



# AGREEMENTS

BETWEEN

THE OHIO STATE UNIVERSITY

AND

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 4501

April 1, 2003 THROUGH MARCH 31, 2006

COVERING

SERVICE EMPLOYEES  
AND  
SKILLED TRADES AND MAINTENANCE EMPLOYEES  
BARGAINING UNITS



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Strong minds, great hearts,  
True faith and willing hands;  
People whom the lust of office could not kill  
And the spoils of office could not buy;  
Who possessed opinions and a will,  
People who had honor, who would not lie;  
Those who would stand up to a demagogue  
And damn his treacherous flatteries without winking;  
Great people, sun-crowned people who lived above the fog  
In public duty and private thinking.

Cathy Cooper and Don Higgins were two such people.  
We are thankful for gift of their presence.

*Adapted from the writings of John G. Holland*

**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 Appendix B.**

## TABLE OF CONTENTS

	Page	
Article 1 Introduction	1	
Article 2 Enabling Legislation and Ohio Revised Code		2
Article 3 Joint Responsibilities and Employee Rights	2	
Article 4 Management Rights	3	
Article 5 Union Recognition	4	
Article 6 Checkoff	5	
Article 7 Labor-Management Cooperation, Union Stewards, and Communications (Also see MOU#3)	6	
Article 8 Grievance Procedure (Also see side letter #12)	13	
Article 9 Resolution of Disputes (Also see side letter #12)	16	
Article 10 Arbitration (Also see side letters 7 and 12)	17	
Article 11 Corrective Action		20
Article 12 Hours of Work and Overtime (Also see MOU #5)	22	
Article 13 Seniority (Also see side letter #6)	26	
Article 14 Promotions/Filling of Vacancies		26
Article 15 Reduction in Force	29	
Article 16 Leave	29	
Article 17 Fee Authorization	32	
Article 18 Insurance and Benefits	32	
Article 19 Vacations	33	
Article 20 Classifications (Also see side letter #5)	35	
Article 21 Employee Performance Evaluation	37	
Article 22 Court Leave	37	
Article 23 Rest Periods	38	
Article 24 Cleanup Time	38	
Article 25 Uniforms and Safety Equipment (Also see side letter #8)	38	
Article 26 Meals	39	
Article 27 Parking Permits	39	
Article 28 Bulletin Boards	40	
Article 29 Safety	40	
Article 30 Contracting (Also see side letter #10)		41
Article 31 No Strike-No Lockout	42	
Article 32 Paychecks (Also see MOU #4)	42	
Article 33 Training	43	
Article 34 Directory	43	
Article 35 Emergency Closing	44	
Article 36 Personnel Information System	44	
Article 37 Reassignments	45	
Article 38 Negotiation Team	46	
Article 39 Duration	46	
Article 40 Sick Leave (Also see side letter #9)	47	

Article 41 Wages	51	
Article 42 Faculty Staff Assistance Program	54	
Appendix A – Service Employee Titles and Pay Ranges		56
Appendix B – Skilled Trades/Maintenance Employee Titles and Pay Ranges	58	
Appendix C – Service Employee Pay Rates	60	
Appendix D – Skilled Trades/Maintenance Employee Pay Rates		61
Appendix E – Medical Center Titles and Pay Ranges	62	
Appendix F – Equivalent Experience Chart for New Hires	63	
Side Letter #1 – Hospital Plans	64	
Side Letter #2 – Hospital Facilities		64
Side Letter #3 – Paychecks		65
Side Letter #4 – Hospital Raises	65	
Side Letter #5 – Classification Restructuring and Skill Development	65	
Side Letter #6 – Vehicle Operator 2 Seniority	66	
Side Letter #7 – Arbitration Meetings	66	
Side Letter #8 – Patient Transporter Uniforms	67	
Side Letter #9 – Pilot Sick Leave Conversion Program	67	
Side Letter #10 – Contracting Issues	69	
Side Letter #11 – Medical Center Differentials	69	
Side Letter #12 – Grievance Processing	70	
Memorandum of Understanding #1 – Apprenticeship Program		71
Memorandum of Understanding #2 – Meals	72	
Memorandum of Understanding #3 – Lead Chief Stewards	73	
Memorandum of Understanding #4 – Pilot Alternative Pay Program	73	
Memorandum of Understanding #5 – Medical Center Holiday Scheduling	74	
Memorandum of Understanding #6	74	

## **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 Appendix 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.

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. 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 Director of Employee Relations 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 Director of Labor Relations 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 Director of Employee Relations 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 Director of Employee Relations or designee and such other management representatives as the Director shall consider appropriate.
2. The Union shall be represented by The President of the Local and such bargaining unit members as it shall demonstrate 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 committee. A representative from the Office of Human Resources and an official of the Union who is not an employee of the University may also attend the committee meetings. 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

### Physical Facilities

Building Services

Maintenance

Roads and Grounds

Utilities

### Student Affairs

North Area

South Area

Olentangy Area

Fawcett Center for Tomorrow

Student Unions

### Business Management 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.

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 ten (10) working days after the event upon which the grievance is based or the discovery of such event.

A

supervisor designated to hear first level grievances 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 one 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 Director of Labor Relations. Grievances which do not contain complete information as defined above will be returned within five (5) working days of receipt by the Director of Labor Relations to the steward whose name appears on the grievance form. The grievance form shall be completed and resubmitted to the Director of Labor Relations 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 Director of Labor Relations, or designated representative, will hold a second level meeting, within fifteen (15) working days of the date of the union's faxed notice.

2. 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.

3. The Director of Labor Relations 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.

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

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

6. 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 Director of Labor Relations within ten (10) working days after receipt of the Director's final decision

7. Grievance meetings will start promptly as scheduled. The Director of Labor Relations 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 Director of Labor Relations 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 Director of Labor Relations 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 48 hours prior to the hearing. 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 of 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 (10) 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 5 calendar 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.

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  
year 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 other written reprimands shall be issued in duplicate to the bargaining unit member.

11.10 Corrective actions 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 office 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 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:

Total no. of hours in active pay status  
-----  
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 in appropriate locations 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 of the candidate selected. 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) calendar days after receipt of the notice of non-selection directly to the Director of Employee Relations 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 the University decide the layoff of a bargaining unit member is necessary, the University will meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

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 Director of Employee Relations 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 Director of Employee Relations 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 and as may be determined during the term of this Agreement.

## **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.

From July 1, 2003 through June 30, 2006: The maximum employee contribution percentage of the applicable premium for full-time employees enrolled in the Buckeye Health plan will be 10% and the PrimeCare plan will be 15%. Bargaining unit members enrolled in the OSUHP or the Traditional Plan will pay the difference between 85% of the applicable premium for PrimeCare and the total applicable premium of the OSUHP and the Traditional Plan.

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 July 1, 2003 through June 30, 2006, 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 base plan. Bargaining unit members enrolled in plans other than the University base plan will pay the difference between 85% of the applicable premium for the University base plan and the total applicable premiums for the plan in which the member is enrolled.

The University will be charging the University-wide Health Care Investment 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.

Among other agenda issues, the Committee will consider a tiered arrangement for insurance premium payments.

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.

18.3 It is understood that the University maintains an Insurance Benefits Office to aid employees in processing claims, coordinate benefits and provide information regarding available benefits.

18.4 The University will continue to be responsible for a program of liability coverage on all vehicles owned or leased by the University. Bargaining unit members authorized to operate such vehicles will be covered by this program, and will not be required to involve their personal automobile liability coverage.

## **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 promptly 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:

Years of Services	Months of Service	Hours earned per year
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.

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.

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 30 days of the time the request is submitted. In the event a decision is not given within 60 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 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 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 of juveniles.

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.

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, 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 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.

27.4 It is the intent of the University to convene a Parking Permit Review Team to review and discuss alternatives to the current parking permit system. This team will consist of representatives from various campus constituencies, including CWA. One alternative to be discussed will be a tiered system of parking permit pricing.

## **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

Director of Labor Relations.

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 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 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 shall report the

accident and any injury sustained according to 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 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.

### **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 Appendix A 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 Bargaining unit members will receive their regular paychecks prior to their lunch break on each payday provided the checks have been received in the department in sufficient time to permit checking and authentication by the department.

32.2 Bargaining unit members who are not scheduled to work on payday or who will be on vacation or leave of absence may obtain their paychecks earlier provided the checks have been received in the department and have been checked and authenticated.

32.3 The Union acknowledges that abuse of 32.2 which results in checks being cashed prior to payday may result in the nullification of 32.2. The University agrees to notify the Union should such abuse be reported to the University. Prior to any nullification, the University will meet with the Union in a Resolution of Disputes proceeding to discuss means and mechanisms of correcting abuses and avoiding nullification.

32.4 When a paycheck is inaccurate through no fault of the bargaining unit member, the Office of Human Resources, Payroll Services shall process all necessary transactions to have an off-cycle check issued as soon as possible. In situations where the error results in a bargaining unit member receiving less than 90% of their regular gross pay, every effort will be made to issue an off-cycle check to the bargaining unit member on the same day Payroll Services is made aware of the error provided reasonable notice is given. All other corrections will be made during the next off-cycle day.

32.5 The use of the term paycheck in this article does not preclude the University from compensating bargaining unit members through an alternative pay delivery process. During the term of this Agreement, should the University convert to an alternative pay delivery process, the University agrees to implement a pilot prior to full implementation. The University agrees to meet with the Union and discuss the new program at least 120 days prior to implementation of a pilot program.

### **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 Director of Labor Relations 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 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 Director of Employee Relations 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, 2003 until and including March 31, 2006.

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 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 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 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.

40.10 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.

40.11 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.

40.12 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. Bargaining unit members other than those at the Medical Center will receive pay increases effective pay period 1 for each fiscal year.

41.2 A. The following hourly pay increases are set forth:

<u>Fiscal Year 2004</u>	<u>Fiscal Year 2005</u>	<u>Fiscal Year 2006</u>
2.5%	2.5%	2.0%

Additional hourly pay increases will be provided based on the following schedule:

	<u>Fiscal Year 2004</u>	<u>Fiscal Year 2005</u>	<u>Fiscal Year 2006</u>
Continuous Service Date			
6/17/00 or earlier	\$0.30		
6/18/00 through 6/16/01		\$0.40	
6/17/01 through 6/14/03			\$0.50

B. 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 04</u>	<u>FY 05</u>	<u>FY 06</u>
\$0.30	\$0.35	\$0.40

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 minimums shall be increased by 1% in fiscal year 2004, 1% in fiscal year 2005 and by 1.5% for fiscal year 2006. Pay range maximums shall be increased by 20% in fiscal year 2004, 1% in fiscal year 2005 and by 1.5% in fiscal year 2006. The resultant new tables are shown in Appendices C and D below.

*Appendix C*  
Pay Ranges for Service Employees

Fiscal Year 2003			Fiscal Year 2004			Fiscal Year 2005		
<u>Pay Range</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Maximum</u>
01	7.75	13.82	01	7.83	13.96	01	7.95	14.17
02	8.19	14.58	02	8.28	14.73	02	8.41	14.96
03	8.64	15.40	03	8.73	15.56	03	8.87	15.80
04	9.15	16.31	04	9.25	16.48	04	9.39	16.73
05	9.56	17.03	05	9.66	17.21	05	9.81	14.47
06	10.05	17.92	06	10.16	18.10	06	10.32	18.38
07	11.02	19.65	07	11.14	19.85	07	11.31	20.15
08	11.72	20.88	08	11.84	21.09	08	12.02	21.41

*Appendix D*  
Pay Ranges for Skilled Trades/Maintenance Employees

Fiscal Year 2003			Fiscal Year 2004			Fiscal Year 2005		
<u>Pay Range</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Pay Range</u>	<u>Minimum</u>	<u>Maximum</u>
04	9.50	16.92	04	9.60	17.09	04	9.75	17.35
05	9.97	17.78	05	10.07	17.96	05	10.23	18.23
06	10.49	18.69	06	10.60	18.88	06	10.76	19.17
07	11.38	20.27	07	11.50	20.48	07	11.68	20.79
08	12.51	22.29	08	12.64	22.52	08	12.83	22.86
09	13.13	23.40	09	13.27	23.64	09	13.47	24.00
10	13.79	24.58	10	13.93	24.83	10	14.14	25.21
11	15.35	27.35	11	15.51	27.63	11	15.75	28.05
12	17.62	31.40	12	17.80	31.72	12	18.07	32.20

41.4 Bargaining unit members whose pay rate exceeds the maximum of the pay range will receive one half of the 41.2 increase in their base.

41.5 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.

41.6 If the application of 41.2 results in a calculated pay rate lower than the minimum, the pay rate will be adjusted to the minimum.

Bargaining unit members employed by the Medical Center will receive the pay raises outlined in section 41.2 on their anniversary date. Effective June 15, 2003, their pay rate will be the current rate or the amount below, whichever is greater.

Bargaining unit members not employed by the Medical Center will receive pay increases pay period 1 of each fiscal year. Effective June 15, 2003, they will receive the pay rate resulting from the application of 41.2, or the rate below, whichever is greater.

Continuous Service Date:

6/16/01 or earlier	\$0.45 above entry
6/17/01 – 12/16/02 (and successful completion of probation)	\$0.35 above entry
12/17/02 – 6/14/03	entry

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 2006, 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.

If effective pay period 1, fiscal year 2006, 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.

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

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

41.16 Employees hired or promoted into bargaining unit titles at the entry rate for their title will receive a \$0.35 increase upon successful completion of their probation period. If an employee is hired or promoted into a bargaining unit title at a rate of pay that is less than \$0.35 above the entry rate, then the employee will receive that amount which insures that they are \$0.35 above entry upon successful completion of their probationary period.

41.17 Employees hired after 6/14/03 will receive the percentage increases outlined in 41.2 and participate in a pilot incentive opportunity program. In addition to the 41.2 percentage increases, such employees will have the opportunity to earn an additional \$.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 no performance evaluations on file at the time of their 24 month anniversary will be considered to have received a "meets" rating for purposes of this article. If, as of 24 months after employment they do not meet the above "meets" rating criteria the incentive opportunity will no longer be available. This pilot incentive opportunity program will expire with this collective bargaining agreement, however, employees hired prior to the expiration date of this agreement will be eligible for the benefits set forth in this Section 41.17. This pilot program will undergo a review process not less than six months prior to the end of the agreement. The 2006 bargaining teams will be convened at that time and charged with conducting

such a review. It is not the intention of the University to extend the provisions of the pilot incentive pay program to the remainder of the bargaining unit.

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

## **ARTICLE 42 EMPLOYEE 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 – R&D	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
Mail Clerk	05
Mail Clerk/Messenger	03
Meatcutter 1	04

Mover 1	04	
Moving Supervisor	08	
Nutrition Aide		04
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
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 2004 through P.P. 26 FY 2004

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
01	\$7.75	\$13.82
02	\$8.19	\$14.58
03	\$8.64	\$15.40
04	\$9.15	\$16.31
05	\$9.56	\$17.03
06	\$10.05	\$17.92
07	\$11.02	\$19.65
08	\$11.72	\$20.88

Effective P.P. 1 FY 2005 through P.P. 26 FY 2005

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
01	\$7.83	\$13.96
02	\$8.28	\$14.73
03	\$8.73	\$15.56
04	\$9.25	\$16.48
05	\$9.66	\$17.21
06	\$10.16	\$18.10
07	\$11.14	\$19.85
08	\$11.84	\$21.09

Effective P.P. 1 FY 2006 through P.P. 26 FY 2006

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
01	\$7.95	\$14.17
02	\$8.41	\$14.96
03	\$8.87	\$15.80
04	\$9.39	\$16.73
05	\$9.81	\$17.47
06	\$10.32	\$18.38
07	\$11.31	\$20.15
08	\$12.02	\$21.41

#### **APPENDIX D**

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

Effective upon ratification P.P. 1 FY 2004 through P.P. 26 FY 2004

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
04	\$9.50	\$16.92
05	\$9.97	\$17.78
06	\$10.49	\$18.69
07	\$11.38	\$20.27
08	\$12.51	\$22.29
09	\$13.13	\$23.40
10	\$13.79	\$24.58
11	\$15.35	\$27.35
12	\$17.62	\$31.40

Effective P.P. 1 FY 2005 through P.P. 26 FY 2005

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
04	\$9.60	\$17.09
05	\$10.07	\$17.96
06	\$10.60	\$18.88
07	\$11.50	\$20.48
08	\$12.64	\$22.52
09	\$13.27	\$23.64
10	\$13.93	\$24.83
11	\$15.51	\$27.63
12	\$17.80	\$31.72

Effective P.P. 1 FY 2006 through P.P. 26 FY 2006

<u>Pay Range</u>	<u>Entry</u>	<u>Maximum</u>
04	\$9.75	\$17.35
05	\$10.23	\$18.23
06	\$10.76	\$19.17
07	\$11.68	\$20.79
08	\$12.83	\$22.86
09	\$13.47	\$24.00
10	\$14.14	\$25.21
11	\$15.75	\$28.05
12	\$18.07	\$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**

### **Equivalency Experience Chart 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. Factors that influence the market rate for experience pay include the local employment situation, availability of skills in the applicant pool, 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).

1. Determine the number of years of documented experience in the same or similar job.
2. Reconstruct the appropriate pay rate based on previous and/or current CWA agreement pay provisions for the title, assuming seniority equal to the years of experience in #1 above. The reconstruction is based on the assumption of continuous service in the title from the date of hire.
3. The offered rate will not exceed the rate calculated in # 2 above.

Example:

- In May 2003 a Custodial Worker applicant documents five years of experience as a Custodial Worker.
- The entry rate for Custodial Worker in May 1998 was \$7.34.
- Applying the increases in June 1998 (3.5%), June 1999 (4%), and June 2000 through June 2002 (\$2.11), the reconstructed rate is \$10.02.

The applicant could be offered up to \$10.02.

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 days of receipt of the documentation.

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 15% 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.

**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,  
R. Reed Fraley  
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,  
Director, Labor Relations

**Letter #3 -- Paychecks**

Dear CWA Members and President Murray:

Effective upon ratification of this agreement through March 31, 2006, nonexempt bargaining unit members will be eligible to receive no less than two pays per month.

Sincerely,  
Director of Labor Relations

#### **Letter #4 -- Hospital Raises**

Dear CWA Members and President Murray:

Hospital bargaining unit members whose OSU anniversary date occurs after March 31, 2006, but before the end of the last pay period of the fiscal year 2006, will receive their wage increase on their OSU anniversary date even though this contract expires.

Sincerely,  
Director, Labor Relations

#### **Letter #5 -- Classification Restructuring and Skill Development**

Dear CWA Members and President Murray:

It is the joint intention of the parties to review and revise bargaining unit classification specifications and job descriptions as necessary. The union will have the opportunity to submit selected job classifications for review. The revised specifications will delineate duties to be performed as well as the experience, education and skills needed to perform those duties.

CWA members will have input into the new specifications as subject matter experts. In tandem with the specification development, a skill development system in which employees will have the opportunity to increase their job knowledge and thus potentially improve their advancement possibilities will be explored during the next three (3) years. This will potentially require identifying learning opportunities for employees and developing a skill assessment component. Any such resulting skill development system must be adopted by mutual agreement.

In the interim, the standard for considering a reclassification to a higher-level title will include the following factors: 1) Whether the employee has responsibility for overseeing

other employees or projects including ensuring that the project is satisfactorily completed 2) Whether the employee possesses the skills needed to complete the duties required of the higher-level position. Revised specifications will be developed consistent with this concept.

Sincerely,  
Director, 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,  
Director, Labor Relations

**Letter #7 -- Arbitration Meetings**

Dear CWA Members and President Murray:

Representatives of the Union, the Director of Labor Relations 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,  
Director, Labor Relations

**Letter #8 -- Uniforms for Patient Transporters**

Dear CWA Members and President Murray:

The Hospital agrees to purchase one complete uniform (top and pants) for each bargaining unit member employed in the patient transporter title 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 designated by the Hospital.

Sincerely,  
Director, Labor Relations

## **Letter #9 -- Pilot Sick Leave Conversion Program**

Dear CWA Members and President Murray:

The pilot 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 August 1, 2003 or within 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 pilot program 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.

The Pilot Sick Leave Conversion Program will begin pay period 9, FY 04 (October 5, 2003) and continue for 36 pay periods. The first conversion will take place at the end of pay period 14, FY 04. 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.

Sincerely,  
Director, Labor Relations

### **Letter #10 – Labor Management Committee for Review of Contracting Issues**

Dear CWA Members and President Murray:

The University and CWA agree to establish a Labor Management Committee to design a structure and timeline for the University and CWA to understand current procedures for contracting out work and to explore opportunities for bargaining unit employees to perform work potentially contracted out by the University.

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.

The Committee will begin to meet no more than 90 days after contract ratification with a goal of developing recommendations beginning not less than 180 days after ratification. The Committee will consist of 6 representatives, 3 of whom will be appointed by each of the CWA and the University. The Committee will focus its work initially on one business unit which will be selected by the University and CWA. The Committee will meet regularly to develop realistic and mutually beneficial recommendations for the selected business unit, but which may also provide a useful model for other units of the University. The Committee shall provide a status report not less than quarterly to the Associate Vice President of Human Resources.

Sincerely,  
Director, 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 2004	FY 2005	FY 2006
.80	.90	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 2004	FY 2005	FY 2006
.80	.90	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,  
Director, Labor Relations

### **Letter #12 -- Grievance Processing**

Dear CWA Members and President Murray:

Beginning October 1, 2003, the parties commit to comply with the following grievance procedure time limits in the manner specified herein:

1. If the Union does not comply with the 10 day filing deadline of 8.14 A (1), Management is under no obligation to hear the grievance.
2. Management will schedule hearings within the timelines noted in 8.14(A)(1), 8.14(B)(1) and 9.4. Grievance hearings will only be rescheduled when advance notice is provided to the other party. In no event will a hearing be scheduled more than 45 days from the time it was received by Management unless the parties mutually agree to an extension.
3. If Management misses a 10 day response filing deadline of 8.14 A (2), the grievance is automatically advanced to Level Two. Beginning October 1, 2003, if Management misses the response deadline specified in 8.14 B (5) or 9.4, the grievance is automatically advanced to arbitration, and the University will pay the arbitrator fee for the arbitration. If Management does not miss any such 8.14 B (5) or 9.4 response deadlines between October 1, 2003 and October 1, 2004, this provision will become null

and void. If there is an increase in grievances which must be processed by management exceeding the monthly average over the life of the April 1, 2000 – March 31, 2003 collective bargaining agreement, this October 1, 2003 provision becomes null and void.

The parties reaffirm that they intend to comply with the requirement of 8.14(B)(7) that the hearings begin promptly and that necessary prior investigative and other preparations will take place prior to hearing.

### **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 Physical Facilities 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 Physical Facilities 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 of the Ohio Department of Industrial Relations in cooperation with the Bureau of Apprenticeship and Training, U.S. Department of Labor.
3. The pay increase called for in paragraph 6 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 an appropriate increase.

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 Residence and Dining Halls Buck I. D. program. This program provides discounts off the cash price of meals served in the Residence and Dining Halls dining commons.

When dining commons operated by Residence and Dining Halls are open for service, the following meal privileges will apply:

A. Bargaining unit members employed by Residence and Dining Halls Food Service 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 Residence and Dining Halls 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.

D. Notwithstanding any other provision, if Residence and Dining Halls operates significantly different food service operations during the term of this Agreement, the University will meet with the Union to discuss the implementation of a different meals policy for those operations.

E. Residence and Dining Halls reserves the right to limit servings of special feature entrees.

### **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 Physical Facilities, 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 Alternative Pay Process**

The Union will identify bargaining unit members to participate in a pilot program regarding the alternative pay process. It is not expected that all bargaining unit members have to participate in the pilot program. CWA will participate fully once there is full participation by CCS, A&P, student and all other University employees. In addition, the Union will:

- Have input into the marketing, design and implementation of the alternative pay process
- Be involved in the assessment of the pilot program upon its completion
- Be allowed to meet with the University to discuss the results of the pilot program

### **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.

### **Memorandum of Understanding #6**

Within two weeks of ratification of this tentative agreement, those bargaining unit members on the payroll as of the date of ratification, will receive a one time, \$350.00 cash bonus less applicable deductions. This includes intermittent bargaining unit members as well as those in a probationary status but does not include temporary bargaining unit members or Members Only employees. The \$350.00 bonus will be prorated for part-time employees.

**For Communications Workers of  
America**

**For The Ohio State University**

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**Jeffrey Rechenbach**

Vice President  
CWA District 4

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**Richard Murray**, President  
CWA Local 4501

CWA Bargaining Committee:

**Mike Mogan** – Vice President, CWA  
Local 4501

**Michael G. Secrest** – Recording  
Secretary, CWA Local 4501

**Tammi Post** – Treasurer, CWA Local  
4501

**Terryl Davis** – Physical Facilities

**Mike Good** – Wooster Campus

**Stan Higgins** – Mansfield Campus

**Don Ingram** – Student Affairs

**Kevin Kee** – Student Affairs

**Mericle Long** – Medical Center

**Marvin Newman** – Medical Center

**Kevin Perry** – Medical Center

**Carl Reedy** -- Transportation & Parking

**Roger Williams** – Transportation & Parking

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**Todd A. Hunter**  
Labor Relations

University Bargaining Committee:

**Peggy Barylak** – Physical Facilities

**Karen Durano** – Medical Center

**James Kane** – Student Affairs

**Eileen Kieffaber** – OARDC

**Renne Kommula** – Business and  
Finance

**Judith Lang** – Business Operations

**Phil Moots** – Spokesperson

**Mark Ringer** – Medical Center

**William Schwartz** – Student Affairs

**Kimberly C. Shumate** – Legal Affairs

**Judith Vertikoff** – Physical Facilities