

MEMBERS ONLY AGREEMENT

BETWEEN

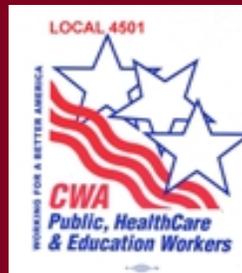
THE OHIO STATE UNIVERSITY



THE OHIO STATE UNIVERSITY

AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 4501



JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE 1 INTRODUCTION

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

- A. Improving performance and designing improved performance programs will continue to be a priority for the Union and the University.
- B. It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.
- C. It is recognized that the University is a public-trust operated for the benefit of students for their education.
- 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 OHIO REVISED CODE

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 are in effect on the effective date of the Agreement 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 or a judicial decision issued in the area of Union-University relations which 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 legislation or judicial decision. All other terms and provisions of this Agreement will continue unchanged.

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, employee 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 employee members into joining the Union or continuing their membership therein, or into not joining the Union or discontinuing their membership therein.
- B. Employee 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 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.

4.3 The above enumerated management rights shall not abridge and shall be exercised consistent with the provisions of the Agreement.

**ARTICLE 5
UNION RECOGNITION**

5.1

- A. The University recognizes Communications Workers of America as the sole and exclusive bargaining agent for its members who are employed by the University except for members covered by the Skilled Trades and Maintenance Employees and Service Employees Labor Agreements.
- B. Except as provided below, the provisions of this Agreement shall apply to each such employee member who has completed an original probationary period.

5.2 This Agreement shall not apply to:

1. Executive, Administrative or Professional employees who meet the tests for these categories as defined in the Federal Fair Labor Standards Act.
2. Supervisors who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other workers or to responsibly direct them, or to adjust grievances or to authoritatively recommend any of the above.
3. Employees with fiduciary or confidential responsibilities and those who deal with information to be used by the University in collective bargaining or who work in a close relationship with University Administrators directly participating in collective bargaining.
4. Employees who are engaged primarily in secretarial or office clerical duties.
5. Security employees.
6. Student employees.
7. Faculty, instructional or research employees.

5.3 It is recognized that there are Union members who are not subject to this Agreement. With respect to such members, the University agrees to comply with the grievance and arbitration procedures and also agrees that such members may avail themselves of the checkoff procedures contained in Article 6.

5.4 Any employee member who, on the effective date of this Agreement, was covered by one or more provisions of the preceding Agreement, shall continue to be covered by this Agreement in the same manner as before.

ARTICLE 6 CHECKOFF

6.1 The University will deduct regular monthly dues from the pay of employees 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) 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 Office of Human Resources prior to any deadline will be processed so as to provide the first dues deduction on the payday indicated on the schedule. Employees who become members of this agreement shall not be

covered by any of the provisions of this agreement during the first 45 days following receipt of the dues deduction authorization by the Office of Human Resources.

6.3

- A. Any employee member who has a dues deduction authorizations on file on June 30, 2018 of this agreement and employees who subsequently complete dues deductions authorization cards will have their dues deduction continued for the term of this Agreement subject to the right of any such employee members to cancel their dues deduction in the ten (10) day period immediately preceding the expiration date of this Agreement. Such requests for cancellation must be submitted directly to the Union during the ten (10) day window period.

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 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 employee members' names, work addresses, and hourly rates of pay

6.6 When an employee 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 an employee member returns to active pay status, the University shall reinstate dues 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 fees to the Union by the 15th of the month immediately following the month deductions are made from the employees' paychecks.

ARTICLE 7 UNION STEWARDS

7.1 Appointment

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 employee member staff in the achievement of excellence in work quality and performance
 - Skilled at developing good relationships with employee members and managers
 - Advocates for the high quality of working environments for employee members
- A. There shall be one (1) steward from each of sixteen (16) designated areas plus one (1) steward additional for each twenty-nine (29) employee 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 employee members at the University shall be maintained at one (1) steward for each twenty-nine (29) employee members.
- B. Area stewards will be assigned to areas. In the event the total number of employee members covered by this Agreement increases, the Union may appoint an area steward for each twenty-nine (29) additional employee 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) employee members.
- C. In the event the Union has employee members on a second shift in any area and the limitations imposed under 7.1 (A) 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.
- D.
1. When the Union wishes to appoint a steward from an area where release time would present serious operational problems or wishes to make an appointment that the University views to be counter-productive to the goals in this article, the President of the Local and the Labor Relations Manager for the University will meet to discuss an appropriate selection.
 2. When the continuing appointment of a steward presents serious operational problems related to release time or is viewed by the University to be counter-productive to the goals of this article, the President of the Local and the Labor Relations Manager for the University will meet to discuss an appropriate replacement.

- E. 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.
- F. 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) employee members in the new area, excepting the designated one (1) steward per area.
- G. The Union will provide the University with a list of stewards for each area and changes as they occur. The University will promptly prepare new steward listings and post them along with area maps in all appropriate departments.
- H. The Union may designate one of its stewards on every shift in each area to serve as a chief steward.

7.2 Training

The University recognizes that well trained Union stewards may aid in improving the operation of the Grievance Procedure contained herein. Upon the representation of the Communications Workers of America that its education department conducts steward training and steward education programming designed to enable union stewards to better understand and operate within the confines of the labor-management Agreement, the University agrees that recognized stewards of the Union will be granted one (1) day off with pay during each year of this Agreement to attend such a training program. Should the stewards require additional time off, 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 designated by the union shall be permitted one (1) additional day off with pay each year for advanced steward training.

7.3 Representation of Employees

- A. An area steward will represent an employee member at the employee member's request, subject to the provisions of this Agreement.
- B. Chief stewards 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.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 The word "Grievance" as used in this Agreement refers to an alleged failure of the University 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. Business Units and the Union may utilize supplemental problem solving processes prior to filing a grievance or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

Any supervisor or steward aware of a complaint of discrimination, harassment, and/or workplace violence shall notify the Office of Human Resources. To the extent an investigation is conducted by OHR, the grievance process will be suspended by mutual agreement until the completion of OHR's investigation.

8.2 A grievance, under this procedure, may be brought by any employee member. If a grievance is filed by a group of employee members, the Union may choose three (3) employee 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 The employee member and/or steward 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 employee member.

8.5 An employee member may choose the appropriate steward to represent him beginning with Level One of this Grievance Procedure. If an employee 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 Employee members who wish to consult with their area steward will be permitted to use a University telephone in their work area to contact the 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 an employee member who has a potential grievance. If such a consultation requires time off for the employee 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 Employee members and/or stewards 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 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 an employee 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 employee members involved will comply with the direction of their supervisor unless such direction clearly involves circumstances which could result in bodily harm to the employee member and/or 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 an employee 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 An employee 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, 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. The first level hearing officer will return any grievance form to the appropriate steward if it does not contain the above items. The grievance form shall be completed and resubmitted within three (3) working days.

8.14 Grievances will be processed only in the following manner:

A. LEVEL ONE

1. Employee members who believe they have a grievance will reduce their grievance to writing on a form provided by the University and present such grievance to their supervisor 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 send 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 employee member have received the Level 1 response. If the employee 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 sent 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 submit appeals directly to the Labor Relations Manager. Grievances which do not contain complete information as defined above or are deemed illegible will be returned within five (5) working days of receipt by the Labor Relations Manager to the steward whose name appears on the grievance form. The grievance form shall be completed and resubmitted to the Labor Relations Manager within five (5) working days of the date it was returned to the steward. Time limits will be extended accordingly.

B. LEVEL TWO

1. The Labor Relations Manager, or designated representative will hold a second level meeting, within ten (10) working days of the employee member's appeal.
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 (4) 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 Labor Relations Manager 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 ten (10) working days after said meeting, the Labor Relations Manager will give the University's final written decision to the employee 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 Labor Relations Manager within ten (10) working days after receipt of the Labor Relations Manager's final decision.
7. Grievance meetings will start promptly as scheduled. The Labor Relations Manager or designee may not discuss the grievance with either party immediately prior to the grievance meeting without the presence of the other party unless otherwise mutually agreed.

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

ARTICLE 9 RESOLUTION OF DISPUTES

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

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

- A. A statement outlining the dispute.
- B. Such facts concerning the dispute as the Union can provide which will substantiate the Union's position.
- C. A statement from the Union indicating that it wishes to have the dispute processed under this article and, therefore, waives the right to have the dispute processed through Article 8, Grievance Procedure.
- D. A list of the employees the Union wishes to have attend the hearing.

- E. Should the Union request attendance at the hearing of a management representative whose presence would have a direct bearing on the dispute, the requested representative or designee will attend.

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

9.4 Upon receipt of such a request properly submitted by the Union, the Labor Relations Manager or designee as soon as possible but not to exceed fifteen (15) working days from the date of receipt of the request, will arrange a meeting to hear the Union's arguments relative to the dispute, make such additional investigation as it deems appropriate and then, within fifteen (15) working days following the hearing, render a decision for the University. Time limits may be extended by mutual agreement of the parties in writing.

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

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 Union 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. Each party shall provide to the other, in writing, any request for documents at least seven (7) working days prior to the date of the scheduled arbitration hearing if possible. No party shall be precluded from presenting rebuttal information at the arbitration hearing. 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 of obtaining an arbitration panel from FMCS in cases in which an arbitration hearing is scheduled.
- 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 a 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 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, 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. 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 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 in writing by all parties, any grievance or corrective action dispute which has not been assigned to an arbitrator within 180 calendar days and heard by an arbitrator within 365 calendar days, with a decision issued no later than 18 months from the date the request for arbitration is filed shall be deemed withdrawn and no longer considered by the Union or University.

A case will be considered “assigned to an arbitrator” once an arbitrator has been selected and has accepted the case. The Union must provide the Labor Relations Manager with a copy of the FMCS panel at least 14 calendar days before the 180-day deadline. The Parties may extend these deadlines by written mutual agreement.

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.

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 employee member shall, for disciplinary 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 member receive any other form of corrective action except for just cause. Any dispute by an employee member regarding a disciplinary action issued by the Appointing Authority shall be processed through Article 10. Such appeals shall be submitted by the Union within ten (10) days of receipt of the action. All other disputes concerned with disciplinary actions will be processed through Article 8, Grievance Procedure.

11.2 When it is necessary to suspend, discharge, reprimand or demote an employee member, such action will be taken within forty-five (45) calendar days following the last alleged infraction. In the event of a serious incident, the forty-five (45) 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 employee member 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 employee member or their representative may show cause why they should not be suspended, removed or demoted. The University shall notify employee 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 an employee member does not attend a scheduled pre-corrective action meeting. The time limit will be automatically extended for fifteen (15) working days following the member's return to work.

The Local Union or Regional Representative will be notified at least five (5) working days in advance of such hearing at which time copies of the charge or charges alleged shall be made available to the Union. 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 ten (10) days prior to the hearing. The area steward may attend without loss of

pay. Scheduled hearing time will not be used for preparation time and the parties will make every reasonable effort to start hearings on time.

11.4 For general performance or minor offenses, the principles of progressive corrective action will be followed. Ordinarily, a progressive corrective action will involve informal coaching prior to the issuance of a documented constructive counseling. Informal coaching is not considered formal corrective action.

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

Written Reprimand or Documented Constructive Counseling

First Notice ----- written notice (issued at unit HR level)

Second Notice ---- one day suspension

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

Termination

- A. The above steps may be eliminated in the case of major infractions. If a major infraction results in suspension the number of days issued will be commensurate with the level of notice. For example, if the level is at second notice the member will receive a two day suspension.
- B. For employee members with less than 18 months (active pay status), a written reprimand or documented constructive counseling, and only one first notice are required to precede a termination for minor infractions.

11.5 Records of reprimands, documented constructive counseling, and First Notices Suspensions will become null and void one (1) year after issuance provided there have been no additional reprimands, documented constructive counseling or written notices 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, documented constructive counselings, first notices, 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 employee member.

11.8 If the University's action is based in whole or in part on portions of the employee member's record, such portions of the employee member's record will be made available for inspection by the employee member or by an appropriate union steward with written

authorization from the employee member during normal working hours and within one (1) working day after receipt of the request.

11.9 The University will provide copies of all reprimands, documented constructive counselings, written notices, notices of suspension, demotion, dismissal or removal orders to the bargaining unit member, the Local Union President, and the chief steward.

11.10 Corrective action after first notice 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 employee members which shall normally be scheduled over not more than five (5) days of eight (8) hours per day. Except in those areas where employee members have been previously otherwise scheduled, the eight (8) hours shall be consecutive. Once an employee 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 employee 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, employee members of these departments or locations may be scheduled for work weeks other than Monday through Friday. Such scheduling will be handled in strict accord with the provisions of this Agreement. Employee members hired after March 31, 1988 in departments and locations regularly scheduled Monday through Friday may be scheduled for work weeks other than Monday through Friday. Employee 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 employee 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

- A. For purposes of this section, "overtime" shall be defined as a work assignment which causes an employee member to be in an active pay status more than forty (40) hours in a pay week.

- B. Overtime opportunities for full-time employee members shall be equally distributed among such employee members who customarily perform the work assigned, and who are available for assignment. Any such employee member may reject routine or pre-scheduled overtime work provided another qualified employee member in the same classification is available for the assignment.
- C. Overtime opportunities shall not be assigned to part-time employee members unless, at the time the University is required to assign the work, no full-time employee member who satisfies the criteria of 12.4 (B) above is available for the assignment.
- D. 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 an employee member has not been given the employee member's overtime opportunity, it will be the sole obligation of the University to give preference to such employee member in future overtime assignments to correct the imbalance of opportunity.

12.5 An employee 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 Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Columbus Day
Juneteenth Day	Presidents Day
Independence Day	Christmas Day
Labor Day	

- B. If a holiday occurs while an employee 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 employee 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 employee members who volunteer for call-back assignments.

- B. There may be times during which departments require employee members to be on standby or "on-call" and who must be immediately accessible by telephone or pager. In these instances employee 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. Student Life employee 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 employee 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 Nutrition Services employees in the Medical Center off duty every other weekend. Nutrition Services employees in the Medical Center 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 an employee member's total uninterrupted service with the University. In accordance with federal law, bargaining unit members who are on military leave and have followed all of the legal and policy requirements to return to their position, will retain their seniority with the University as if they were working during their time off on military leave at the same number of hours prior to going on leave.

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

A. Employee members shall be considered probationary employees for the first one-hundred and eighty days of employment in the same classification.

13.3 An employee member's seniority shall terminate if an employee 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 an employee member is scheduled to be laid off and, upon request, will provide applicable length of service data when an employee 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 employee members shall be calculated as follows:

$$\frac{\text{Total no. of hours in active pay status}}{\text{-----}} \quad \text{for each year of employment.}$$

2080 hours

ARTICLE 14 PROMOTIONS

14.1 The University shall adhere to the University Rules for the Classified Civil Service regarding the filling of vacancies and promotions.

ARTICLE 15 REDUCTION IN FORCE

15.1 The University agrees that it will conform to the requirements of law regarding any necessary reduction of force relating to employee members employed by the University.

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

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. Employee 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 their 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. A request for a leave of absence to take full-time employment with the Union or for any other Union activity will be submitted by the Union directly to the Labor Relations Manager for consideration. The request will receive favorable consideration unless operations in the employee member's department would be adversely affected by the absence. A successive application for renewal will receive strong consideration.

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

16.4 Upon the expiration of an employee members' leave of absence, they 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 employee member to return to work.

16.6 Bereavement benefits for bargaining unit members will be in accordance with the applicable provisions of the University's Paid Time Off Policy 6.27.

16.7 Employee 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 employee 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, an employee member must provide the University with a doctor's certification attesting to the employee member's fitness to return to work.

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

- A. The leave must be for one of the reasons listed above.
- B. The request must be submitted by the Union, in writing, to the Labor Relations Manager not less than one (1) full week prior to the week for which the leave is requested.
- C. The leave will be granted only if the employee 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 employee members on military service.

16.12 After July 1, 2016, employee 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 additional cost to the employee member during the period of leave provided the employee 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 employee members in accordance with University policy.

ARTICLE 17 FEE AUTHORIZATION

17.1 The University will provide for employee 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 The University will provide group health benefits to employee members on the same basis as such benefits and costs are provided to all other University employees.

An employee member who chooses to participate in all or any part of the University-wide program of insurance benefits shall pay the member's share of premiums, deductibles and other costs as established by the University.

ARTICLE 19 VACATIONS

19.1 It is the intent of the University to honor an employee member's requested vacation time whenever possible. Vacations will be scheduled at such times as shall be mutually agreeable to the employee member concerned and the University. The University reserves the right to limit the number of employees 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 employee members choose the same vacation time and operational needs require the limitation of the number of employee members who can be off, the most senior employee member will be given first choice.

19.3

- A. When employee 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 employee 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 an employee member requests vacation less than 45 days in advance, the University will consider such requests when operational needs permit. In these cases, the employee member will be notified promptly as to whether or not such time off can be granted. Once an employee member's vacation has been approved, it will not later be changed because of the exercise of seniority provided in 19.2.

19.4 An employee member who is absent due to illness or injury and who has exhausted accumulated sick leave or an employee member who has been granted a leave of absence will be permitted to charge such absence to available vacation time.

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

<u>YEARS</u>	<u>ACCRUAL</u>
1 through 7	80 hours
8 through 14	120 hours
15 through 24	160 hours
25 or more	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 an employee member's death any earned but unused vacation for which the member was eligible to be compensated will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

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

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

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

ARTICLE 20 CLASSIFICATIONS

20.1 When requested, Employee member positions shall be continuously reviewed by the University to determine the appropriateness of the classification and whether or not employee members are working within their assigned classifications. The Union will represent employee 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 employee member is working within the assigned classification shall be made by comparing the employee member's actual job duties to the position specifications.

20.3

- A. If, as a result of a job audit or a classification review of an employee member's position, the position is determined to be improperly classified, the University will reclassify that position

as soon as possible after the determination is made. The incumbent employee 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.
- C. Reclassifications will not be posted, but the Union will be notified when employee 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 employee members is the right of the University.

20.5 When an employee member's position is to be reclassified, written notice shall be given 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. An employee 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.

20.6

- A. Whenever employee 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) per cent above their current base rate for the period the employee member occupies the position provided that the temporary occupancy is approved by the Office of Human Resources Classification/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 an employee member is assigned to work in a higher level position for a continuous period of more than two (2) weeks, but not more than ten (10) weeks, the employee member's department will promptly notify the Office of Human Resources Classification/Compensation and the employee member in writing of the temporary occupancy.
- C. If an employee member has occupied a higher level position for a period of more than two (2) weeks, the University will not deny the employee member the commensurate rate of pay because of improper notification by the employee member's department.

ARTICLE 21 EMPLOYEE PERFORMANCE EVALUATION

21.1 The University and the Union support a performance management system that is fair and equitable and that is applied consistently to all employee members. Supervisors of members shall conduct the performance evaluation process in a timely, fair and equitable manner, and in accordance with university values.

All employee members shall have performance expectations established annually by their supervisor at or near the beginning of the evaluation period. Members shall attend at least one feedback session during the evaluation process. Members shall receive a final written performance evaluation at or near the end of the evaluation period.

21.2 Employee members should participate fully and timely throughout the performance evaluation process. If an issue arises which cannot be resolved between the member and a supervisor, the member should contact a unit human resources representative or a steward for assistance in resolving the matter.

21.3 Performance management is intended to be an ongoing process of communication between the supervisor and the employee, focused on helping the employee achieve his or her best workplace results, and shall include the following elements:

- A. Performance planning – Clear and attainable performance expectations must be communicated to the employee in writing at or near the beginning of the evaluation period. These expectations should help the employee align individual goals with those of the unit and the University, and should be understood by both the member and the supervisor.
- B. Coaching - Coaching employees for improved performance is an integral part of performance management at the University. Coaching may take various forms, from observation and informal direction to formal meetings and written documentation, and should occur on a regular basis. Feedback sessions are one form of coaching, and should be briefly documented, including, the meeting date and time, a conversation summary, and any action steps committed to by the employee and/or the supervisor. Upon request, employees will receive copies of feedback session documentation.
- C. Multiple sources of feedback - To increase the potential for improvement, it is helpful for employee members to obtain and/or receive feedback from more than one source. Customers, peers, and self-evaluation can provide important feedback to supplement the observations of the supervisor.
- D. Performance Evaluation - This is the culminating communication of the performance cycle, focusing on areas of achievement, areas for improvement, and goals for the future. In conducting the final performance evaluation, supervisors will give due consideration

to, in addition to their own observations, any feedback obtained and provided by a member throughout the performance evaluation process.

21.4 Attendance is a critical component of job performance; however, no member's medical record shall be considered as part of an employee's performance evaluation.

21.5 Following a discussion with their supervisor concerning their evaluation, employee 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. Employee members shall not be retaliated against for exercising their right to attach a statement to their annual performance evaluation.

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

Upon request to their supervisor, employee 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 employee 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 employee member is not a party to the action.

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

22.2 Any employee member who is appearing before a court or other legally constituted body in a matter in which the employee is 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 An employee 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 Employee 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 employee 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 employee 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 employee members who are required to use the equipment in the performance of their job assignments.

ARTICLE 26 MEALS

26.1 Employee members who, on the date of the signing of this 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 Employees 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.

**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 Manager of Labor Relations.

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

28.2 University facilities will be made available to the Union in accordance with the Office of University Communications.

ARTICLE 29 SAFETY

29.1 The University and Union agree that the safety of all employees is a matter of highest importance, and that each will promote and encourage safety in all matters including promoting Ohio Public Employee Risk Reduction Program 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 (including applicable Centers for Disease Control guidelines). Employee members and supervisors who fail to observe safety rules, or cause other employees not to observe them, may receive disciplinary 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 employee members.

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

29.4 The University will provide employees with appropriate personal protective equipment (PPE) and 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 provide employees with adequate time to don and doff required PPE. 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 employee member covered by this Agreement shall, as a result thereof, be laid off provided such employee member meets both of the following requirements:

- a. The employee member is currently covered under the Agreement and is not excluded from such coverage by any of the exceptions provided in section 5.2 of this Agreement.
- b. The employee member has been continuously covered by this Agreement since November 1, 2015.

30.3 Nothing in the Article is intended to eliminate statutory or contractual appeal rights an employee member may have.

**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 employee members.

**ARTICLE 32
PAY**

32.1 The University's preferred method of payroll delivery is direct deposit.

32.2 Employee members who sign up for direct deposit will have their paycheck funds available on payday. Members who are not signed up for direct deposit will have their paycheck mailed to them on payday to the home address that is on record in the University's HRIS system. The paper paycheck process will end by the first pay period in January 2019.

The University will implement a pay card system that will be in effect for the first pay period in January 2019 and all University employees, including employee members, will be required to use either direct deposit and/or a pay card. Employee members will have their pay available on payday and will have access to their pay information via the University's website.

32.3 Employee members will have access to view their pay data two (2) calendar days before the scheduled payday via the University's webpage.

32.4 When an employee member's regular and/or overtime pay is inaccurate by more than \$50 through no fault of their own, the Office of Human Resources and Payroll Services, upon verification and notification by the member's department, shall make reasonable effort to process an off-cycle payment as soon as possible but no later than the next scheduled off-cycle processing day.

32.5 Pay corrections not covered under Article 32.4 will be made on the next regular pay date for the employee member.

ARTICLE 33 TRAINING

33.1 The University and the Union will continue the joint labor-management training committee three (3) employee members and three (3) 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.

ARTICLE 34 MEDIATION PROGRAM

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

No issue shall be mediated which involves interpreting the current collective bargaining agreement between CWA Local 4501 and the University. The Mediation Coordinator will discuss with the CWA Local 4501 President (or the President's designee) any matter brought forward for mediation by a CWA employee member to determine whether such matter should be scheduled for mediation.

ARTICLE 35 EMERGENCY CLOSING

35.1 When inclement weather or other short-term emergency conditions require the closing of all or part of the University, employee 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 employee members are unable to report to work because weather or other short-term emergency conditions prevent them and such emergency has been declared by State authorities authorized to make such declaration, such affected employee 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.

35.3 Employee members are subject to the University's Disaster Preparedness and University State of Emergency policy (<http://hr.osu.edu/>).

ARTICLE 36 PERSONNEL INFORMATION SYSTEM

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

36.2 With the employee member's permission, a union steward or other Union official may be present with the employee 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 an employee member requests access to medical, psychiatric or psychological information, or consents to participation in Your Plan For Health under Article 18, the University will disclose the information only to the employee member's personal physician, psychiatrist or psychologist, an authorized care coordinator under Your Plan for Health, or to an attorney who presents a signed written authorization made by the employee member and not to the employee member himself.

36.5 Copies of such inspected material will be provided to the employee member, 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 employee member when any personnel information on the employee member is made available to any person under compulsory legal process. Employee members will be notified of the placement of any adverse information in their personnel file.

36.7

- A. If any employee member disputes the accuracy, relevance, timeliness, or completeness of the Personnel Information that is maintained by the University, the employee member 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 employee 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 employee member is not satisfied, the University shall:
 - 1. Permit the employee member to include within the system a brief statement of his position on the disputed information, or;
 - 2. Permit the employee member to include within the system a notation that he protests that the information is inaccurate, irrelevant, outdated, or incomplete.

ARTICLE 37 REASSIGNMENTS

37.1 The University may reassign employee 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 employee members and whenever practicable permit the employee member to reject such reassignment providing there is another employee member within the department with less seniority.

37.2 The University may reassign employee 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 employee member involved will govern and a employee member may reject the reassignment provided there is another employee member on the same shift or in the same department who is qualified to perform the necessary work with less seniority.

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 employee 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 employee 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 July 1, 2021 until and including June 30, 2024.

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 employee 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 employee members.

40.2 Sick leave is an insurance type of benefit. Employee 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 employee members will routinely use sick leave as fast as it accrues, but rather that employee 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 employee member; or
 - 2. immediate family members

- B. Medical, dental, or optical examination or treatment of:
 - 1. the employee member; or
 - 2. immediate family members

- C. Exposure of the employee member to a contagious disease which could be communicated to others.

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

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

- A. Compliance with departmental call-in requirements. Departmental call-in procedures shall be as follows:
 - 1. When an employee member is unable to report to work, the employee member shall notify their immediate supervisor or other designated person during the one hour period immediately preceding the time scheduled to report to work on the first day of absence except that if an employee member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.

2. When an employee member who works in a department of the University which operates twenty-four hours a day, seven days a week, is unable to report for work, the employee member shall notify their immediate supervisor or other designated person two hours before the time scheduled to report to work on the first day of absence, unless emergency conditions make this impossible, except that if an employee member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.
 3. Employee 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 am.
 - 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 employee 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 40.3(B) above, documentation verifying the examination or treatment must be submitted with the OSU Leave Request form.
- D. If medical attention is required, a certificate from a health care provider stating the date of the medical treatment and the date that the employee member was medically unable to perform normal work duties 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 an employee member requests sick leave benefits for an absence of three (3) or more consecutive complete scheduled work shifts, the employee 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 date(s) of the medical treatment and the date(s) that the employee member was medically unable to perform 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 an employee 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 or required certificate.
- B. Excessive absenteeism. Regular attendance at work is expected from all employee 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 employee 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. Within the sole discretion of departmental management, more favorable consideration will be given to excluding absences in accordance with 40.3(B) from the overall attendance record of a member provided a written signed sick leave request form stating the general nature of the appointment is submitted to and recognized by the member's supervisor at least 48 hours in advance of the appointment, the member has a sufficient sick leave balance to cover the absence, and the employee member has a pattern of regular attendance.
 2. Patterns of absence, e.g. absence in conjunction with days off, in conjunction with particular work assignments, or other identifiable patterns.
- C. Employee members may not be disciplined for use of approved Family Medical Leave.
- D. When the employee member fails to report to work and fails to call in, i.e. "No Call, No Show," then, in addition to disapproval of sick leave, the employee member will also be subject to disciplinary action under Article 11 unless, upon return to work, an employee member provides documentation from a health care provider which states the employee member was medically incapacitated and unable to call. The absence itself may still be subject to departmental attendance policies.

40.9 The University strongly encourages the use of non-traditional/flexible work arrangements as one approach to supporting staff and their work/life effectiveness, to improving staff morale, and to recruiting and retaining a high quality workforce. Bargaining unit members are encouraged to proactively bring mitigating circumstances to the attention of their supervisor for

the purposes of discussing flexible work arrangements or the approval of vacation time to avoid absences that could be subject to corrective action.

40.10 If sick leave has been disapproved for any day because the employee 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 employee member will also be subject to disciplinary action under Article 11.

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

40.12 In circumstances involving lengthy and/or chronic disabilities in which the employee member is 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.

ARTICLE 41 UNION/MANAGEMENT MEETINGS

41.1 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 employee 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.

41.2 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.

- A. The University shall be represented by the Director of Employee Relations or designee and such other management representatives as the Director shall consider appropriate.
- B. The Union shall be represented by such persons as it shall demonstrate are necessary for discussion of the agenda.

41.3 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.

41.4 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.

ARTICLE 42 EMPLOYEE ASSISTANCE PROGRAM

- A) The Union and the University recognize the value of the Ohio State Employee Assistance Program (EAP) 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, EAP services are voluntary, free and confidential.
- B) CWA employee members are eligible to use these services just as other University staff and faculty. The University shall continue to provide services of the EAP to CWA employee members for so long and on the same terms as the University provides those services to non-employee member University staff.
- C) The University agrees to work with the Union in developing awareness of services provided by the EAP.
- D) EAP client records are considered confidential medical records, not subject to public records requests, and are maintained separately from employee personnel files. EAP 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 EAP 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 EAP services and/or treatment due to referral from EAP. However, seeking EAP services or obtaining treatment subsequent to an EAP 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.

For Communications Workers of America



Linda L. Hinton
CWA District 4 Vice President

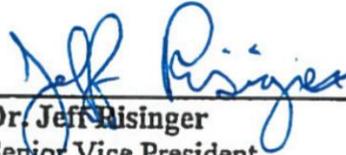


Kevin Kee
President, CWA Local 4501
Chief Negotiator

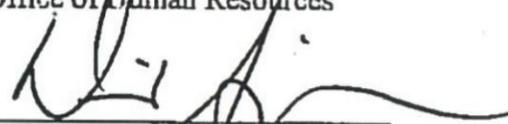
CWA Bargaining Committee:

- Michael Moses – Legal Counsel**
- Jason Lacey – Administration & Planning**
- Mericle Long – Wexner Medical Center**
- Darlene Sunderland – Student Life**

For The Ohio State University



Dr. Jeff Bisinger
Senior Vice President
Talent, Culture and Human Resources
Office of Human Resources



David Simpson
Manager, Labor Relations
Chief Negotiator

University Bargaining Committee:

- Erika Pearsol-Christie – Legal Affairs**
- Jeffrey Barr – Administration & Planning**
- Jennifer DeWitt – O.H.R. (Athletics, Business Advancement, and Student Life)**
- Andrew Fraley – Wexner Medical Center**
- Donald B. Gibson – O.H.R.**
- Todd Hunter – O.H.R. (Administration & Planning)**
- Scott Millard – O.H.R. (Business and Finance)**
- John Ralston – O.H.R. (Newark)**
- Tom Ramey – O.H.R.**
- Darius Smith – O.H.R.**
- Laura Stehura – O.H.R. (Administration & Planning)**
- Steve Stone – Compensation**
- Johnette Talley-Malone – Wexner Medical Center**
- Lori Wegener – Compensation**
- Jill Whitney – O.H.R. (Student Life)**

