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AGREEMENTS

BETWEEN

THE OHIO STATE UNIVERSITY

AND

COMMUNICATIONS WORKERS OF AMERICA
LOCAL 4501

JULY 1, 2012 THROUGH JUNE 30, 2015

COVERING

SERVICE EMPLOYEES
AND
SKILLED TRADES AND MAINTENANCE EMPLOYEES
BARGAINING UNITS

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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 performance programs, promoting healthy lifestyles and work life balance, and promoting performance skills and professional and competent leaders and representatives will continue to be priorities for the Union and the University.

B. It is recognized that the University is a public-trust operated for the benefit of students and the citizens of Ohio.

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

A. “Calendar days" means all days, regardless of work schedule, to include weekends and holidays. Any reference to "days" in this Agreement that does not specify otherwise is intended to mean calendar days.

B. Unless specified otherwise, any reference to "working days" means days on which the University’s Office of Human Resources is open for normal business operations.

C. When the final day for action to be taken on a deadline specified in this Agreement falls on a Saturday or Sunday, the deadline will be the following Monday. If a deadline falls on a holiday recognized under this Agreement, then the deadline will be the next non-weekend day which is not a holiday.

ARTICLE 2
ENABLING LEGISLATION AND APPLICABLE LAWS

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

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

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

ARTICLE 3
JOINT RESPONSIBILITIES AND EMPLOYEE RIGHTS

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

A. There shall be no intimidation or coercion of bargaining unit members into joining the Union or continuing their membership therein, or into not joining the Union or discontinuing their membership therein.

B. Bargaining unit members will not be permitted to engage in Union activity during working hours except as expressly provided for in this Agreement.

3.2 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, military status, union affiliation, or political belief. The Union and the University recognize their joint responsibilities under the Americans with Disabilities Act and recognize their responsibility to promote affirmative action.

ARTICLE 4
MANAGEMENT RIGHTS

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

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

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

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

B. To manage and direct the employees of the University.

C. To hire, promote, transfer, assign or retain employees in positions within the University.

D. To establish work rules and rules of conduct.

E. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

F. To determine the size and composition of the work force and to lay off employees in the event of lack of work or lack of funds or under conditions where the University determines that the continuation of such work is unnecessary.

G. To determine the mission of the University and to efficiently fulfill that mission including the transfer, alteration, curtailment or discontinuance of any goods or services.

ARTICLE 5
UNION RECOGNITION

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

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

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

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

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

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

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

5.6 Within a reasonable period of time from when an employee is hired into a bargaining unit title, the Union will be provided with an opportunity during the onboarding process, not to

exceed 30 minutes in length (unless otherwise specifically agreed to by both parties), to meet with the bargaining unit member to present and explain the Union's role in the administration of the collective bargaining agreement.

ARTICLE 6
CHECKOFF

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

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

6.3 The University will deduct as a condition of employment a fair share fee from employees in the bargaining unit who are not members of the Union. Such deductions shall begin 60 days following the beginning of employment or the effective date of this Agreement, whichever is later. The fair share fee and all related union procedures, including the internal rebate procedure specified by Ohio Revised Code Chapter 4117.09 (C), shall conform to the requirements of state and federal law. Within 30 days following execution of this agreement the Union shall send written notice to the University of the amount of the fair share fee to be deducted. If the amount of the fair share fee is changed, the Union shall send written notice to the University.

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

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

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

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

deleted from the previous month's dues deduction roster and a reason the individual's dues have been stopped.

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

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

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

* Excellence of work quality and performance in serving the needs of the University's customers including students, patients, faculty, other employees, and the general public.

* Efficient problem-solving to minimize workplace disruptions

* High quality working environment for bargaining unit members.

* Promote health and wellness among bargaining unit members.

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

7.2 Union Steward appointment

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

* Effective problem-solvers

* Good role models for bargaining unit staff in the achievement of excellence in work quality and performance

* Skilled at developing good relationships with bargaining unit members and managers

* Advocates for the high quality of working environments for bargaining unit members

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

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

D. In the event the Union has bargaining unit members on a second shift in any area and the limitations imposed under 7.2(C) 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 7.2 above.

E.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.

F. 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.

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

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

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

7.3 Union Steward Training

A. The University agrees that recognized stewards of the Union will be granted two days off with pay during each year of the agreement to attend steward training conducted by the Union.

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

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

7.4 Union Steward Representation of Employees

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

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

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

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

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

7.5 Communication and Problem Resolution Guidelines

A. The Union and the University agree that in the interest of promoting harmonious employee/management relations, communication, and problem resolution, it is desirable to hold periodic meetings between bargaining unit members, their representatives, and management. The University and the Union intend~~s~~ to notify the other party when decisions, external mandates, or other actions or issues are likely to have a significant impact on bargaining unit members or the workplace operation. Notification of the Union should occur through the

designated lead chief stewards or to appropriate union officials. Notification for the university should occur through appropriate supervisors, managers or primary human resource contacts.

B. When notification of problems and issues occur, the University and the Union agree to work in good faith to promote the achievement of the goals outlined in Section 7.1 and to minimize any adverse impact on the workforce and operation of the work unit through Union/Management communications and Labor-Management Committees.

C. The following sets forth examples of Union/Management Communications:

1. Bargaining unit members with workplace problems and issues are encouraged to bring these concerns directly to their supervisor and/or steward. If the issue is not resolved, the supervisor or steward should notify the appropriate manager, human resources contact, or lead chief steward. The bargaining unit member may submit the issue to the union co-chair for consideration at an upcoming Labor-Management Committee meeting.

2. The President of the Union and such bargaining unit members as the Union and the University mutually agree are necessary and the Labor Relations Manager or designee may meet upon request of the other party to discuss issues relating to the administration of the Agreement, problems of mutual concern, or conditions which cause misunderstandings.

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

3. If the Union and Management determine that it is in the University's and Union's best interest for the Union to meet with bargaining unit members during work hours to discuss an issue of mutual concern (via the Labor-Management Committee or otherwise), the Union and Management agree that they will meet and coordinate the parameters of any such meeting (i.e., duration, location, etc.).

7.6 LABOR-MANAGEMENT COMMITTEES

A. Existing labor-management committees will continue during the term of this agreement. Bargaining unit representatives will be appointed by the Union. Management representatives will be appointed by each business unit. A representative from the Office of Human Resources and one official of the Union who is designated by the Local President may also attend the committee meetings, provided that the employee is employed in the business unit whose meeting they are being asked to attend. Additional committees may be formed by mutual agreement.

The committees will usually meet once a month but may meet more often by mutual agreement of the parties. Where Regional Campuses have labor-management committees established, they will continue. Regional campuses without labor-management committees may establish labor-management committees which will meet at least twice annually. The meetings will usually last for

2 hours but may be extended by mutual agreement. The committees will be co-chaired by a Union and a University representative. Agenda items will be mutually agreed upon in advance.

B. The purpose of the committees is to provide a means for continuing communication between the parties, to engage in joint problem solving, to promote jobs for the future, to promote healthy lifestyles and work environment, and to develop a climate of constructive Union-University relations. The meetings may include:

1. Discussions regarding the administration of this Agreement;

2. An opportunity to inform the Union of changes contemplated by the University which may have a direct effect on bargaining unit members;

3. An opportunity to inform the Union of future operational needs and programs of the University;

4. An opportunity for Union representatives to discuss the views of the bargaining unit members and to make suggestions on subjects affecting the membership;

5. An opportunity for the parties to discuss the problems that give rise to grievances and to discuss ways of preventing contract violations and workplace conflicts. The parties agree that specific individual grievances will not be discussed;

6. An opportunity to discuss the creation and implementation of practices, solutions, programs, processes to increase productivity, improve efficiencies, and enhance the work environment. Topics may include, but are not limited to, health and safety, insourcing and other alternatives to contracting out, attendance, Your Plan for Health, performance culture, and other issues agreed to by the parties.

C. The committees should utilize joint problem solving techniques to promote excellence of work quality and performance in serving the needs of the University's customers including students, patients, faculty, other employees and the general public. Committee members will be offered effective labor management cooperative training where appropriate.

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

7.7 Labor-Management Steering Committee

A. A Labor-Management Steering Committee will be established to monitor the effectiveness of the Labor-Management Committees established in Article 7.6. The Steering Committee will be co-chaired by the Local President (or designee) and the Labor Relations Manager (or designee). The Steering Committee will be comprised of the co-chairs of the Labor-Management Committees from the following areas:

The Ohio State University Wexner Medical Center
Administration and Planning
Student Life
Business and Finance

One (1) Union representative and one (1) management representative for the combined regional campuses shall be appointed by the Local President and the Labor Relations Manager respectively.

B. The Steering Committee will meet quarterly and periodically report to the Vice President of Human Resources on the activity of the Labor-Management Committees. The Steering Committee may:

- discuss and recommend university-wide projects and initiatives which may be suitable topics at Labor-Management Committee meetings (such as Your Plan for Health);
- identify resources to assist the Labor-Management Committees; and
- establish and promote best practices and accountability for the Labor-Management Committees.

C. The Steering Committee will be expected to be operational for a period of twelve (12) to eighteen (18) months.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 The word "Grievance" as used in this Agreement refers to an alleged failure of Management to comply with the provisions of this Agreement or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment. 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 bargaining unit member. If a grievance is filed by a group of employees, the Union may choose three (3) bargaining unit members from the group to attend each level of this procedure.

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

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

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

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

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

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

8.9 Pending resolution of any grievance processed under this Agreement, the bargaining unit members involved will comply with any work-related directive or order of their supervisor unless such direction clearly involves circumstances which could result in bodily harm or harm to other employees.

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

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

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

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

8.14 Grievances will be processed only in the following manner:

A. LEVEL ONE

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

2. Unless an extension is agreed upon in writing by all parties, any grievance which has not been brought within 15 working days after the event upon which the grievance is based or the discovery of such event by the bargaining unit member, shall be deemed withdrawn and will no longer be considered by the Union or the University.

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

The union will verify that the steward and bargaining unit member have received the Level 1 response. If the bargaining unit member and the Union are not satisfied with the Level 1 decision, they may appeal said answer to Level 2 within ten (10) working days of the date the response was faxed to CWA local 4501's union hall. Such appeal to Level 2 shall include the grievance form and a written statement explaining why the first level response is not satisfactory and the Article(s) of the Agreement which has/have been violated. The union shall fax appeals directly to the Labor Relations Manager. Grievances which do not contain complete information as defined above will be returned within five (5) working days of receipt by the Labor Relations Manager to the steward whose name appears on the grievance form. The grievance form shall be

completed and resubmitted to the Labor Relations Manager within five (5) working days of the date it was returned to the steward. Time limits will be extended accordingly.

B. LEVEL TWO

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

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

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

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

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

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

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

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

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

ARTICLE 9
RESOLUTION OF DISPUTES

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

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

A. A statement outlining the dispute.

B. Such facts concerning the dispute as the Union can provide which will substantiate the Union's position.

C. A statement from the Union indicating that it wishes to have the dispute processed under this article and, therefore, waives the right to have the dispute processed through Article 8, Grievance Procedure.

D. A list of the employees the Union wishes to have attend the hearing.

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

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

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

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

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

The Union shall provide to the University, in writing, any request for documents at least seven (7) working days prior to the date of the scheduled arbitration hearing if possible. All other fees and expenses of the arbitration shall be borne equally by the University and the Union. The fees and expenses of the arbitration are defined as follows:

A. The cost of a stenographer/reporter as requested by the arbitrator or the parties thereto and the associated transcription costs. If a party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy then the total cost of such transcription shall be shared equally by both parties.

B. The fees and expenses of the arbitrator used in the case.

C. The fees and other charges which may come from any association from which an arbitrator is obtained.

D. Other expenses related to the arbitration proceedings.

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

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

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

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

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

10.8 The Union and the University agree that it is important to process grievances in a timely fashion and to move promptly through the arbitration process. The procedure in 10.1 is intended to provide a prompt and economical arbitration process. Unless an extension is agreed to in writing by all parties, any grievance or corrective action dispute which has not been assigned to an arbitrator within 180 calendar days of the date the request for arbitration is filed shall be deemed withdrawn and no longer considered by the Union or University.

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

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

All other provisions of this Article 10 apply to this expedited arbitration procedure, except with respect to Section 10.4 and there shall be no recordings, transcripts or briefs and decisions

rendered shall not be considered as a precedent in any later arbitration. The following provisions shall comprise expedited arbitration, together with any other provisions which the parties may agree upon to encourage a prompt and efficient arbitration process:

A. Both University and Union shall be limited to three (3) witnesses each and both are encouraged to use fewer.

B. The arbitrator will be required to issue an immediate decision or a decision within three (3) days from the date of hearing.

C. The arbitrator will normally hear at least two (2) grievances at each session unless mutually agreed otherwise.

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

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

ARTICLE 11
CORRECTIVE ACTION

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

11.2 When it is necessary to suspend, discharge, reprimand or demote a bargaining unit member, such action will be taken within forty-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 bargaining unit members covered by this Agreement shall be given a suspension, removal or demotion order without first being given the opportunity to attend a hearing at which the bargaining unit members or their representative may show cause why they should not be suspended, removed or demoted. The University shall notify bargaining unit members of the date and time of the corrective action hearing, at their work place or most recent address of record.

The time limit referenced in Article 11.2 shall be extended if a bargaining unit member does not attend a scheduled pre-corrective action meeting. The time limit will be automatically extended for 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 at the University's Office of Human Resources. The Local Union President, or official of the union who is not an employee of the University and a chief steward may attend such hearings without loss of pay. If the requested corrective action is of a serious nature, the chief steward may request the attendance of the area steward who has knowledge of the events leading to the corrective action. Such requests for the attendance of an area steward will be made through the Office of Human Resources at least 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 The principles of corrective action will be followed with respect to minor offenses as defined by the University. 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 bargaining unit 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 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 bargaining unit member.

11.8 If the University's action is based in whole or in part on portions of the bargaining unit member's record, such portions of the bargaining unit member's record will be made available for inspection by the bargaining unit member or by an appropriate union steward with written authorization from the bargaining unit member during normal working hours and within one (1) working day after receipt of the request.

11.9 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 bargaining unit members which shall normally be scheduled over not more than five (5) days of eight (8) hours per day. Except in those areas where bargaining unit members have been previously otherwise scheduled, the eight (8) hours shall be consecutive. Once a bargaining unit member's

work schedule has been posted for a particular week, it will not be changed during that week for the purpose of avoiding the payment of overtime. Where it has been past practice, the University will continue to post tentative work schedules for two (2) or more weeks and wherever possible will develop bargaining unit member work schedules in excess of one (1) week.

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

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

12.4 Overtime

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

B. Sick leave will be considered for the purpose of calculating overtime for absences as defined in 40.3(B) provided a written, signed sick leave request form stating the general nature of the appointment is submitted and acknowledged by the bargaining unit member's supervisor at least 48 hours in advance of the appointment, and the employee has a sick leave balance of at least 80 hours at the time of the approval. Such absences will not exceed four (4) hours per occurrence unless otherwise required by the health care provider or for reasonable travel time, not to exceed eight (8) hours. Documentation verifying the examination, treatment, and any leave extension beyond four (4) hours must be submitted upon return to work. It shall be the employee's responsibility to notify the departmental payroll person when overtime payments are to be adjusted for sick leave approved under this provision. Such notification must occur no later than the pay period following when the overtime was worked or no overtime will be paid. The employee's claim will be verified and overtime payments adjusted, if necessary. Payments will be processed during the next regular pay cycle after notification is made.

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

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

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

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

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

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

I. Stationary Engineers are required to be present continuously in the workplace pursuant to Ohio Administrative Code, Chapter 4101:4-10-01. In an unanticipated emergency or absence which requires them to stay at least four hours past the end of their shift, they shall have sick leave calculated as active pay status for the purposes of overtime.

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

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

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Columbus Day
Independence Day	Presidents Day
Labor Day	Christmas Day

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

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

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

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

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

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

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

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

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

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

12.11 Pursuant to the University's Scheduling Work and Overtime Compensation Policy, 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 individual circumstances to the attention of their supervisor for the purposes of discussing flexible work arrangements. The University will give favorable consideration to such requests when operationally feasible.

ARTICLE 13
SENIORITY

13.1 Unless otherwise provided for herein, there shall be only one (1) form of seniority which shall be a bargaining unit member's total uninterrupted service with the University. 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 Bargaining unit members serving their initial probationary period shall not be covered by this agreement except for payroll deductions, and applicable benefit and wage provisions. Upon successful completion of the probationary period, bargaining unit members' seniority shall be retroactive to their date of hire. Length of probationary period shall be determined as follows:

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

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

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

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

13.5 Pro-rated seniority for part-time bargaining unit members shall be calculated as follows:

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

for each year of employment.

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

ARTICLE 14
PROMOTIONS/FILLING OF VACANCIES

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

14.2 A notice of the vacancy will be posted on the Office of Human Resources website (http://hr.osu.edu/) and in two (2) locations per each business unit for a period of five (5) working days. Pursuant to Article 28, stewards will be permitted to place copies of university personnel postings on approved bulletin boards.

14.3 Any bargaining unit member, other University employee or outside candidate may apply for the position on an application form to be furnished by the University. Bargaining unit members who are absent during the period of posting due to vacation, illness, leave of absence or layoff, may make application for the posted position at any time during their absence or upon their return and will be considered provided the position has not already been filled and the successful applicant notified. The University may interview any candidate, but it shall guarantee interviews to the three (3) most senior bargaining unit member candidates.

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

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

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

A. The most senior bargaining unit member candidate is not qualified pursuant to 14.7, or

B. Some other bargaining unit member candidate can be clearly demonstrated to be better qualified, or

C. A non-bargaining unit candidate is substantially better qualified than all bargaining unit member candidates.

14.7 Qualifications in this article, will be based on the candidate's experience, skill, ability, training, dependability and, if applicable, education. Examples could include, but are not limited to, actively pursuing a college degree in a related field (education), attending an apprenticeship program (training), or is in the career progression in the bargaining unit classification series (experience).

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

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

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

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

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

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

14.12 Civil Service, Medical and Psychological Exams

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

ARTICLE 15
REDUCTION IN FORCE

15.1 The Reduction in Force rules for this bargaining unit, except as noted below, shall be those rules set forth in Section 3335-81 of the University Rules for the Classified Civil Service, as described in said rule effective March 31, 2009.

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

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

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

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

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

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

ARTICLE 16
LEAVE

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

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

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

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

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

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

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

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

B. Immediate family shall be defined as: spouse; domestic partner; mother; father; sister; brother; biological, adopted, or foster child; step child; legal ward; grandparent, grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; daughter-in-law;

son-in-law; grandparent-in-law; grandchild-in-law; or corresponding relatives of the employee's partner; other persons for whom the employee is legally responsible; and anyone who stood in loco parentis to the employee as a child.

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

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

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

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

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

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

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

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

D. The leave is to be without pay.

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

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

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

16.14 Required Physical or Psychological Exams

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

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

16.15 Involuntary medical leaves

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

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

ARTICLE 17
TUITION ASSISTANCE

17.1 The University will provide for bargaining unit members and their eligible dependents the University Tuition Assistance Program as currently in effect and as may be amended by the University during the term of this contract.

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

ARTICLE 18
INSURANCE AND BENEFITS

18.1 The University will provide group health benefits to bargaining unit members on the same basis as such benefits and costs are provided to all other University employees except as provided by this article.

A bargaining unit 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.

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

For the term of this agreement the aggregate Employer subsidy percentage of the applicable premium for full-time bargaining unit members enrolled in the "core" health plan will be no less than 85% and the applicable premium for eligible dependents of full-time bargaining unit members enrolled in the "core" plan will be no less than 80% subject to the following conditions:

A. An adjustment to each bargaining unit member's contribution percentage will be made based upon the member's participation or non-participation in the personal health assessment (PHA) or similar participation in specified preventive care, wellness, care management and related healthcare programs. Members will be provided an alternative means to complete the PHA, if requested by such member. Any adjustment based on the member's participation shall not result in a member's contribution percentage of more than 25%. The University may allow an additional premium adjustment to be made for any covered spouse or same-sex domestic partner based on participation in the PHA or similar participation in specified preventive care, wellness, care management and related healthcare programs.

B. Bargaining unit members may be offered the opportunity to enroll in plans other than the "core" plan, and will pay the difference between the applicable premium for the "core" plan and the total applicable premiums for the plan in which the member is enrolled.

Only the fact of the member's completion of the PHA or participation in a similar program shall be released to the University Office of Human Resources. Personal health information (PHI) gathered in the PHA or similar document, including member responses, risk scores or recommendations, shall be considered a confidential medical record and shall not be released to the University or any other party without the written consent of the member. Notwithstanding the above, health care providers providing health plan services or medical care to the member or to the member's dependents may receive information gathered through the member's PHA, subject to the provisions of Article 36.4.

The University acknowledges that CWA members have the right to bargain collectively with the University to determine wages, hours, terms and other conditions of employment. If during the term of the Agreement substantial changes to the contours of the University-wide program of health insurance benefits are considered, including, but not limited to changes which could result in mandated behavioral changes or treatment regimens, the University will bargain over the contemplated changes with CWA at least 90 days prior to the effective date of the change.

It is expected that the CWA will stay abreast of changes to the contours of the University-wide program through its participation in the University-wide committee, known as the Health Plan Oversight Committee (HPOC). The University has charged HPOC with reviewing and making recommendations regarding anticipated changes in the University's health care program. The president of CWA will have the opportunity to appoint one representative to the University-wide committee known as the Health Plan Oversight Committee and may appoint additional observers as needed.

18.2 The University strives to keep health care benefits affordable and accessible to its employees. Health costs are greatly driven by factors including but not limited to provider costs, costs of goods and services, employee experience rates, health risks, lifestyle behaviors, and chronic conditions. The University and CWA agree that it is important to encourage, empower and reward members for actively engaging in managing and taking personal accountability for their health. Accordingly, the CWA agrees to work collaboratively with the University in marketing YP4H to CWA bargaining unit members and agrees to emphasize increasing member participation. Upon mutual agreement, the University will provide paid release time for CWA stewards to attend annual training for the purpose of learning about new programs and changes offered to employees in conjunction with open enrollment periods. The President of CWA shall appoint one lead chief steward to serve as a liaison between CWA and the Office of Human Resources Benefits Division to maintain ongoing constructive relations between the parties regarding these issues.

To facilitate greater participation in YP4H, the University shall take the following steps:

1. The Labor Relations Manager will work with business units and employees to encourage employee participation in YP4H subject to the operational needs of the business units.

2. The University will make paper forms for participation in YP4H's Personal Health Assessment readily available to all bargaining unit members and their representatives.

3. The University will assist bargaining unit members who wish to participate in YP4H's Personal Health Assessment by providing access to computers as requested and required by such bargaining unit members subject to the operational needs of the business units.

ARTICLE 19
VACATIONS

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

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

19.3 A. When bargaining unit members request vacation at least 45 days in advance, they will be notified of approval/disapproval no later than 10 days after receipt of the vacation request. The provisions of 19.2 will apply to such requests except that if the bargaining unit member's vacation is approved as of 40 days before the requested time off, it will not later be changed because of the exercise of seniority provided in 19.2.

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

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

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

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

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

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

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

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

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

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

ARTICLE 20
CLASSIFICATIONS

20.1 Upon written request from a bargaining unit member to the University, the bargaining unit member's position~~s~~ shall be reviewed by the University to determine the appropriateness of the classification and whether or not the bargaining unit member is working within the member's assigned classification~~s~~. The Union will represent bargaining unit members desiring to submit facts relative to their classification for consideration and will be afforded reasonable opportunity to do so. An employee may request only one (1) position review per twelve (12) month period.

20.2 The determination of whether the bargaining unit member is working within the bargaining unit-assigned classification shall be made by comparing the bargaining unit member's actual job duties to the Classification Specification.

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

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

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

20.4 The development of Classification Specifications or specific job descriptions, the determination of promotional tests, the assignment of appropriate values to such tests, and the reclassification of bargaining unit members are the rights of the University. The University shall maintain a standardized process for audit and/or classification review for bargaining unit members.

When a bargaining unit member requests a classification review, the Office of Human Resources will render a decision within 60 calendar days of the time the request is received. This time period may be extended by written mutual agreement between the University and the Union. In the event a decision is not given within 60 calendar days of the request after being received by the Office of Human Resources or mutually agreed upon date, the request will be treated as if it has been denied and the bargaining unit member will be entitled to file a request for a hearing with the State Personnel Board of Review as described in Section 20.5.

Each employee has a right to a copy of his/her position description. When a position description is changed, affected employees shall be furnished a copy. Any employee and/or the Union may request a copy of his/her current position description and Classification Specification.

20.5 When bargaining unit members' positions are reclassified, they shall be given notice in writing setting forth the proposed new classification, pay range and salary. Notwithstanding the provisions of Article 8.3, all reclassification issues shall be appealable to the State Personnel Board of Review. A bargaining unit member who desires a hearing shall file a written request, therefore, with the State Personnel Board of Review within thirty (30) days after receiving said written notification. Alternative methods of resolution of classification disputes may be implemented upon mutual agreement. In the event that the Union is not notified of the job audit or classification review, the time for appeal shall be suspended until the determination is issued.

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

B. When a bargaining unit member is assigned to work in a higher level position, the bargaining unit member's department will promptly notify the Office of Human Resources/Classification and Compensation and the bargaining unit member in writing of the temporary occupancy.

C. If a bargaining unit member has occupied a higher level position for a period of more than two (2) weeks, the University will not deny the bargaining unit member the commensurate rate of pay because of improper notification by the bargaining unit member's department.

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

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 bargaining unit members. Supervisors of bargaining unit members shall conduct the performance evaluation process in a timely, fair and equitable manner, and in accordance with university values.

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

21.2 Bargaining unit members should participate fully and timely throughout the performance evaluation process. If an issue arises which cannot be resolved between the bargaining unit member and a supervisor, the bargaining unit member should contact a unit human resources representative or a member of the Performance Evaluation Oversight Committee (PEOC) 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 bargaining unit 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 As soon as practicable upon ratification of this agreement, the University and the Union will establish and maintain the Performance Evaluation Oversight Committee (PEOC) for the purpose of reviewing and monitoring the University's performance management systems. The PEOC will meet at least quarterly, will advise the Vice President of Human Resources on the performance management process, and may make recommendations on matters related but not

limited to: the development of evaluation instruments that include performance benchmarks, the establishment of appropriate performance metrics, the identification of consistent methods to monitor and evaluate performance, and training on performance management techniques.

The PEOC will review the current performance management tools utilized by those University college and business units employing bargaining unit members within sixty days of the ratification of this agreement, and may make recommendations for improvement to the colleges and business units.

The PEOC shall include a Union appointed co-chair and four additional union representatives of which one each will be from the Wexner Medical Center at Ohio State, the Office of Administration and Planning, the Office of Student Life, and a regional campus. The Office of Human Resources will designate a co-chair and four additional University representatives. Other representatives may be added to the PEOC by mutual agreement.

21.5 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.

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

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

ARTICLE 22
COURT LEAVE

22.1 The University will grant court leave with full pay to any bargaining unit member who:

A. Is summoned for jury duty by a court of competent jurisdiction, or

B. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the bargaining unit member is not a party to the action.

To be eligible to receive court leave under this Article, reasonable notice shall be given by bargaining unit members, of the required absence, and they shall present proof of such summons or subpoena to their supervisor prior to or as soon as possible following their release from work. To receive compensation for court leave, bargaining unit members must submit proof of attendance

within five (5) working days from the date the bargaining unit member returns to work. When serving on jury duty, bargaining unit members will be rescheduled to the first shift if they were regularly scheduled to work the second or third shift. Similarly a full-time bargaining unit member will be rescheduled to a Monday through Friday schedule as appropriate to effect a five (5) day work schedule. When bargaining unit members are released from jury duty more than four (4) hours before the end of the first shift they will notify their department immediately to determine whether they must report for work.

22.2 Bargaining unit members who are appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation time, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian. Bargaining unit members may be granted vacation time, compensatory time, or leave of absence without pay when the bargaining unit member's immediate family member is subpoenaed to appear before a court or other legally constituted body and the bargaining unit member is required to attend, provided documentation from the court is provided, if requested.

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

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

ARTICLE 23
REST PERIODS

23.1 There will be two fifteen (15) minute rest periods in each regular shift each work day. The rest periods will be scheduled by the supervisor and, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, and they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

ARTICLE 24
CLEANUP TIME

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

ARTICLE 25
UNIFORMS

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

25.2 The University will continue to provide foul weather gear to those bargaining unit members whose regular job assignments require it.

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

ARTICLE 26
MEALS

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

26.2 Student Life bargaining unit members are eligible to participate in the Student Life Meal Plan. This program provides a discount off the cash price of meals served in Student Life dining facilities.

When Student Life dining facilities are open for service, the following meal privileges will apply:

A. Bargaining unit members employed by Student Life in Dining Services will be permitted one (1) meal per eight (8) hour work day.

B. All other bargaining unit members employed by Student Life will be permitted one (1) meal per eight (8) hour work day, as defined by a "meal equivalency" at any specific food location. This includes entry into traditional cafeterias where a meal is all you care to eat with only specified foods to be taken from the dining area. Charge per meal is not to be greater than 65% of the cash price. A "meal equivalency" is defined as two (2) blocks with each block having $5 in menu value.

C. The charge per meal will not increase by more than $.35 each year.

ARTICLE 27
PARKING PERMITS

27.1 Should the University contemplate an increase in parking fees, or to begin charging for parking in areas where bargaining unit members currently park at no cost, the Union will be notified of such proposed increase and provided an opportunity to provide input prior to the effective date of

the change. At such times the University and the Union may also discuss proposals for changes in parking such as remote parking and transportation problems at the University.

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

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

ARTICLE 28
BULLETIN BOARDS

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

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

C. Issues or concerns related to the administration of this article shall be deferred to the appropriate labor-management committee per Article 7.

28.2 All Union material posted must relate to the following:

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

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

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

ARTICLE 29
SAFETY AND SAFETY EQUIPMENT

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 compliance with the Ohio Public Employee Risk Reduction Program, and other federal, state, and local laws as referenced in Article 2, and safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees, and the Union and the University will cooperate in encouraging employees to observe applicable safety rules and practices. The University will not assign any employee to engage in any activity in violation of applicable safety laws, rules and regulations. Bargaining unit members and supervisors who fail to observe safety rules, or cause other employees not to observe them, may receive corrective action.

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

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

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

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

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

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

ARTICLE 30
CONTRACTING

30.1 It is not the University's intent to contract to the harm or detriment of its employees. However, the University reserves the right to contract for goods and services to the extent not inconsistent with applicable law. The Union reserves the right to take appropriate legal action if it considers such to be necessary.

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

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

ARTICLE 31
NO STRIKE - NO LOCKOUT

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

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

ARTICLE 32
PAYCHECKS

32.1 The University's preferred method of payroll delivery is direct deposit. Bargaining unit members who sign up for direct deposit will have access to their pay stub information via the University's website.

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

32.3 Bargaining unit members will have access to view their pay check data two (2) calendar days before the scheduled payday via the University's webpage, Interactive Voice Response System (IVR) or fax. During the term of this agreement, the University may discontinue access to pay check data through the Interactive Voice Response System (IVR) and/or fax. If access to IVR and/or fax is

discontinued, the University will provide at least 30 days written notice to the Union and to bargaining unit members who have accessed IVR and/or fax in the 12 months preceding the date of discontinuance. The University will assist affected members by providing written instructions and training on how to use the University's website to access pay stub information.

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

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

ARTICLE 33
CAREER DEVELOPMENT

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

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

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

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

33.5 The Union and the University may agree to participate in a jointly funded and administered workforce development program.

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 strictly voluntary and any information provided by members will be kept confidential to the extent allowable by law. The

parties also agree that no contract-related issues will be mediated through this process. Bargaining unit members, stewards and officers involved in the mediation process will be subject to all procedures and protocols of the current mediation program the same as all other employees of the University.

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

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, bargaining unit members who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work. This provision shall not apply to reductions in force executed pursuant to University Rules for the Classified Civil Service.

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

ARTICLE 36
PERSONNEL INFORMATION SYSTEM

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

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

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

36.4 If a bargaining unit member requests access to medical, psychiatric or psychological information or consents to participation in Your Plan for Health under Article 18, the University will disclose the information only to the bargaining unit 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 bargaining unit member and not to the bargaining unit member making the request.

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

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

36.7 A. If bargaining unit members dispute the accuracy, relevance, timeliness, or completeness of the Personnel Information pertaining to them that is maintained by the University, they may request in writing to their supervisor that the University investigate the current status of the information. Within ten (10) working days, the University will notify the bargaining unit member in writing of the results of their investigation and the action they plan to take with respect to the disputed information. The University shall delete any information that it cannot verify or that it finds to be inaccurate.

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

1. Permit the bargaining unit members to include within the system a brief statement of their position on the disputed information, or

2. Permit bargaining unit members to include within the system a notation that they protest that the information is inaccurate, irrelevant, outdated, or incomplete.

ARTICLE 37
REASSIGNMENTS

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

37.2 The University may reassign bargaining unit members from one shift to another or from one department to another when the University determines such action is necessary. In making such reassignments, the seniority of the bargaining unit member involved will govern and a bargaining

unit member may reject the reassignment provided he is senior to another bargaining unit member on the same shift or in the same department who is qualified to perform the necessary work.

If a bargaining unit member is reassigned to a different shift on a continuing basis, the bargaining unit member will be given twenty-one days prior notice.

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

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

ARTICLE 38
NEGOTIATION TEAM

38.1 Members of each team shall be limited to not more than fourteen (14) participants. Should the Union team include University employees who would otherwise be scheduled to work on the day of the meeting such employees' work schedule for that day shall be as approved by the Labor Relations Manager and they will not be required to perform other duties.

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

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

ARTICLE 39
DURATION

39.1 This Agreement shall be effective from July 1, 2012 until and including June 30, 2015.

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

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

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

ARTICLE 40
SICK LEAVE

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

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

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

A. Illness or injury of:
   (1) the bargaining unit member; or
   (2) immediate family members

B. Medical, dental, or optical examination or treatment of:
   (1) the bargaining unit member; or
   (2) immediate family members

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

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

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

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

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

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

(3) Bargaining unit members who work in patient care areas excluding Facilities Operations, Nutrition Services, and Material Systems shall notify their immediate supervisor or other designated person as follows:

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

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

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

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

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

D. If medical attention is required, a certificate from a health care provider stating the date of the medical treatment and the date that the bargaining unit 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 a bargaining unit member requests sick leave benefits for an absence of three (3) or more consecutive complete scheduled work shifts, the bargaining unit member must submit with the OSU Leave Request form either:

(1) A certificate from a health care provider as defined in Section 40.5(D), stating the date(s) of the medical treatment and the date(s) that the bargaining unit 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 a bargaining unit member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.

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

A. Falsification of the Sick Leave Request form or required certificate.

B. Excessive absenteeism. Regular attendance at work is expected from all bargaining unit members. The University may consider several different factors in determining excessive absenteeism, including but not limited to the following:

(1) The overall attendance record of the bargaining unit member. The use of approved vacation time will not be considered when determining excessive absenteeism, except for the use of vacation in lieu of sick leave under Section 19.4.
(2) Patterns of absence, e.g. absence in conjunction with days off, in conjunction with particular work assignments, or other identifiable patterns.

C. Bargaining unit members may not be disciplined for use of approved Family Medical Leave.

D. Bargaining unit members may not be disciplined for absences as defined in 40.3B provided a written, signed, sick leave request form stating the general nature of the appointment is submitted and acknowledged by the bargaining unit member's supervisor at least 48 hours in advance of the appointment. Such absences excluded from disciplinary action will not exceed four (4) hours per occurrence unless otherwise required by the health care provider or for reasonable travel time, not to exceed eight (8) hours. Documentation verifying the examination, treatment,

and any leave extension beyond four (4) hours must also be submitted no later than the day the employee returns to work.

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

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

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

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

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

Such programs may only be implemented by mutual agreement.

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

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

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

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

The calculation will occur as follows:

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

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

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

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

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

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

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

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

ARTICLE 41
WAGES

41.1 Pay Ranges

Effective upon ratification, the following compensation ranges shall apply to all bargaining unit members.

Service Employees

	Min	Max
1	9.21	14.45
2	9.75	15.26
3	10.28	16.12
4	10.88	17.07
5	11.37	17.82
6	11.96	18.75
7	13.11	20.55
8	13.94	21.84

Skill Trades/Maintenance Employees

	Min	Max
4	11.30	17.70
5	11.86	18.59
6	12.47	19.55
7	13.54	21.21
8	14.87	23.32
9	15.61	24.48
10	16.38	25.71
11	18.24	28.61
12	20.93	32.85

Appendices A, B, and C identify job classifications and their associated range.

41.2 Performance Pay

It is the intent of the University and the Union to recognize employee performance and accountability. The University strives to compensate employees by using systems that are clearly communicated to bargaining unit members and consistently administered by supervisors.

A. FY 2013

Effective the pay period that includes September 1, 2012, bargaining unit members will receive an increase of 2% added to their base pay and a performance increase of 0% to 2% added to their base pay. Employees in an initial probationary period on September 1, 2012 will receive their increases effective the pay period that includes the completion of their probation.

B. FY 2014 and 2015

Bargaining unit members' base pay increases for fiscal years 2014 and 2015 will be based upon the aggregate percentage increase (API) established for non-bargaining unit Classified Civil Service employees in the fiscal 2014 and 2015 guidance memoranda issued by the University for the annual merit compensation process, as outlined below.

1. If the API is 1% or less, bargaining unit members will receive an amount equal to the API.
2. If the API is greater than 1%, bargaining unit members will receive 1% and performance pay increases of 0% up to a maximum determined by subtracting one (1) from the API, and then multiplying the remainder by two (2). For example, if the API is 2%, bargaining unit members would receive 0% to 2% in performance pay (API is 2; subtract 1, leaving a remainder of 1; multiply by 2 to get the maximum of 2%). If the API is 3%, bargaining unit members would receive 0% to 4% in performance pay (API is 3; subtract 1, leaving a remainder of 2; multiply by 2 to get the maximum of 4).

Increases will be effective the pay period which includes September 1 of each fiscal year. Employees in an initial probationary period on September 1of each fiscal year will receive their increases effective the pay period that includes the completion of their probation.

C. Base pay adjustments are not subject to the pay range maximums during the term of this Agreement.

41.3 Performance Pay Accountability

The University is committed to implementing and upholding the performance management standards outlined in Article 21.

The University expects bargaining unit members to achieve satisfactory performance or above during each review period. Bargaining unit members who have not received a performance evaluation during the review period associated with the compensation decision shall be considered as having "meets expectations" (or equivalent) performance rating for the purpose of this Article.

A. Performance pay decisions for all bargaining unit members shall be evaluated with tools based on the guidance outlined in Appendix D – Performance Criteria Guidance.

B. All aspects of the program, including the use of performance management tools and the distribution of individual performance pay increases, shall be subject to continuous evaluation and improvement in conjunction with the Merit Effectiveness Review Panel (MERP). The MERP will consist of one representative each from the Medical Center, Administration and Planning, and Student Life selected by the University and three employees selected by the Union. A non-voting neutral (Neutral), appointed by mutual agreement, may attend meetings and act as a facilitator.

C. Individual performance pay decisions are not subject to the grievance or resolution of disputes process but may be submitted to MERP by the Union within 21 days of the effective date of the pay increase for the purpose of insuring compliance with this Agreement. MERP may confirm or modify a pay decision through a majority vote of the entire MERP. In the event of a tie vote by MERP, the Union President and the Director of Labor Relations will confer and, if both mutually agree, will refer the pay decision to the Neutral who may conduct a hearing and take evidence in order to issue a final determination.

D. Bargaining unit members shall not be harassed or retaliated against for making a submission to MERP.

If, in the process of reviewing individual performance pay decisions, MERP identifies a systemic issue with the administration of performance pay, MERP will notify the Union President and the Director of Labor Relations. The Union President and the Director of Labor Relations will seek mutual agreement on a resolution which may include requesting the assistance of the Neutral.

Business units and the Union may utilize supplemental problem solving processes prior to a submission to MERP.

E. Throughout the term of this Agreement and on a continuing basis, Union stewards and University supervisors shall participate in and complete performance management training. The members of the MERP will complete joint training which may include problem solving, performance management, compensation practices, and other related topics.

The University will provide MERP with a spreadsheet detailing pay increases for all of bargaining unit members, including a breakdown of pay rate components and any data compiled by Management during the Pay for Performance process.

During the evaluation process, bargaining unit members will have the opportunity to provide feedback on the process used by their supervisor for administering performance management. Such feedback and/or other communications relating to the pay for performance program, including, but not limited to, evaluations, documentation for feedback and/or evaluations, grievances, complaints, policies, procedures, or other records, will be provided to the MERP charged with responsibility for overseeing the pay for performance program.

41.4 Differentials

Units may offer shift or weekend differentials to bargaining unit members. The establishment of shift or weekend differentials in one unit shall not require the establishment of shift or weekend differentials in any other University unit. If shift or weekend differentials are offered, they will be paid to bargaining unit members at not less than $1.00 per hour.

A. Campus Bargaining Unit Employees

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

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

B. Medical Center Bargaining Unit Employees

Evening and night shift differential will be paid to bargaining unit members who work a minimum of four consecutive hours between 3:00 p.m. and 8:00 a.m. Shift differential will only be paid for those hours worked between 3:00 p.m. and 8:00 a.m. at $1.00 per hour for medical center bargaining unit employees.

Weekend differential will be paid to bargaining unit members who work between 11:00 p.m. Friday and 11:30 p.m. Sunday. Weekend differential will only be paid for those hours worked between 11:00 p.m. Friday and 11:30 p.m. Sunday at $1.00 per hour for medical center bargaining unit employees.

Bargaining unit members who work hours that meet both criteria listed above will receive both differentials for such hours worked. For example a person who works 11:00 a.m. to 7:00 p.m. Saturday will receive $1.00 per hour weekend differential for hours 11:00 a.m. to 3:00 p.m. and $2.00 per hour for those hours between 3:00 p.m. until 7:00 p.m.

41.5 Promotions

When a change in classification results in advancement to a higher pay range within the table set forth in section 41.1 of this article, the bargaining unit member will receive the minimum base rate for the higher classification or a rate that is no less than 5% above their current base rate whichever is greater. Promotional pay increases may exceed 5.0% but shall not be greater than 10% unless agreed to by the Union.

41.6 Departmental Incentive Programs and Gain Sharing

The University may establish departmental incentive programs, including but not limited to gain sharing, for bargaining unit members upon agreement with the Union. Programs are established, reviewed, and evaluated by the University on an annual basis for continuation purposes.

41.7 Continuous Service

Effective the pay period within which a bargaining unit member completes five (5), fifteen (15), or twenty-five (25) years of continuous service with the University, bargaining unit members will receive an additional $ 0.25 per hour on their hourly base pay.

41.8 Wage Adjustments

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

If the A.P.I. as referenced in section 41.2 (B) is zero percent (0%) in fiscal year 2014, bargaining unit members will receive a market adjustment of one percent (1.0%) added to their base pay in fiscal year 2014. If the A.P.I. as referenced in section 41.2 (B) is zero percent (0%) in fiscal year 2015, bargaining unit members will receive a market adjustment of one half of one percent (0.5%) added to their base pay in fiscal year 2015. If applicable, such market adjustments will be effective the pay period which includes September 1 of each fiscal year.

41.9 New Hires

New employees will be started at the minimum of the appropriate pay range unless the University wishes to offer these applicants a pay rate above the minimum of the appropriate pay range because of the local employment situation, availability of skills in the applicant pool, possession of a recognized journey card, or current participation in a recognized apprenticeship program, or need for these skills at the University.

The offer will be determined by the department's Human Resource Office and will not exceed the rate of pay, less the continuous pay adjustment provided for in Article 41.7, of a current bargaining unit member who is comparable to the new hire's experience and qualifications in the title.

In determining comparability, the University may consider the following factors, including but not limited to:

- Years of experience in the same or similar type of work
- Journey cards
- Other skill certifications or licensures
- Education or training

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

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

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

Human Resources. The union may request to review such documentation upon notice to the University.

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

41.11 Bargaining unit members will be paid biweekly during the term of this agreement.

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 University, EAP services are voluntary, free and confidential.

B) CWA bargaining unit members are eligible to use these services just as other University staff and faculty. The University shall continue to provide services of the EAP to CWA bargaining unit members for so long and on the same terms as the University provides those services to non-bargaining unit University staff.

C) The University agrees to work with the Union in developing awareness of services provided by the 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.

APPENDIX A

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

Parking Facility Attendant	04
Patient Services Associate	04
Patient Transporter	04
Perioperative Technician	05
Sterile Supply Technician 1	04
Sterile Supply Technician 2	06
Storekeeper 1	05
Stores Clerk	03
Vehicle Operator 1	04
Vehicle Operator 2	08

APPENDIX B

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

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

Utility Electrician 1	11
Utility Electrician 2	12
Welder 1	07
Welder 2	08
Zone Maintenance Technician 1	05
Zone Maintenance Technician 2	07
Zone Maintenance Technician 3	11

APPENDIX C

MEDICAL CENTER FACILITIES ENGINEERING TITLES	PAY RANGE
Building Operations Technician 1	08
Building Operations Technician 2	11
Construction Technician 1	08
Construction Technician 2	11
Construction Technician 3	12
Mechanical Technician 1	07
Mechanical Technician 2	08
Mechanical Technician 3	11
Systems Technician 1	07
Systems Technician 2	08
Systems Technician 3	12
Zone Maintenance Technician 1	05
Zone Maintenance Technician 2	07
Zone Maintenance Technician 3	11

APPENDIX D
Performance Criteria Guidance

Units will use job-related criteria that reflect the following competency areas that will be communicated to bargaining unit members at or near the beginning of the evaluation period.

Job Knowledge - *Possesses and applies knowledge or skills necessary for task completion. Keeps current on new developments in area of work.*

- Understands job requirements and responsibilities
- Demonstrates ability to perform necessary tasks and procedures and with proper equipment
- Keeps informed on up-to-date job methods, skills, and techniques
- Understands how the goals for the employee tie to the university mission

Dependability - *Can be relied upon to complete assignments and follow up as needed. Adjusts to changes in workload, unit and/or customer needs and continues to be productive.*

- Completes assignments and meets commitments
- Independently handles changes and new problems
- Accepts responsibility for own actions
- Sets and achieves high personal standards of performance
- Remains balanced and even-tempered in challenging situations
- Meets attendance requirements

Productivity - *Produces volume of work to support goals within specified time frame.*

- Consistently completes projects or tasks and quickly focuses on new assignments
- Exerts effort over time to achieve a goal
- Has a strong sense of urgency about solving problems and getting work done
- Maintains commitment to goals, in the face of obstacles and frustrations
- Organizes work to achieve goals
- Accomplishes a fair workload

Quality - *Assignments are accurate, complete and comply with objectives. Identifies problems, develops solutions and makes recommendations for improvement.*

- Identifies and solves problems
- Seeks and shares expertise on best practices
- Keeps up quality standards despite schedule pressures
- Maintains high personal work standards
- Avoids shortcuts that may adversely impact quality
- Achieves targeted results

Teamwork - *Willingly cooperates and shares information with customers and coworkers. Recommends ideas/procedures for work improvement or problem solution.*

- Acts with integrity and contributes to the group effort
- Establishes positive cooperative work relationships with co-workers, managers, and customers
- Uses new ideas or suggestions from others
- Volunteers timely assistance to team members
- Supports group goals over personal gains
- Supports team ownership of projects to ensure results
- Treats others with respect

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

Letter #1 - Regional Recreation and Physical Activity Centers

Dear CWA Members and President Murráy:

Benefits currently in effect for regional campus bargaining unit employees relating to regional recreational and physical activity centers shall not be amended by the University during the course of the contract without bargaining this issue with the Union prior to any such amendment.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #2 - Classification Review

Dear CWA Members and President Murráy:

The parties agree to continue the standing joint labor – management Classification Review Committee (JCRC) consisting of both skilled trade and service members which will meet no less than once a month, unless otherwise agreed to by the parties. The committee will review all aspects of classifications covered by this agreement, will advise the Vice President of Human Resources on the utilization of bargaining unit classifications, and will present recommendations to the Vice President. Within 60 days of receipt of a formal recommendation from the JCRC, the Vice President will advise the committee of any actions the Vice President will take in response to the recommendations.

In contract year one, the following classification series will be reviewed:

Groundskeeper Series including Landscaper

In each of contract years two and three, the Union may submit up to five bargaining unit classification series to the JCRC.

In making its review, the committee will utilize all available information, including but not limited to market analysis and input from the University including four (4) major business units that employ bargaining unit members, i.e., Medical Center, Student Life, Administration and Planning and Regional Campuses.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #3 - Uniforms for Patient Transporters

Dear CWA Members and President Murráy:

The Wexner Medical Center agrees to provide uniforms to bargaining unit members holding the title Patient Transporter pursuant to Article 25 of the 2012-2015 Collective Bargaining Agreement. In recognition of the initial budget impact of this agreement, the Wexner Medical Center will establish a transition plan whereby members will receive four uniforms in year one of the agreement and additional uniforms as necessary in years two and three of the contract to comply with Article 25.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #4 - Contracting – In

Dear CWA Members and President Murráy:

The Union and the University desire to engage in a mutually beneficial process for the purpose of exploring the factors that lead to the procurement of services by the University. As such, the Union will be granted a reasonable opportunity to demonstrate to respective business units that bargaining unit employees can competitively perform work, which has been previously contracted out. In considering the granting, renewal or continuation of contracts for work normally performed by bargaining unit employees, to the extent feasible, the business unit will examine information provided by the Union regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract or initial contracting out of work.

The Union and the University will work collaboratively to develop joint strategies (e.g. training in labor management effectiveness, program evaluation, and transactional cost analysis), which will enable members to demonstrate that skilled trades and service unit employees can competitively perform the work and meet University service needs. This program shall not limit the University's ability to contract for services nor shall it interfere with nor supplant the University's purchasing processes, but does call for exploration of creative and mutually acceptable alternatives to contracting out. The criteria to be considered will include, but not be limited to, the essential need that work be performed in a cost-efficient, high-quality, competitive and timely manner.

Within thirty (30) days of the effective date of the contract, the University will provide access to and the Union may register with the University's purchasing unit for the purposes of identifying, reviewing, and receiving information pertinent to this Side Letter.

No less than annually, the Vice President of the Office of Human Resources (or designee) and the President of CWA Local 4501 (or designee) shall meet with the representative of FMCS to review the joint program and determine what, if any, additional projects may be selected for future consideration.

Two (2) union members designated by the President of CWA Local 4501 will be granted eight (8) hours per month to meet with management and the representatives of FMCS to explore the factors referenced above and review the factors identified by the parties in the process of establishing a joint contracting-in program. One (1) of the two (2) union members designated shall be a lead chief steward.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #5 – Transitional Work Program

Dear CWA Members and President Murráy:

The University will provide the Transitional Work Program to bargaining unit members on the same basis as such benefits are provided to all other University employees.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #6 - Student Life Summer Vacation Scheduling Program for Housing and Dining Skilled Trades Employees

Dear CWA Members and President Murráy:

The Union and the University recognize that staffing patterns in the Office of Student Life, at certain times of the year, require maximum staffing levels. At the same time, the parties support the provision of opportunities to schedule vacation time in the summer months.

Skilled trades employees in Student Life Housing and Dining areas may take part in a Summer Vacation Scheduling Program, which will include an early bidding process for summer vacations.

During the month of February, employees may submit requests for summer vacations. During the month of March, Student Life will review vacation requests in conjunction with operational needs, staffing levels, and summer work assignments. Decisions on the February vacation requests will be made by April 1st. Student Life reserves the right to limit the number of

bargaining unit members approved for vacation at any one time where efficiency and operations will be disrupted.

Student Life may reassign employees to cover for vacationing employees, as operational needs dictate.

All other vacation requests submitted on or after March 1st will be considered as provided in Article 19 of this agreement.

Sincerely,
David Simpson
Manager, Labor Relations

Letter # 7 - Technology Skill Enhancement Fund

Dear CWA Members and President Murráy:

In recognition of the desire to provide development opportunities for bargaining unit members, the University agrees to deposit $12,500 dollars in each year of the 2012-2015 Collective Bargaining Agreement into a technology skill enhancement fund. University units which employ bargaining unit members may access the fund for, but not limited to, the following reasons:

- Providing greater member access to technology through the acquisition of additional hardware (such as kiosks);

- Developing and delivering training to bargaining unit members who desire and/or have a business need to be more proficient in the use of technology; and

- Other initiatives which serve to increase the awareness, access, and utilization of university technology resources.

Unused funds will roll over from year to year not to exceed $37,500. The University will provide the Union with an accounting of the fund 90 days prior to the expiration of the 2012-2015 Collective Bargaining Agreement. The allocation of any remaining unencumbered funds will be subject to negotiations for a successor agreement.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #8 - Lead Chief Stewards

Dear CWA Members and President Murráy:

The Union and University desire to use non-adversarial, collaborative means of communication and problem solving whenever possible. Stewards who meet the criteria in 7.2A may be designated as lead chief stewards. Accordingly, the business units of Facilities Operations and Development, Student Life and the Medical Center will provide release time with pay for one individual each to act in the capacity of lead chief steward. Lead chief stewards should be a liaison within their business units between bargaining unit members and managers who have issues and problems. The designation and continuation of lead chief stewards will be by mutual agreement of the University and the Union. A list of lead chief stewards will be widely disseminated among bargaining unit members and managers. Lead chief stewards shall retain their rights regarding overtime opportunities in their originating employing units per Article 12.4(F). Release for lead chief stewards shall be limited to University related matters. Additionally, lead chief stewards will:

- Serve as a mentor for chief stewards and area stewards.

- Clock in and out of their respective departments at a time and location to be determined by the designated department human resource contact.

- Provide a written accounting of their activities on a weekly basis to the designated department human resource contact.

- Limit their release time activities to matters related to the business unit providing release time, with exceptions made by mutual agreement between the Union President and the designated department human resource contact.

- Complete at least forty (40) hours of continuing steward education annually. The content for and source of continuing education for lead chief stewards will be mutually agreed to by all parties (OHR, CWA, Business Unit) prior to attendance. Lead chief stewards shall be released from their regular duties with pay to participate in continuing steward education opportunities upon approval of the University. The cost of continuing CWA steward education including tuition, materials, travel, lodging, and meals shall be paid by the Union. The cost of other continuing education training shall be jointly shared by the Union and the University.

Sincerely,
David Simpson
Manager, Labor Relations

Letter #9 – Apprenticeship Programs

Dear CWA Members and President Murráy:

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

1. The University will make good faith efforts to establish apprenticeship programs for bargaining unit members in the various skilled trades in Facilities Operations and Development and Student Life. Determination of whether an apprenticeship program will be established or continued will be based on available funds, need for improved skill levels in the trade, availability of courses, and the number of employees who express interest.

2. Apprenticeship programs must meet the registered standards and requirements of the Ohio State Apprenticeship Council in cooperation with the U.S. Department of Labor, Bureau of Apprenticeship and Training.

3. The pay increase called for in paragraphs 7, 8, and 9 will only apply to apprenticeship programs that meet the standards and requirements noted above. Apprenticeship programs must include classroom instruction, testing and related on-the-job training. This is to insure the quality of the program and the safety of our employees.

4. Employees must meet the minimum qualifications and eligibility requirements for participation in any apprenticeship program for which they are applying. The program requirements are different for each apprenticeship program. Apprenticeship program requirements are available from the Ohio State Apprenticeship Council.

5. Requests to participate in apprenticeship programs must be submitted for approval to the division.

6. The sponsoring division will pay for classroom instruction, materials and books. The participating employee will take classes outside of regular working hours. Failure to complete the academic term for which the employee is currently enrolled, and for which the sponsoring division has already paid instruction and materials fees, will result in the sponsoring department recouping expenditures for the term through equal pay deductions occurring over the five consecutive pay periods following receipt of notification that the employee did not complete the academic term.

7. Employees participating in an approved apprenticeship program will receive a $0.50 per hour wage increase with the completion of each 1,000 hours of on-the-job training (OJT). Employees are expected to report the number of hours of on-the-job training directly related to their apprenticeship trade they complete each month to the organization providing the apprenticeship program. The procedure for submission of those hours will be established by each business unit. Certification of completion of 1,000 hours of on-the-job training and the employee's continued progress in the program will be made by the organization providing the

apprenticeship program through an apprenticeship wage verification form. The department will calculate back from the end of the month to the work date that the latest 1,000 hours was worked using departmental attendance records. The pay increase will be effective on the calculated date providing the Wage Verification Form is received no later than 45 days after completion of the latest 1,000 hours of OJT. Apprenticeship Wage Verification Forms received more than 45 days after the work date that the latest 1,000 hours of OJT was worked, will have an effective date of the date the Wage Verification Form is received by the department.

8. Employees participating in their initial apprenticeship program who test out of Year 1 will be eligible for a $1.00 per hour increase upon beginning year two (2) of the program. Employees participating in the program who test out of year two (2) will receive an additional $ 1.00 per hour upon beginning year three (3) of the program. Employees testing out of year three (3) will receive an additional $ .50 per hour for each additional 1,000 hours of on the job training worked in the trade up to an additional $2.00 if they complete the fourth year of the program.

9. Employees may earn a second journey card by completing a second apprenticeship program in a different trade, provided the department determines there is an operational need for the additional skill. Employees sponsored to complete a second apprentice program must meet all the requirements set forth in this Article. Upon completion of the third year of a second apprenticeship program, the employee will receive an additional $1.00 per hour to their base rate of pay. Upon successful completion of a second apprenticeship program, the employee will receive an additional $1.00 per hour to their base rate of pay. Employees are only permitted to test out of the first and second years of their second apprenticeship program.

10. Employees completing one or more academic years of apprenticeship classroom work, but have not completed all required years of classroom work for their trade, and who elect not to enroll the following academic year will not be paid for OJT completed after the next year's classes commence.

11. The increase called for in Paragraphs 7, 8, and 9 will be in addition to any other annual or promotional increase the bargaining unit member is eligible for. Base pay adjustments resulting from participation in the apprenticeship program are not subject to pay range maximum provisions of Article 41 of this Agreement.

12. This program may be modified and/or expanded by mutual agreement of the parties.

Sincerely,
David Simpson
Manager, Labor Relations

For Communications Workers of America

Linda L. Hinton
Vice President, CWA District 4

Richard A. Murráy
President, CWA Local 4501
Chief Negotiator

CWA Bargaining Committee:

Michael Moses – Legal Counsel
Kevin Kee – Executive Vice President, CWA Local 4501
Terryl Davis – Local Staff Representative
Ron Blevins – Administration & Planning
Tony Brown – Wexner Medical Center
Larry Grimm – O.A.R.D.C.
Christal Harris – Student Life
Stephanie Johnson – Wexner Medical Center
Dwaine Jones – Student Life
Lynn Kornegay – Student Life
Jason Lacey – Administration & Planning
Kevin Lawson – Administration & Planning
Mericle Long – Wexner Medical Center
Patrice Myers – Administration & Planning
Marvin Newman – Wexner Medical Center
Manorris Stinson – Wexner Medical Center

For The Ohio State University

Kathleen McCutcheon
Vice President, Human Resources

David Simpson
Manager, Labor Relations
Chief Negotiator

University Bargaining Committee:

Mary Menkedick-Ionno – Legal Affairs
Kim Shumate – Legal Affairs
Whitney Clark – Lima
Ladonia Coatney – Administration & Planning
Donald B. Gibson – O.H.R.
Andrea Gintert – Student Life
Tom Holman – Administration & Planning
Todd Hunter – Administration & Planning
Jim Kane – Student Life
Johnette Malone – Wexner Medical Center
Tom Ramey – Wexner Medical Center
Richelle Simonson – Administration & Planning
Cathy Stimpert – Mansfield Campus
Phil Moots – Legal Counsel

Bill Schwartz

In memory of Bill Schwartz, former Associate Vice President of Student Life and long-time bargaining team member. His dry wit and sense of fairness were appreciated by management and labor alike. He was missed during these negotiations and will be in the future.

* * * * *

Seth Rosen

For more than ten years, this contract bore the signature of Seth Rosen, the District 4 Vice President for Ohio, Michigan, Illinois, Indiana, and Wisconsin. Vice President Rosen's physical life was tragically ended much too soon. However, his example of bold leadership and constant commitment toward the progression of working people's lives, not just their work lives, their whole lives, CWA has lost a great gardener, but all of us enjoy the fruits of his labor.

It is taught:

Blessed is the teaching of truth,
Blessed is the harmony of the community,
Blessed is the union of those who live in peace.

Seth Rosen lived those sentiments daily and so we give honor to his service & leadership.

CWA Local 4501 wishes to recognize Local Living Legends

Michael A. Ervin, Local 4501 Lead Chief Steward Emeritus and former staff representative is the definition of union activism, advocacy and innovation; setting the standard for membership and leadership. Mike recognized the need for additional education among his union brothers and sisters, employees of The Ohio State University. He approached Mr. William (Bill) Schwartz, former Director of Student Life, with his concern who acknowledged and agreed with Mike on this issue and together they created the ***Reach One*** program. The program afforded CWA members with an opportunity to improve math, reading and language skills, and instruction toward GED attainment. Eventually, the program was offered to others, both union and non-union, in the greater university community. Mike, in collaboration with Bill, was instrumental in the development of the Lead Chief Steward position now incorporated in the collective bargaining agreement. *(Bill recognized the value in a full-time "on site" union steward and Mike was the "perfect embodiment" for the role.)* Mike initialized an expedited arbitration process which remains intact in the 4501 contract today. Mike continues to be an activist in union and political arenas.

Union members, officers and the community alike owe him a great "debt of gratitude".

David L. Greeno, Executive Vice President Emeritus of Local 4501 and former staff representative. Dave is a native of Circleville, Ohio and worked at The Ohio State University Wexner Medical Center for over two decades. Dave exemplifies cool collected strength, unwavering loyalty and tenacious determination. Dave continues to serve as an advocate for workers, neighbors, and those facing the blight of unfair treatment. For many years, he represented thousands of workers in their grievances, disciplines, and in worksite disturbances between workers and supervisors, at the university hospitals, on campus and at the regional campuses. As an organizer, Dave was instrumental in the organizing of the agency now known as Pickaway County Job and Family Services (PCJFS). As a union activist, Dave led or participated in numerous workplace actions. He continues to disseminate relevant union information to members at PCJFS and provides mediation and presentations to county commissioners, congressional representatives, judges, or any other government official on behalf of the local's members and other distraught citizens, and continues to be in the forefront in community affairs and state and local politics.

Indeed, the members and leadership are grateful for his perseverance in the fight for fairness and justice.

These men are living examples of teachings they wish for all of us to practice:

Common be your intentions; common be the wishes of your hearts;
common be your thoughts, so that there may be thorough union among you.