COLLECTIVE BARGAINING AGREEMENT

Between

THE OHIO STATE UNIVERSITY

And

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL 322, OHIO COUNCIL 8, AFL-CIO

February 1, 2024 through January 31, 2027
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ARTICLE 1
PREAMBLE / PURPOSE

Section 1. Collective Bargaining Agreement: This collective bargaining agreement (hereafter "Agreement" or "Contract") is entered into by and between The Ohio State University (hereafter "University" or "Employer") and AFSCME Ohio Council 8, AFL-CIO and AFSCME Local 322, Wex Workers United (hereafter "Union" or "AFSCME") to set forth the wages, hours, and terms and conditions of employment for AFSCME bargaining unit members (as described by the State Employment Relations Board Case Number 2022-REP-03-0029 and Appendix A) employed at the Wexner Center for the Arts at The Ohio State University.

The Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers’ exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.

Section 2. Savings: This Agreement is subject to all applicable Federal and State laws as set forth in O.R.C. Chapter 4117. Should any part of this agreement be rendered or declared invalid by a court of final and competent jurisdiction, said declaration will not affect the validity of the surviving provisions of this agreement, which shall continue in effect for the duration of the Agreement. Upon written request by either party, the parties shall meet at mutually agreed times to modify and invalid provisions through good faith negotiations.

Section 3. Applicability: This Contract, when executed, shall supersede and replace all applicable state and local laws which it has authority to supersede and replace including, but not limited to Chapter 124 of the Ohio Revised Code and attendant Department of Administrative Services’ rules. Where this Contract is silent, the provisions of applicable law and the policies and procedures of the University shall prevail.

Section 4. Definitions: 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 nonweekend day which is not a holiday.
ARTICLE 2
UNION RECOGNITION

Section 1. Recognition: The University hereby recognizes AFSCME Ohio Council 8, AFL-CIO and AFSCME Local 322, Wex Workers United as the sole and exclusive bargaining agent for its full time employees defined in the State Employees Relations Board (“SERB”) Case Number 2022-REP-03-0029 who are in the job titles set forth in Appendix A.

Section 2. Newly Created Classifications Positions: The University will notify, in writing, the Union of all newly created classifications positions which are not excluded under O.R.C 4117.01 or the State Employment Relations Board (SERB) Case Number 2022-REP-03-0029 as amended by Appendix A, prior to filling such positions.

Section 3. Performance of Bargaining Unit Work: Work customarily performed by bargaining unit members shall not be performed, assigned, or transferred to other personnel except under the following conditions:

A. In the event of an emergency;

B. Where qualified bargaining unit members are not available; or

C. Where other personnel are used to instruct or demonstrate proper methods or procedures of performing work operations.

Section 4. Temporary/Intermittent Employees: In departments where there exists a staffing shortage, temporary/intermittent employees may be hired as a supplement to the workforce. It is not the intent of the University to erode the bargaining unit with temporary/intermittent employees.

Section 5. Sub-Contracting: It is not the University's intent to contract to the harm or detriment of its employees.

Before the University makes a decision to contract out or subcontract bargaining unit work, the Union will be given advance notice, an explanation of the reason for the potential contracting out or subcontracting, the anticipated timing, and a reasonable opportunity to provide input, and suggest alternatives for maintaining the work in the bargaining unit. The University, in good faith, will consider these alternatives.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Management Rights:
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.

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

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.

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 4
UNION DUES DEDUCTIONS

Section 1. Deduction: Upon the presentation of a written deduction authorization form signed by the member, the University shall deduct union dues from the pay of bargaining unit members. The Union shall notify the University of the amounts to be deducted. Deductions shall be made from the pay of employees monthly.

Section 2. Continuance: Previously signed and un-revoked authorization cards shall continue to be effective for current members.

Section 3. ACH Transfer: All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the last business day of the month in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of
the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Section 4. Information: The University shall email, with each deduction and transmittal of dues, the name, employee ID number, and the amount of the deduction for each member as well as, the total amount of the dues deducted for all members for the pay period of the report in Excel or Text format to oc8dues@afscme8.org.

Section 5. The University's obligation to make such deductions shall terminate automatically upon termination of the employment of the member who signed the authorization. If the member is transferred to a position with the University not covered by this Agreement, the University will discontinue such deductions.

ARTICLE 5
UNION LEAVE AND ACCESS TO FACILITIES

Section 1. Release Time for Contract Enforcement: Union Officers, Stewards, and Representatives will be permitted time during work hours with University approval for the purpose of investigating, writing, and filing grievances, preparing for and attending grievance and disciplinary hearings, labor-management meetings and any other meeting relevant to the enforcement of the provisions of this Agreement. The University will schedule meetings to minimize impact upon the operations of the University. Approval for such release time shall not be unreasonably denied. The University reserves the right to limit the number of members off work at any one time under this section.

Section 2. Unpaid Time for Union Business: Union Officers, Stewards, and Representatives will be permitted time during work hours for attendance at Union Conventions/Conferences, Trainings, and Membership Drives which take place outside of the University’s facilities. These members will have the option to use appropriate leave banks to cover this time, or take the time unpaid. Absences for Union business will be scheduled as far in advance as possible to minimize impact upon the University’s operations. The University reserves the right to limit the number of members off work at any one time under this section.

Section 3. Release Time for Negotiations: The University agrees to allow no more than five (5) bargaining unit members to serve on the Union's Bargaining Committee and be released to attend negotiation sessions. In order to allow an expedient and efficient negotiation between the parties, the Union’s Bargaining Committee will be permitted a reasonable amount of time (not to exceed two (2) workdays per Committee member) during work hours to draft proposals and otherwise prepare for the re-negotiation of this Agreement. The Union will notify the University of the names of the committee members prior to the first union negotiation preparation meeting.

Section 4. New Bargaining Unit Member Orientation: When an employee is hired into a bargaining unit title, the Union will be permitted to meet with the bargaining unit member at a time agreeable to management within the employee’s first two (2) weeks of employment. This
meeting will not exceed forty-five (45) minutes in length and will be strictly voluntary. No bargaining unit member will be required to attend.

Section 5. AFSCME Ohio Council 8 Access: Upon approval from management, non-employee representatives of the Union will be permitted access to the workplace for the purpose of contract enforcement, union business, membership meetings, labor-management meetings, new employee orientation, or any other matter related to the representation of the Union. Such approval shall not be unreasonably denied. Union representatives agree to conduct themselves professionally and communicate their need to access the University’s facilities as far in advance as possible. Representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the University may establish.

ARTICLE 6
NON-DISCRIMINATION

Section 1. No Discrimination. The provisions of this Contract shall be applied equally to all employees in the Bargaining Unit without regard to age, ancestry, color, disability, ethnicity, gender, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, pregnancy, race, religion, sex, sexual orientation, union membership/participation, or veteran status or any other bases under the law.

Section 2. Complaints. Complaints from members of the bargaining unit alleging discrimination or harassment under the University’s Non-Discrimination, Harassment, and Sexual Misconduct Policy shall be directed to the University’s Office of Institutional Equity. Complaints concerning discrimination based on union membership or non-membership should be directed to the University’s Human Resources department.

Section 3. Jurisdiction. Nothing in the Article precludes a member of the bargaining unit from exercising their rights before the Equal Employment Opportunity Commission and/or the Ohio Civil Rights Commission. The grievance process is not an exclusive remedy regarding Federal or State equal employment opportunity law.

ARTICLE 7
LABOR-MANAGEMENT COMMITTEE

Section 1. Establishment. A labor-management committee shall be established to discuss matters important to the Wexner Center for the Arts and the Union of bargaining unit workers. The committee will meet quarterly but may meet more often by mutual agreement of the parties. Committee meetings will be held during working hours. The committee will be co-chaired by a Union and a Wexner Center for the Arts representative. The Committee membership shall be comprised of an equal number of Center and Union representatives and shall not exceed four (4) representatives each unless agreed to by the parties. One of the Center’s representatives shall also be a member of the Executive Management Team. Agenda items will be mutually agreed upon at least three (3) days in advance of the meeting.
Section 2. Purpose. The purpose of the committee is to provide a means for continuing communication between the parties, to engage in joint problem solving, to promote jobs for the future, to promote healthy lifestyles and work environment, and to develop a climate of constructive labor relations. The meetings may include:

A. Discussions regarding the administration of this Agreement;
B. An opportunity to inform the Union of changes contemplated by the Center which may have a direct effect on bargaining unit members;
C. An opportunity to inform the Union of future operational needs and programs of the Center;
D. An opportunity for Union representatives to discuss the views of the bargaining unit members and to make suggestions on subjects affecting the membership;
E. 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;

At each committee meeting, the Executive Management Team representative shall provide a report of the most recently held meetings. The Union may provide feedback, either verbal or written, which is intended to be shared at the ensuing Executive Management Team meeting.

Section 3. Training. The committee should utilize joint problem-solving techniques to promote excellence of work quality and performance. Committee members will be offered effective labor management cooperative training where appropriate. Training will be conducted during working hours.

Section 4. Non-Negotiation. Committee meetings are not negotiations and may not alter this collective bargaining agreement.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of "Grievance": The term "grievance" shall mean an allegation by the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes to the Articles of this Agreement.

Section 2. Filing Grievances: All grievances must be timely processed at the proper step in order to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the University within the stipulated time limits shall be automatically moved to the next step. All time limits on grievances may be extended upon mutual written consent of the parties.

Where a group of bargaining unit employees wish to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance with the appropriate Union representative.
If the grievance involves the employee's immediate supervisor, the grievance may be filed directly at Step 2 of the grievance procedure.

Section 3. Grievance Procedure: It is the mutual desire of the Employer University and the Union to provide for prompt resolution of grievances. Nothing in this Section shall be deemed to preclude an employee from discussing any problem or question with their immediate supervisor. The University and the Union agree to make a responsible effort to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

(a) Informal Step: The employee and/or their Union steward may discuss the grievance with their immediate supervisor within ten (10) days of the occurrence.

(b) Step 1 - Supervisor: If, after ten (10) days following that informal discussion (or the event giving rise to the grievance if an informal discussion is not had), the grievance has not been satisfactorily adjusted, it shall be reduced to writing with a statement of the facts, issues involved, and remedy sought, and shall be forwarded to the appropriate manager with a request for a meeting with the Union steward and the grievant. The specific section(s) of the Agreement which has allegedly been violated must be included in the written grievance. Within ten (10) days of receipt of the written grievance, the manager shall schedule and hold such meeting at a mutually agreeable time.

(c) Step 2 - Labor Relations Manager: If the grievance remains unsettled after the meeting between the Supervisor and the Union steward, a further meeting shall be scheduled within ten (10) days between the Labor Relations Manager or designated representative, the grievant, and a representative of the Union. A written response to the grievance shall be provided within ten (10) days following the meeting.

(d) Step 3 - Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within thirty (30) days following the date the grievance was answered in Step 2 of the grievance procedure. In the event that the grievance is not referred to arbitration by the Union within the time limit prescribed, the grievance shall be considered resolved.

Section 4. Arbitration: The Union shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall submit a copy of such request to the University. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator. An arbitrator will be selected by the parties by alternative strike with a coin flip (or other mutually agreed process) determining the right to strike the first name.

The arbitrator shall issue a decision within forty-five (45) days after the closing of the record, unless mutually agreed otherwise by the parties. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement. In rendering a decision, the arbitrator will consider the parties’ obligations under federal and state laws, regulations, University policies, and/or work rules, including, but not limited to, Title IX of the Educational
Amendments of 1972 and the Consent Agreement entered into by and between the Office of Civil Rights and the University. The arbitrator’s decision shall not cause the University to violate Title IX and its regulations. The arbitrator's decision shall be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein.

The arbitrator's decision and the arbitration proceedings identified in this Article are subject to the relevant provisions of the Ohio Revised Code.

All costs directly related to the services of the arbitrator shall be split equally by the parties. Expenses of any witnesses shall be borne, if any, by the party calling the witnesses. If a grievance is settled prior to a scheduled arbitration hearing the parties shall split the cost of any cancellation fees. If a party desires a transcript of the proceedings, the total cost for such transcription and the cost of a stenographer/reporter shall be paid by the party desiring the transcript. If the other party desires a copy of the transcript, the total cost of the transcription and the cost of the stenographer/reporter shall be shared equally by both parties.

An employee, steward, or Union officer requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without necessity of a subpoena. The University shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and required by either the Union or the University at the employee's applicable rate of pay, solely for the period of time it is necessary for the employee to attend and testify at the hearing. Where practical, the employee witness shall continue working their normal job duties until such time the employee is summoned to appear. It is agreed that any request for attendance shall be made in good faith. The President or a designee shall be permitted to attend the arbitration hearing with pay.

Section 5. Mediation: The parties may, at any point in the grievance or arbitration process, agree to submit the grievance to mediation. Thereafter, the parties will notify the Federal Mediation Conciliation Service ("FMCS") asking FMCS to appoint a mediator to assist the parties in resolving the dispute. The parties may also mutually agree upon a mediator. The mediator will schedule a meeting with the parties and their representatives as soon as possible after the notice has been received. The mediation process will be in accordance with the processes developed and in place with the FMCS. If the grievance cannot be resolved in mediation, or the parties do not mutually agree to submit to mediation, the grievance or arbitration procedure will continue as prescribed above.

ARTICLE 9
CORRECTIVE ACTION

Section 1: The University shall retain the right to take corrective action on a bargaining unit member for just cause.

Section 2: Corrective action shall be taken according to the seriousness of the offense and that the basic purpose for corrective action is corrective not punitive. It is expected that verbal
counseling regarding general performance will be communicated as appropriate prior to formal corrective action being administered.

Section 3: The usual progression of corrective action will be written reprimand, final written reprimand, suspension or working suspension, and discharge. The University agrees that it will not unreasonably or arbitrarily delay in the processing of any contemplated corrective action.

Section 4: No Bargaining Unit member covered by this Agreement shall be issued a final written reprimand, suspended, demoted, or discharged without first being given the opportunity to attend a meeting conducted by the Labor Relations Manager, or designee, at which the member may show cause why the member should not be issued a final written reprimand, suspended, demoted, or discharged. A notice of the meeting and charges (which shall include the corrective action packet) shall be given to the member at least five (5) working days in advance of the meeting. A union representative may attend the meeting and may attend any investigatory interview related to a disciplinary matter at the request of a member.

The outcome of the meeting will be sent in writing to the member and the Local Union President within ten (10) working days following the meeting. If the outcome is not going to be issued within ten (10) working days following the meeting, a representative of the Office of Human Resources will notify the Union of a specific issue date.

Section 5: Written reprimands will be in effect for a continuous period of twelve (12) months provided there have been no reprimands or corrective actions for a continuous period of twelve (12) months. Final written reprimands and suspensions issued by the Labor Relations Manager, or designee, will be in effect for a continuous period of twenty-four (24) months provided there have been no further corrective actions for a continuous period of twenty-four (24) months.

Section 6: Any dispute by a bargaining unit member regarding a corrective action shall be subject to the grievance procedure as described in Article 8. Disputes involving final written reprimands, suspensions, and discharges shall begin at Step 2 (Labor Relations Manager) of the grievance procedure.

ARTICLE 10
SENIORITY

Section 1. Definition: Seniority is an employee's length of total time-in-service (excluding any breaks in service) with the Wexner Center for the Arts, including any approved leaves of absence.

Section 2. Loss of Seniority: An employee shall lose all seniority rights for any one or more of the following reasons:

A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which they are entitled to at the time of their retirement).
   i. An employee may return to employment and pick up where they left off seniority.
B. Voluntary resignation.
   i. An employee may return to employment and pick up where they left off seniority.
C. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
D. Failure to give notice of intention to report or failure to report to work when recalled from layoff.
E. Layoff for a continuous period longer than the recall right period.
   i. An employee may return to employment and pick up where they left off seniority.
F. Failure to report to work within five (5) workdays following the expiration of an approved leave of absence.
G. Reassignment to a non-union position.
   i. An employee may return to employment and pick up where they left off seniority.

Section 3. Seniority List: The Employer agrees to provide a seniority list on a quarterly basis to the local Union president.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Reduction in Force: Should the University decide the layoff of a bargaining unit member(s) is necessary due to lack of funds or lack of work, the University will meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

A bargaining unit member facing layoff will be offered the option of (1) accepting the University’s standard severance package in accordance with University policy or (2) retaining recall rights in accordance with Section 3.

Section 2. Order of Layoff: The University will lay off bargaining unit employees by classification (job profile) in order of reverse seniority (the least senior employee laid off first, and the most senior employee laid off last).

Section 3. Recall Rights: Eligibility for recall shall continue for one (1) year from the date of layoff.

A. Recall rights shall be limited to the classification (job profile) held by the laid off employee. In the event a position becomes available during the recall period in the classification from which the member was laid off, the Center shall notify the laid off employee, in reverse order of their layoff, of the open position. The notification shall be by certified mail to their last known address and by email to their last known e-mail address. The employee is required to notify the Center within ten (10) working days of the issuance of the notice of their intention to return to employment, and must report for work within fifteen (15) working days of the issuance of the notice. If the employee fails to do so, then the employee shall lose their seniority rights and will be considered as having forfeited their recall rights. Laid off employees reinstated within the recall
eligibility period shall receive the appropriate rate of pay for the position to which they return with any adjustments that they would have received had they never been laid off.

B. In the event a different bargaining unit position becomes available during the recall period, the Center shall notify each employee in laid off status, of the open position. The notification shall be by certified mail to their last known address and by email to their last known e-mail address. The employee(s) is required to notify the Center of their desire to apply for the bargaining unit position and must submit their resume through the University’s online application process within fourteen (14) calendar days of the date of the notice. If any employee in laid off status meets the minimum qualifications, they will receive an interview. If the Center determines an employee in laid off status is the most qualified candidate, they shall be notified and shall return to work as soon as practicable. Laid off employees reinstated pursuant to this section shall receive the appropriate rate of pay for the position to which they return.

Section 4. Bumping / Displacement Rights: An employee affected by a layoff may displace (“bump”) a less senior employee in the same classification within this bargaining unit. An employee who elects to bump shall have five (5) work days after receipt of a layoff notice to request displacement/bumping rights. The University will respond to the request within five (5) work days. Bargaining unit members laid off because of the application of these rules may not exercise displacement rights to move into a position outside of the bargaining unit. No employee outside the bargaining unit shall be permitted to displace any bargaining unit member.

ARTICLE 12
BULLETIN BOARDS

A bulletin board (or boards, where necessary) which is reasonably accessible to all members of the bargaining unit will be established. The Union shall be responsible for the maintenance and posting of material on the bulletin board(s). The Union agrees not to post anything disparaging or make personal attacks toward the Center or its representatives, or to any member of the bargaining unit or the public. material which violates University or Wexner Center for the Arts policy.

ARTICLE 13
HOURS OF WORK AND OVERTIME

Section 1. Work Week: Forty (40) hours of work shall constitute a regular work week for full-time, non-exempt bargaining unit members which shall normally be scheduled five (5) consecutive days of eight (8) hours per day. Changes to a member’s normal schedule may be made with reasonable notice to the member and the union.

Section 2. Overtime: Non-exempt bargaining unit members will be paid overtime compensation when they work more than 40 hours in a work week. Pay for hours worked in excess of 40 in a work week will be paid at a rate of time and one-half the regular rate of pay. The calculation of
hours worked includes holiday benefit pay. Holiday premium pay hours will count toward the calculation of overtime eligibility and will be used to offset any holiday benefit pay hours used in the calculation of overtime. The calculation of hours worked excludes paid time off hours such as sick time off, vacation time off, and compensatory time off.

Non-exempt bargaining unit members must receive approval from their supervisor prior to working overtime.

Section 3. Compensatory Time: A non-exempt bargaining unit member may elect to earn compensatory time in lieu of overtime compensation. The supervisor may require the member to designate whether they want to earn compensatory time or overtime compensation prior to being approved to perform the work. Compensatory time must be used at a time mutually agreed upon by the member and the supervisor.

A non-exempt bargaining unit member may not maintain more than 240 hours of compensatory time. Earned compensatory time must be used within 365 days from the day it was earned. Any earned compensatory time that is not used within 365 days will be paid out on a regular paycheck.

A non-exempt bargaining unit member who reaches a maximum of 240 accrued hours of compensatory time will be paid for any hours that exceed that maximum in the pay period following the pay period in which the maximum was reached. Unused compensatory time will be paid at the member’s current base hourly rate of pay in the following circumstances:

A. if not taken within 365 days of being earned;
B. upon job transfer to another department in the University;
C. upon moving from a nonexempt position to an exempt position; or
D. upon separation from employment.

Section 4. Record Keeping: Non-exempt bargaining unit members are required to submit time worked in a timely and accurate manner.

Section 5. Call Back Pay: When a non-exempt bargaining unit member is to report to work outside of their regular work hours or after they have been relieved of duty for the day, they shall be paid for a minimum of four (4) hours at the applicable rate of pay.

Section 6. Exempt. Ordinarily, forty (40) hours shall constitute a regular work week for full-time, overtime-exempt bargaining unit members. However, hours of work for bargaining unit members who are salaried, exempt employees may vary on a daily, weekly, and annual basis.

Section 7. Pursuant to University’s Policy 6.12, the Center strongly encourages the use of non-traditional/flexible work arrangements as one approach to supporting staff and their work/life effectiveness, to improving staff morale, and to recruiting and retaining a high quality workforce. Bargaining unit members are encouraged to proactively bring individual circumstances to the attention of their supervisor for the purposes of discussing flexible work arrangements. The Center will give favorable consideration to such requests when operationally feasible.
ARTICLE 14
JOB BIDDING

Section 1. Vacancy and Bidding Process: When a regular position covered by this Agreement becomes vacant because of retirement, resignation, 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:

A notice of the vacancy will be shared with all members of the bargaining unit by e-mail and posted for a minimum period of fourteen (14) calendar days.

Any bargaining unit member (including those who are absent due to vacation, illness, or other leave of absence during the posting process) or outside candidate may apply for the position through the University’s online application process. An employee may apply upon their return from leave and will be considered provided the position is still posted.

The University will consider only applicants who meet the minimum job requirements listed in the approved job description for the posted position. If a bargaining unit member meets the minimum job requirements, the member will receive an interview.

Section 2. Qualifications

The parties agree that qualifications for employment are guided by University Policy 4.10 Staff Recruitment and Selection.

ARTICLE 15
WAGES

Section 1. Pay Ranges: Effective as soon as practicable upon ratification, all bargaining unit members shall be compensated at a base rate of pay within the pay ranges in Appendix A of this agreement. Members whose current rate of pay is below the pay range minimum for their classification will have their base rate of pay increased to the pay range minimum.

Section 2. Merit Increases:

A. Effective as soon as practicable upon ratification, eligible bargaining unit members who have not already received a merit increase in 2023 will receive a 2.0% merit increase to their current base rate of pay retroactive to the pay period which includes September 1, 2023.

B. Effective the pay period which includes September 1, 2024, eligible bargaining unit members will receive a 2.0% increase to their base rate of pay.

C. Effective the pay period which includes September 1, 2025, eligible bargaining unit members will receive a 2.0% increase to their base rate of pay.
D. Effective the pay period which includes September 1, 2026, eligible bargaining unit members will receive a 2.0% increase to their base rate of pay.

E. Members whose base rate of pay is at or above the maximum of their pay range at the time of the increase will receive a one-time lump sum payment in lieu of a base rate of pay increase. Lump sum payments will be based on the maximum of the member’s pay range and subject to a member’s full-time equivalency and applicable withholdings.

F. Should a base pay increase cause a member’s base rate of pay to reach or exceed the maximum of the pay range, that member’s base rate of pay will be increased to the maximum of the pay range and the member will receive the remainder in a one-time lump sum payment subject to a member’s full-time equivalency and applicable withholdings.

G. Bargaining unit members who receive an overall rating of “does not meet expectations” (or equivalent rating) on the member’s preceding annual performance evaluation will receive no base rate of pay increase or lump sum payment under this section.

H. Bargaining unit members must have a hire date prior to April 1st to be eligible for that year’s merit increase under B, C or D of this section.

Section 3. Equity Increases:

A. Effective the pay period that includes September 1, 2024, members may receive an equity adjustment to their base rate of pay of up to 4.0%. Members who are not eligible for the market adjustment in Section 1 or an equity increase will receive a one-time lump sum payment equivalent to 1.0% of the member’s base rate of pay.

B. Effective the pay period that includes September 1, 2025, members may receive an equity adjustment to their base rate of pay of up to 2.0%. Members who are not eligible for the market adjustment in Section 1 or an equity increase will receive a one-time lump sum payment equivalent to 1.0% of the member’s base rate of pay.

C. Effective the pay period that includes September 1, 2026, members may receive an equity adjustment to their base rate of pay of up to 2.0%. Members who are not eligible for the market adjustment in Section 1 or an equity increase will receive a one-time lump sum payment equivalent to 1.0% of the member’s base rate of pay.

Section 4. Differentials: Non-exempt bargaining unit members will be eligible to receive a shift differential of $1.00 per hour for second shift and $1.50 per hour for third shift. An employee must work a shift of at least four (4) hours within that shift’s designated time range for that shift to qualify for shift differential pay. Second shift is defined as a shift in which the majority of the shift takes place between the hours of 3pm and 11pm. Third shift is defined as a shift in which the majority of the shift takes place between the hours of 11pm and 7am.

Weekend shifts consist of work performed during the hours of 11pm Friday to 11:30pm Sunday and will earn a differential of $1.50 per hour.
Section 5. Classification Review: A bargaining unit member may initiate a request for a job classification review in accordance with University Policy 3.10, Staff Compensation.

ARTICLE 16
TUITION REIMBURSEMENT

The University will provide for bargaining unit members and their eligible dependents the University Tuition Assistance Program as currently in effect and as may be amended by the University during the term of this contract. Through the Labor-Management Committee, the parties may suggest and discuss the implementation of additional training and vocational programs for the purpose of professional development.

ARTICLE 17
INSURANCE

Section 1. Health Insurance: The University will provide group health and related benefits to bargaining unit members. Such benefits will be provided to bargaining unit members on the same basis and costs as such benefits are provided to all others outside the AFSCME bargaining unit staff at the University.

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.

Section 2. Health Plan Oversight Committee: The Union shall appoint a member to the University-wide Health Plan Oversight Committee for the purpose of staying abreast of health-insurance related changes and reviewing and making recommendations to the University regarding anticipated charges in health insurance.

Section 3. Short-Term and Long-Term Disability: The University will provide Short-Term and Long-Term Disability benefits to bargaining unit members on the same basis and costs as such benefits are provided to all others outside the AFSCME bargaining unit staff at the University.

ARTICLE 18
HOLIDAYS

Section 1.

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 Years Day          Labor 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.

C. Nonexempt full time bargaining unit members who work on a holiday premium pay date will receive holiday premium pay which is calculated at one and one-half times the base rate of pay. Employees have the option of electing compensatory time.

ARTICLE 19
SICK LEAVE, PARENTAL LEAVE, AND FUNERAL LEAVE

Section 1. Sick Leave

Bargaining unit members shall accrue sick leave at a rate of 4.6 hours per 80 hours of service.

Eligible uses of sick leave include:
A. Illness or injury of:
   a. the bargaining unit member; or
   b. immediate family members
B. Medical, dental, or optical examination or treatment of:
   a. the bargaining unit member; or
   b. immediate family members
C. Exposure of the bargaining unit member to a contagious disease which could be communicated to others.

Sick leave for the purpose of examinations/treatments (B above), shall be scheduled as early in advance as possible. Sick leave for illness or injury (A above) shall comply with all departmental call-in procedures as applicable.

A medical professional’s note will be required for sick leave absences lasting three (3) or more consecutive work days. In addition, the Employer may request a return-to-work note from a medical professional with a demonstrable need.

Section 2. Parental Time Off

Employees can take up to six (6) work weeks of parental time off to care for and bond with a newborn or newly adopted child immediately following a birth or adoptive event. Parental time off is paid at 100% of the employee’s regular pay. Parental time off will commence following the birth or adoption of a child. When medically necessary or necessary to fulfill the legal requirements for an adoption, parental time off may be taken prior to the birth or adoptive event,
provided all eligibility requirements are met when the time off commences. Parental time off will run concurrently with available FML. If the employee is ineligible for FML or has an insufficient FML balance, parental time off will still be granted.

Intermittent parental time off may be taken during the first year following the birth or adoptive event with advanced notice, scheduling, and departmental approval.

Employees may, upon the expiration of parental time off, supplement that time with available leave banks up to an additional six (6) weeks. Employees must exhaust parental-time off prior to using their leave. Employees may also, where applicable, use Short-Term and/or Long-Term Disability benefits as provided by the Employer.

Parental time off may be taken in cases of stillbirth. In such event, a maximum of two weeks of parental time off may be used by each of the birth parent and other parent. Appropriate medical documentation is required.

Section 3. Funeral / Bereavement Leave

Employees may take up to five (5) days for bereavement due to death of an immediate or extended family member. The Employer may grant an additional five (5) days for the death of an immediate family member, subject to operational needs. Employees may take one (1) day of bereavement leave to attend funeral or services for a non-immediate or non-extended family member. The Employer may request documentation from the employee to verify the need for bereavement leave.

ARTICLE 20
VACATION LEAVE

Section 1. Accrual Rates: Employees shall accrue vacation leave at the following rates:

<table>
<thead>
<tr>
<th>Category (Full Time)</th>
<th>Years of Service</th>
<th>Hours Earned Per Year</th>
<th>Maximum Hours for Vacation Carryover and Pay Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unclassified Professional</td>
<td>0 to 3</td>
<td>96</td>
<td>240</td>
</tr>
<tr>
<td>Unclassified Professional</td>
<td>3+ to 10</td>
<td>120</td>
<td>240</td>
</tr>
<tr>
<td>Unclassified Professional</td>
<td>10+ to 24</td>
<td>176</td>
<td>240</td>
</tr>
<tr>
<td>Unclassified Professional</td>
<td>24+</td>
<td>200</td>
<td>240</td>
</tr>
<tr>
<td>Senior A&amp;P</td>
<td>0 to 25</td>
<td>176</td>
<td>240</td>
</tr>
<tr>
<td>Senior A&amp;P</td>
<td>25+</td>
<td>200</td>
<td>240</td>
</tr>
</tbody>
</table>

Section 2. Use of Vacation Time: 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.

Section 3. Vacation Time Pay Out: 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 chart above. 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.

ARTICLE 21
HEALTH AND SAFETY

Section 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 compliance with the Ohio Public Employee Risk Reduction Program, and other federal, state, and local laws and safe working conditions.

It is the responsibility of the University to provide safe working conditions, tools, equipment and work methods for employees. The University and the Union must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety rules and safe methods recommended for their safety. Violations of safety rules are to be considered the same as a violation of any other department rule. 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.

Health and safety will be a regular agenda item at the Labor-Management Committee.

Section 2. Lactation Facilities: The University agrees to provide a private room for employee-parents for the purpose of lactation.

Section 3. Parking: Disability parking passes are available through CampusParc. Bargaining unit members may avail themselves of any additional parking options available to Wexner Center for the Arts staff via the WCA Dock and Pad parking guidelines as determined by the Center.

ARTICLE 22
DURATION

Section 1. Term of Agreement: This Agreement contains the full and complete agreement between the parties and shall only be modified, changed, or amended upon mutual agreement, reduced to writing, and signed by both parties. This Agreement shall remain in full force and effect for a period of three years – commencing on February 1, 2024 and ending on January 31, 2027.
Section 2. Re-Negotiation: Should either party wish to negotiate a successor contract upon expiration of this contract, it shall notify the other party, in writing, no later than sixty (60) days prior to this contract’s expiration.

APPENDIX A

<table>
<thead>
<tr>
<th>Titles</th>
<th>Pay Range Minimum</th>
<th>Pay Range Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessibility Manager (Accessibility Specialist 4)</td>
<td>28.15</td>
<td>43.65</td>
</tr>
<tr>
<td>Assistant University Archivist (Archivist 2)</td>
<td>22.90</td>
<td>35.45</td>
</tr>
<tr>
<td>Associate Curator – Film/Video (Museum Curator Analyst 4)</td>
<td>33.60</td>
<td>52.10</td>
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<tr>
<td>Associate Curator – Wexner (Museum Curator Analyst 3)</td>
<td>25.75</td>
<td>39.90</td>
</tr>
<tr>
<td>Associate Editor (Writing and Editing Specialist 2)</td>
<td>27.30</td>
<td>42.35</td>
</tr>
<tr>
<td>Associate Preparator (Exhibitions Preparator 1)</td>
<td>15.15</td>
<td>23.50</td>
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<tr>
<td>Associate Producer, Performing Arts (Performing Arts Programs Specialist 1)</td>
<td>25.00</td>
<td>38.75</td>
</tr>
<tr>
<td>Associate Registrar (Exhibitions Coordinator 2)</td>
<td>25.00</td>
<td>38.75</td>
</tr>
<tr>
<td>Communications and Marketing Coordinator (Social Media Coordinator)</td>
<td>25.00</td>
<td>38.75</td>
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<tr>
<td>Curatorial Assistant (Museum Curator Analyst 1)</td>
<td>21.55</td>
<td>33.45</td>
</tr>
<tr>
<td>Data and Customer Relationship Analyst (Reporting and Analytics Specialist 2)</td>
<td>29.00</td>
<td>44.95</td>
</tr>
<tr>
<td>Digital Content Editor (Digital Channel Production Specialist 1)</td>
<td>24.30</td>
<td>37.65</td>
</tr>
<tr>
<td>Education Programs Coordinator (Education Services Analyst 1)</td>
<td>25.75</td>
<td>39.90</td>
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<tr>
<td>Exhibitions Department Coordinator (Exhibitions Coordinator 1)</td>
<td>22.90</td>
<td>35.45</td>
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<tr>
<td>Exhibitions Technician (Exhibitions Coordinator 1)</td>
<td>22.90</td>
<td>35.45</td>
</tr>
<tr>
<td>Events Coordinator (Performing Arts Production Technician 1)</td>
<td>17.00</td>
<td>26.40</td>
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<tr>
<td>Film/Video Curatorial Assistant (Museum Curator Analyst 1)</td>
<td>21.55</td>
<td>33.45</td>
</tr>
<tr>
<td>Film/Video Studio Editor (Media Arts Specialist 1)</td>
<td>24.30</td>
<td>37.65</td>
</tr>
<tr>
<td>Fiscal Associate (Financial Operations Specialist 1)</td>
<td>24.30</td>
<td>37.65</td>
</tr>
<tr>
<td>Graphic Designer (Graphic &amp; Motion Design Specialist 1)</td>
<td>20.95</td>
<td>32.45</td>
</tr>
<tr>
<td>Lighting Supervisor (Performing Arts Production Specialist 3)</td>
<td>27.30</td>
<td>42.35</td>
</tr>
<tr>
<td>Manager, Community, Youth, and Family Programs</td>
<td>27.30</td>
<td>42.35</td>
</tr>
<tr>
<td>Patron Services Coordinator (Retail Sales Associate 3)</td>
<td>18.60</td>
<td>28.85</td>
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<tr>
<td>Production Manager (Multimedia Production Specialist 3)</td>
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<td>Program Coordinator, Teaching and Learning (Education Services Analyst 1)</td>
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<td>Public Programs Coordinator (Education Services Analyst 1)</td>
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<td>Projectionist (Performing Arts Production Specialist 2)</td>
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<td>38.75</td>
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<tr>
<td>Senior Editor (Writing and Editing Specialist 3)</td>
<td>31.65</td>
<td>49.10</td>
</tr>
<tr>
<td>Social Media Coordinator (Social Media Specialist 1)</td>
<td>22.25</td>
<td>34.45</td>
</tr>
<tr>
<td>Sound Engineer (Performing Arts Production Specialist 3)</td>
<td>27.30</td>
<td>42.35</td>
</tr>
<tr>
<td>Studio Editor (Performing Arts Production Specialist 3)</td>
<td>27.30</td>
<td>42.35</td>
</tr>
<tr>
<td>Systems Analyst (Systems Administration Analyst 2)</td>
<td>31.65</td>
<td>49.10</td>
</tr>
<tr>
<td>Visitor Experience Coordinator (Ticketing) (Ticketing Sales Specialist 3)</td>
<td>21.55</td>
<td>33.45</td>
</tr>
<tr>
<td>Web Communications Specialist (Web Developer 3)</td>
<td>38.95</td>
<td>60.40</td>
</tr>
</tbody>
</table>
The parties have caused this agreement to be executed this 1st day of March, 2024.

On behalf of American Federation of State, County and Municipal Employees:

[Signatures and positions]

On behalf of The Ohio State University:

[Signatures and positions]