may terminate their participation at any time with 30 days notice by completing the SLCP termination form and submitting it to the departmental human resource designee. Members who terminate their participation in the program may not reapply during the same 12-week cycle period. New employees may enroll within 30 calendar days of the hire date.

Members who elect to participate in SLCP will have one-half of the sick leave they accrued but did not use converted to vacation during each twelve (12) week period of participation. Following each twelve (12) week period, members may use the converted vacation hours.

It is not necessary to have accumulated the 100-hour balance of sick leave prior to enrolling. However, no benefit will be gained from the program until the 100-hour balance is maintained in accordance with the rules below.

The calculation will occur as follows:

Step 1: Each enrolled bargaining unit member's sick leave balance will be reviewed at the end of a defined 12-week period. If both the balance at the beginning of the period and the end of the period is 100 hours or higher, the calculation will proceed to the next step. If either the beginning balance or end balance is lower than 100 hours, no sick leave can be converted for that 12-week period.

Step 2: The difference between the balance at the end of the 12-week period from the balance at the beginning of the 12-week period will be calculated. If the result is positive (e.g. the end balance is higher than the begin balance), then half of that difference will be converted to vacation. For example:

Beginning balance: 120 hours
End balance: 140 hours
Difference = 20 hours
Result: 10 hours deducted from ill balance, 10 hours added to vacation balance

If the difference is negative, e.g. the end balance is lower than the begin balance, then no conversion would be made. For example:

Beginning balance: 120 hours
End balance: 110 hours
Difference = -10 hours
Result: no conversion is made

Hours converted to vacation will be added to the member's vacation balance as soon as practicable after the completion of the 12-week period.

Vacation leave may be used and accrued pursuant to Article 19 of the OSU/CWA collective bargaining agreement.

Conversion will stop whenever the bargaining unit member's vacation balance exceeds the maximum amount that may be carried forward on his/her anniversary date.

Management may continue the SLCP beyond 2004 at its own discretion based upon, but not limited to, participation levels and a significant reduction in unplanned absences.

Not more than 30 days from ratification of this agreement, management will provide the union with a report by unit of current participation levels and leave usage of bargaining unit members. Management will then continue to provide the union this same report on a quarterly basis. Management and the Union will actively promote to bargaining unit members participation in this program. Management will continue to evaluate the SLCP and may continue the SLCP for the life of this agreement at its own discretion based upon, but not limited to, participation levels and a significant reduction in unplanned absences.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #10 – Project Labor Committee

Dear CWA Members and President Murray:

The parties agree to meet within one hundred-and-eighty days (180) days from the effective commencement date of the contract with a representative of the FMCS (Federal Mediation and Conciliation Services) and seek to identify project(s), for the assignment of new and previously contracted-out work to bargaining unit members within the skilled trades and service units University-wide within one (1) year from the effective commencement date of the contract.

This pilot program will explore the factors that lead to contracting out and develop joint strategies that will permit bargaining unit members to perform the work by meeting University service needs. This process shall not limit the University's ability to contract work, but does call for exploration of creative and mutually acceptable alternatives. The criteria to be considered will include, but not be limited to, the essential need that work be performed in a cost-efficient, high-quality, competitive and timely manner.

At the end of the one- (1) year trial period/1st year, the Associate Vice President of the Office of Human Resources and the President of CWA Local 4501 shall meet with the representative of

FMCS to review this pilot program and determine what additional projects may be selected for the project labor agreement. Two (2) union members designated by the President of CWA Local 4501 will be granted four (4) hours per month with pay not to exceed 12 months to meet with management and the representatives of FMCS to explore the factors referenced above and review the factors identified by the parties in the process of establishing a pilot program.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #11 – Medical Center Evening, Night and Weekend Differentials

Dear CWA Members and President Murray:

During the term of this agreement bargaining unit members who work in the Medical Center will receive shift/weekend differentials as follows:

Evening/night: Effective pay period 1 fiscal year 2004 shift differential will be paid to Bargaining unit members who work a minimum of four (4) consecutive hours between 3:00 p.m. and 8:00 a.m. Shift differential will only be paid for those hours worked between 3:00 p.m. and 8:00 a.m.

Evening/night shift differential will be paid at the following hourly rates at the Medical Center:

FY 2007	FY 2008	FY 2009
\$1.00	\$1.00	\$1.00

Weekend: Effective pay period 1 fiscal year 2004 weekend differential will be paid to Bargaining unit members who work between 11:00 p.m. Friday and 11:30 p.m. Sunday. Weekend differential will only be paid for those hours worked between 11:00 p.m. Friday and 11:30 p.m. Sunday.

Weekend differential will be paid at the following hourly rates at the Medical Center:

FY 2007	FY 2008	FY 2009
\$1.00	\$1.00	\$1.00

Bargaining unit members who work hours that meet both criteria listed above will receive both differentials for such hours worked. For example in FY 04 a person who works 11:00 a.m. to 7:00 p.m. Saturday will receive .80 per hour weekend differential for hours 11:00 a.m. to 3:00 p.m. and \$1.60 per hour for those hours between 3:00 p.m. until 7:00 p.m.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #12 – Transitional Work Program

Dear CWA Members and President Murray:

The Transitional Work Program, as proposed, is designed to offer transitional work to employees with occupational and non-occupational disabilities with temporary restrictions. The proposed program when implemented by the University will apply to all bargaining unit members.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #13 – Continuous Service Credit Deferral (Mogan Side Letter)

Members with 25 years or more of service as of the ratification of this agreement, who wish to delay their continuous service increase from year 1 of the agreement, must provide a written request to CWA Local 4501 President no later than July 1, 2006 stating in which year of the agreement they wish to receive their continuous service increase. CWA will provide any such written request to the Office of Human Resources no later than July 3, 2006.

Members who provide a written request indicating a desire to delay their 25 year continuous service date increase to Year 3 of the agreement but who then subsequently would prefer to receive the increase in Year 2, must provide a written request to the CWA Local 4501 President no later than June 29, 2007. CWA will provide any such written request to the Office of Human Resources no later than July 3, 2007.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #14 – Parking on Regional Campuses

Dear CWA Members and President Murray:

Please be advised as of the date of this letter that there are no pending plans to start charging parking fees for members who currently do not pay for parking at the regional campuses during the life of this agreement.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #15 -- Pilot Pay for Performance Program

Dear CWA Members and President Murray:

It is the intent of the union and the university to recognize bargaining unit members' performance in the form of base pay increases. Accordingly, the parties agree to implement a university-wide pilot pay for performance program that will expire at the end of this agreement. The program will provide bargaining unit members with the ability to earn from 0% up to an additional 2% in base pay in year three of this agreement based upon their performance. The university and the union are committed to the success of this program and its fair and reasonable implementation.

The elements of the program are as follows:

- The program is university-wide and concludes at the expiration of this agreement.
- The program does not supplant existing or planned group incentive programs, which may be continued at the discretion of management.
- The amount of pay will range from 0 - 2% for each individual bargaining unit member, based on performance. Pay for performance is not subject to the pay range maximum rule under Article 41 of this agreement.
- Each department, with the input of CWA, will be required to have a process and performance criteria for their areas to use by June, 2007 and to determine performance based increases beginning June, 2008 for year three of the agreement. The process and performance criteria will include a system for providing employees with multiple occasions of feedback from their supervisor(s) during the year.
- Performance pay increases of less than 1% must be approved by both the departmental HR representative and the Labor Relations Manager or Designee. Performance pay increases of less than 1% are subject to the grievance process; the multiple occasions of feedback are not.
- During the evaluation process, bargaining unit members will have the opportunity to provide feedback on their supervisor. Such feedback will be provided to the Director of the member's department or the equivalent.

The program will be implemented in cooperation with the union through a joint CWA/Management Steering Committee which will be established to monitor the fairness and effectiveness of the program, including implementation of the performance-based increases. In addition, the University will provide the union with a spreadsheet detailing pay increases for all of their bargaining unit members, including a breakdown of pay rate components (i.e., across the board pay, continuous service credit, pay for performance, group incentive).

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter #16 – Stationary Engineers – Sick Leave and Overtime in the Same Week

Dear CWA Members and President Murray:

Refer to Article 12.4A

Sick leave will not be considered active pay status for the purpose of calculating overtime pay except for Stationary Engineers whose presence is mandated in an unanticipated emergency which requires them to stay at least four (4) hours past the end of their shift.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter # 17 -- Job Portability Program

Dear CWA Members and President Murray:

In an effort to promote greater operational efficiency consistent with Articles 1 and 3, the University and the Union agree to form a committee to consider a job portability program. This program would be available to employees who are faced with seasonal layoffs. The goal is to identify temporary work assignments that could be performed by bargaining unit members affected by such layoffs.

The committee will begin to meet no more than 30 days after contract ratification with a goal of developing recommendations by Winter Quarter 2007. The committee will consist of eight (8) representatives, four (4) of whom will be appointed by the CWA and four by the university. The committee will focus its initial work on two business units, Student Affairs and Business and Finance.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Letter # 18 -- Pilot Sick Leave Program

Dear CWA Members and President Murray:

The University and the Union agree that department Labor-Management Committees beginning August 2006, will discuss as part of their regular agendas to explore potential pilot programs which would exclude documented, unscheduled sick leave usage from corrective action.

Sincerely,
Chitra Iyer
Manager, Labor Relations

Memorandum of Understanding #1 Apprenticeship Programs

The Communication Workers of America, Local 4501(CWA) and The Ohio State University (the University) have an interest in hiring and retaining skilled employees to work at the University.

As such, the University agrees to continue an Apprenticeship Program for bargaining unit members in the Departments of Facilities Operations and Development and Student Affairs.

1. The University will make good faith efforts to establish apprenticeship programs for bargaining unit members in the various skilled trades in Facilities Operations and Development and Student Affairs. Determination of whether an apprenticeship program will be established or continued will be based on available funds, need for improved skill levels in the trade, availability of courses, and the number of employees who express interest.
2. Apprenticeship programs must meet the registered standards and requirements of the Ohio State Apprenticeship Council in cooperation with the U.S. Department of Labor, Bureau of Apprenticeship and Training.
3. The pay increase called for in paragraphs 7 and 8 will only apply to apprenticeship programs that meet the standards and requirements noted above. Apprenticeship programs must include classroom instruction, testing and related on-the-job training. This is to insure the quality of the program and the safety of our employees.
4. Employees must meet the minimum qualifications and eligibility requirements for participation in any apprenticeship program for which they are applying. The program requirements are different for each apprenticeship program. Apprenticeship program requirements are available from the Ohio State Apprenticeship Council.

5. Requests to participate in apprenticeship programs must be submitted for approval to the division.
6. The sponsoring division will pay for classroom instruction, materials and books. The participating employee will take classes outside of regular working hours.
7. Employees participating in an approved apprenticeship program will receive a \$0.50 per hour wage increase with the completion of each 1,000 hours of on-the-job training. Certification of completion of 1,000 hours of on-the-job training and the employee's continued progress in the program will be made by the organization providing the apprenticeship program through an apprenticeship wage verification form. The department will calculate back from the end of the month to the work date that the latest 1,000 hours was worked using departmental attendance records. The pay increase will be effective on the calculated date.
8. Employees participating in the program who test out of Year 1 will be eligible for a \$1.00 per hour increase upon beginning year two (2) of the program. Employees participating in the program who test out of year two (2) will receive an additional \$ 1.00 per hour upon beginning year three (3) of the program. Employees testing out of year three (3) will receive an additional \$.50 per hour for each additional 1,000 hours of on the job training worked in the trade up to an additional \$2.00 if they complete the fourth year of the program.
9. The increase called for in Paragraphs 7 and 8 will be in addition to any other annual or promotional increase the bargaining unit member is eligible for.
10. Wage increases in this letter are subject to the provisions of Article 41 of this Agreement range maximums.
11. This program may be modified and/or expanded by mutual agreement of the parties.

Memorandum of Understanding #2
Meals

Bargaining unit members will be eligible to participate in the Student Affairs Buck I. D. program. This program provides discounts off the cash price of meals served in the Student Affairs dining commons.

When dining commons operated by Student Affairs are open for service, the following meal privileges will apply:

- A. Bargaining unit members employed by Student Affairs will be permitted one (1) meal per eight (8) hour work day, consisting of a single serving from each menu category at no charge.

B. All other bargaining unit members employed by Student Affairs will be permitted one (1) meal per eight (8) hour work day, consisting of a single serving from each menu category and an unlimited number of additional helpings at a charge per meal not greater than 65% of the cash price for lunch.

C. The charge per lunch under provision 26.1 B above will not increase by more than \$.35 each year.

Memorandum of Understanding #3 Lead Chief Stewards

The Union and University desire to use non-adversarial, collaborative means of communication and problem solving whenever possible. Accordingly, the business units of Facilities Operations and Development, Student Affairs and the Medical Center will provide release time with pay for one individual each to act in the capacity of lead chief steward. Lead chief stewards will follow the criteria set out for stewards in Article 7.2A and 7.2B. In addition they will:

- Clock in and out of their respective departments at a time and location to be determined by the designated department human resource contact.
- Provide a written accounting of their activities on a weekly basis to the designated department human resource contact.
- Limit their release time activities to matters related to the business unit providing release time, with exceptions made by mutual agreement between the Union President and the designated department human resource contact.

Memorandum of Understanding #4 Mediation Program

Members of CWA Local 4501 employed by the University may avail themselves of the current mediation program co-sponsored by the Offices of Human Resources and Academic Affairs. The parties recognize that participation in the current mediation program is strictly voluntary and any information provided by members will be kept confidential to the extent allowable by law. The parties also agree that no contract-related issues will be mediated through this process. Bargaining unit members, stewards and officers involved in the mediation process will be subject to all procedures and protocols of the current mediation program the same as all other employees of the University.

No issue shall be mediated which involves interpreting the current collective bargaining agreement between CWA Local 4501 and the University. The Mediation Coordinator will discuss with the CWA Local 4501 President or his designee any matter brought forward for

mediation by a CWA bargaining unit member to determine whether such matter should be scheduled for mediation.

Memorandum of Understanding # 5
Medical Center Holiday Scheduling

When full-time bargaining unit members in the Medical Center are assigned to work alternative schedules such as four ten-hour shifts, such affected members will be permitted to make up any reduction in scheduled hours due to a holiday. For example, when a full-time bargaining unit member works three ten-hour days and receives eight hours of holiday pay, the member will be permitted to work two (2) additional hours during the week in which the holiday occurs to achieve the 40 hour work week. Assignment of work will be determined based upon additional needs and may not be in the specific work area the member currently works.

Bargaining unit members shall be permitted to use accrued vacation or compensatory time to complete their 40-hour workweek at their discretion. The call back provisions in Article 12.3 of this agreement do not apply to the additional hours worked under this side letter.

**For Communications Workers of
America**

Seth Rosen
Vice President
CWA District 4

Richard Murray, President
CWA Local 4501

CWA Bargaining Committee:

Mike Mogan – Vice President, CWA
Local 4501
Tammi Post – Treasurer, CWA Local 4501
Terryl Davis – F.O.D.
Danette Dorsey – Student Affairs
Mike Good – Wooster Campus
Theresa Hardgrove – Medical Center
Stan Higgins – Mansfield Campus
Don Horn – Medical Center East
Don Ingram – Student Affairs
Kevin Kee – Student Affairs
Lynne Kornegay – Student Affairs
Dave Leshner – Business Operations
Fern Moore – Student Affairs
Marvin Newman – Medical Center
Kevin Perry – Medical Center
Dan Summers – Medical Center
Jon Taylor – F.O.D.
Larry Whately – Business Operations
Roger Williams – Transportation & Parking
Dennis Woodson – F.O.D.

For The Ohio State University

Chitra Iyer
Manager, Labor Relations

University Bargaining Committee:

Kimberly C. Shumate – Spokesperson
Peggy Barylak – F.O.D.
Todd Hunter – Human Resources
Jim Kane – Student Affairs
Eileen Kieffaber – OARDC
Judi Lang – Business Operations
Tina Love – Student Affairs
Phil Moots – Legal Counsel
Jackie Parrill – Newark
Tom Ramey – Medical Center
Mark Ringer – Medical Center
William Schwartz – Student Affairs
Marc Stoffel – Business Operations
Judy Vertikoff – F.O.D.