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AGREEMENT  
BETWEEN  
CENTRAL STATE UNIVERSITY  
AND  
LOCAL #361 OHIO COUNCIL #8  
OF THE  
AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES

NOVEMBER 1, 2011 – OCTOBER 31, 2014

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## **Preamble**

Central State University and Local #361, Ohio Council #8, of the American Federation of State, County, and Municipal Employees (AFL-CIO) recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices.

The employer and the Union agree that every means will be pursued to assure such persons equal opportunities in all aspects of employment, including matters of recruitment, selection, placement, wages, training, promotion and other terms and conditions of employment wherever applicable.

The University and the Union are committed to the principles of Affirmative Action and reaffirm their commitment not to discriminate against employees because of race, age, creed, color, religion, sex, national origin, ancestry, political affiliation, handicap, disability (ADA), military or veteran status, gender identity, sexual orientation, genetic information, or participation in or affiliation with any labor organization. The University's Affirmative Action Program as adopted by the Board of Trustees, or as may be amended from time to time, is incorporated by reference herein and made a part hereof.

## **Article 1 Purpose and Intent**

This Agreement is made and entered into on the 1st day of November, 2011 by and between the Board of Trustees of Central State University, hereinafter referred to as the "University" and Local Union #361, Ohio Council #8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The University and the Union, having engaged in discussions and presentations of positions for establishing and maintaining harmonious relationships, agree to abide by this Agreement and all understandings contained herein.

The purpose of this Agreement is to establish and set forth the University's policies and procedures with respect to the general working conditions applicable to its non-academic, non-management employees. The University acknowledges that Local Union #361, Ohio Council #8, American Federation of State, County, and Municipal Employees, AFL-CIO, represents non-academic, non-management employees, and these policies and procedures have been arrived at after negotiations between the parties. The University and Union will continue to work towards the end of resolving differences through discussions, and when necessary, the provisions of the grievance procedure, which are incorporated herein, will be invoked.

The University will not engage in activities, which serve to undermine the Union's effectiveness to adequately serve the needs of its members.

## **Article 2 Management Rights**

To the extent provided by law, the University retains the exclusive right and authority to administer the business of the University, in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of all departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental/ University operations;
- d. Determine the overall methods, process, means or personnel by which governmental/University operations are to be conducted;
- e. Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- f. Determine the overall mission of the University as a unit of government;
- g. Effectively manage the workforce;
- h. Take action to carry out the mission of the University as a governmental unit, and determine the adequacy of the work force.

### Limitations

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Contract.

## **Article 3 Performance Evaluation**

The University will evaluate each employee on an annual basis and will cause its supervisor to meet with each employee and prepare an annual evaluation report. A copy of the evaluation, containing all authorized signatures, will be provided to each employee. The employee is required to sign the performance evaluation, but such signing does not indicate approval or disapproval of the evaluation.

Central State employees will have their performance evaluated twice during their probation period. The probationary period shall be ninety (90) days. The first performance evaluation shall not be later than the conclusion of the first half of the probationary period. The second evaluation shall be prior to the end of the probationary period. Probationary evaluations for employees in their initial probationary period are final and are not subject to appeal through the procedures of this Article or Article 12.

Performance appraisals are conducted annually.

Within 2 weeks after June 30, the Department of Human Resources will notify the Union on the evaluations not completed and the anticipated completion date.

The evaluation, instrument and revisions thereto shall be presented to the Union for review and comments, which shall not be binding on the University.

If a non-probationary employee disagrees with his/her performance evaluation, the employee may appeal through the following procedures:

- Step 1. Within five (5) working days after receiving a copy of the performance evaluation the employee may file a request for review with the immediate supervisor. The supervisor will arrange a meeting with the employee within five (5) working days of the initial request. The supervisor or designee shall examine all of the facts and render a decision in writing within three (3) working days.
- Step 2. If a satisfactory resolution is not reached at Step 1, the employee may submit a grievance in writing, setting forth in detail the employee's dissatisfaction, to the department head within five (5) working days from receipt of the written decision at Step 1. The employee shall be informed in writing of the time, date, and place for the Step 2 hearing. This hearing shall take place within five working days from the date that the request was initiated. The employee may have a union representative at this hearing.

The supervisor shall render a decision in writing within three working days after the hearing.

If the employee is dissatisfied with the decision, the grievance may be appealed to Step 3 within five working days of the decision at Step 2.

- Step 3. Step 3 grievances shall be referred to the Department of Human Resources.

All documents from the Step 1 and Step 2 hearings shall be forwarded by the employee with the appeal.

The Department of Human Resources shall investigate the grievance thoroughly and schedule a hearing within ten working days from receipt of the request. The Director of Human Resources and/or designee shall conduct this hearing. The employee may have a union representative at this hearing.

The Step 3 decision shall be rendered within ten working days from the conclusion of the hearing and shall be final.

The employee may prepare a written response setting forth in detail the employee's disagreement with the performance evaluation. The written response shall be submitted to the Department of Human Resources within five (5) working days from receipt of the Step 3 decision. The response shall be attached to the performance evaluation and become a permanent part of the evaluation and personnel record.

The time limits established herein may be waived by mutual agreement of the parties.

Employee evaluations are not subject to appeal through the grievance and arbitration provisions of Article 12.

#### **Article 4 Union Recognition**

The University recognizes the Union as the deemed certified sole and exclusive representative of the Bargaining Unit for the purpose of bargaining for wages, hours, benefits, working conditions and other conditions of employment. The Bargaining Unit for purposes of this Article are all employees of Central State University in the following classifications contained in Appendix I, along with any future changes made by the parties and amendments thereto.

Excluded from the Bargaining Unit are all students, agency referral or temporary employees, administrative employees, professional employees, confidential employees, management level employees, faculty, supervisors, police officers, and any other contract employees.

The University and the Union agree to continue to meet and bargain over the composition of the bargaining unit. Appendix I shall be amended to reflect those classifications, which the parties jointly agree, should be included in the bargaining unit. Should the parties reach impasse over the inclusion or exclusion of a classification from the bargaining unit, the Union shall have a right to submit the dispute to the State Employment Relations Board for resolution.

The University agrees to notify the Union in the event that a new classification is established. Should the Union disagree with the University with respect to whether or not a newly created classification should be included within the bargaining unit, the Union will have the right to submit the dispute to the State Employment Relations Board.

#### **Article 5 Labor-Management Conference**

Efforts on the part of the University and the Union to promote better communication and understanding between the administration and its employees, and to avoid unnecessary or

excessive disputes and complaints resulting in the filing of formal grievances, will continue as an on-going project.

Therefore, important matters of concern to both the University and the Union and unresolved problems will become proper subjects for Labor-Management conferences upon receipt of a written agenda from either party. Such meetings will be scheduled on a monthly basis, or as often as necessary by mutual agreement of the parties. Such meetings shall be between not more than three (3) representatives of the University and not more than four (4) Local Union representatives. Additional representatives may attend for either party provided special notice is given to the other party and the other party approves same.

Representatives of the Council or International Union may attend these meetings.

Pertinent decisions reached as a result of Labor-Management conferences will be reduced to writing and signed before becoming binding on both parties. Such written statement shall be issued by the party responsible within five (5) working days from the date decision is reached.

The arrangements for such meetings shall be as follows:

1. The meetings shall be held during regular working hours Monday through Friday, except holidays.
2. Request for a meeting shall be made in writing at least five (5) working days in advance.
3. The request shall include:
  - a. The proposed written agenda of matters to be discussed (not more than five (5) items).
  - b. The names of the representatives.
  - c. A proposed time and place.
4. The request for a meeting shall be acknowledged in writing by the other party at least twenty-four (24) hours before the meeting and shall state:
  - a. Agreement on the time and date provided such agreement is made.
5. The answer shall be given within five (5) working days.

## **Article 6 Union Rights**

Section I. The University shall contribute 50% of the cost of printing of the contract. The University and the Union shall agree on the number of copies to be printed.

Section II. Bulletin Boards - Office Space

The University shall provide bulletin board for Union material. The bulletin boards will be located in strategic locations. No Union material will be removed from the bulletin boards without permission from the Union. There shall be one bulletin board in each building clearly visible to all employees for union information.

All notices or other material posted on the bulletin boards must be signed by the President, Chief Steward, or an official representative of AFSCME. The University shall provide a suitable office space as well as space suitable for union meetings. The Union will apply for and reserve meeting space through appropriate University channels.

Section III. Union Educational Leave

Employees who are elected or selected by the Local Union to attend educational classes conducted by the Union, or for the Union, or duly elected delegates to the AFSCME International Convention, or the Annual Convention of the AFSCME Ohio Union Council 8, shall be treated as though applying for personal leave and such leave shall be with pay and without loss of seniority and shall not normally exceed five (5) employees for not more than five (5) days each in any one fiscal year.

Such leave shall be granted whenever practical.

Section IV. Full-Time Assignment with Union

Any regular employee who wishes to accept a full-time assignment with the Union must do so under personal leave provisions without pay and without loss of seniority.

Such leave shall not exceed one year. Upon written application of the employee, one additional year of such leave for full-time assignment with the Union shall be granted where practicable.

The employee shall retain seniority accrued as of the time such leave is granted, but shall accrue no further seniority during the period the employee is on leave.

**Article 7**  
**Ohio Revised Code**

It is understood that matters specifically covered by this Agreement; those laws now in force and effect; and such other laws as may be hereinafter enacted or amended, will be complied with by the University and the Union.

In the event of future legislation affecting collective bargaining by public employees or any matter covered by this Agreement, the University will meet within 30 calendar days with the Union representatives to discuss provisions herein within the scope of such legislation.

This Agreement shall be considered reopened only as to those subjects which such legislation requires reopening.

### **Article 8 Dues Check-Off**

Any employee within the Bargaining Unit, who elects to join the Union, may have union dues checked-off his pay, provided authorization is furnished to the University by properly completing and signing the dues check-off card in the form set forth on the last page of this Agreement. (Attachment II)

The University will deduct union dues from the current month, as certified to the University by the Union, from one pay period each month, as designated by the University and shall promptly remit the same to the designated officer of the Union. If an employee received no pay on the day scheduled for deduction, the University will make the deduction any time during the month in which the employee does receive pay.

In the event that an employee does not receive a pay during a particular month, the University shall make the deduction the following month for the union dues for the current and preceding months unless instructed otherwise by the Union.

Individual authorization shall be filed with the University by the Union and shall continue in effect unless revoked in writing by the individual employee. This revocation shall not be effective until thirty (30) days before the expiration of this Agreement. Any such revocation notice shall be presented to the University payroll office and a copy of the notice shall be sent to the Local President and AFSCME, Ohio Council 8.

The Union agrees that there shall be no liability on the part of the University for the collection of any unpaid dues, which may be due to the Union from any employee, who because of absence from work or termination of employment has no wages payable to him/her at the regular time for dues.

The Union shall indemnify and save the University harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the University, or not taken by the University, in reliance upon any certified list furnished to the UNIVERSITY by the UNION, or dues check-off authorization cards furnished to the University by the Union, or by the employee; or for the purpose of complying with any provisions of this Article on dues check-off.

There shall be no interference or intimidation by the University or the Union or by any of its members or representatives with the rights of employees to join or continue as members of the union.

## **Article 9**

### **Job Postings and Employment Opportunities**

The University shall provide employees with every opportunity for promotion. Therefore, whenever non-academic/non-management positions, or newly created non-academic/non-management positions become available, the Director of Human Resources will place a notice of the vacancy on designated University bulletin boards to indicate such fact.

Any employee who is interested in the position, which is vacant, shall apply in the Office of Human Resources, or on the University's website, for consideration for such position. If any interested employee is unable to apply at the Office of Human Resources at a time other than during his/her regular work hours, it is the responsibility of the employee to arrange with his/her supervisor for a mutually agreeable time for the employee to make such application.

Notices shall be posted for at least nine (9) working days, not including the day of posting.

The qualifications of each applicant will be reviewed carefully in order to fill each job vacancy. All applicants shall be required to meet the job qualifications as established in specification for the State of Ohio Classification Plan or the University Classification Plan. Qualified applicants from the department in which the vacancy exists will be given first consideration over internal candidates from other departments. Qualified collective bargaining unit members shall be given first consideration over external candidates for all non-academic/non-management positions. First consideration shall include, but not necessarily be limited to, providing the applicant with an interview, and first consideration of his/her written application materials. When more than one internal applicant meets the qualifications, and the skill, knowledge and experience of the applicants are equal, then department seniority shall be the determining factor. Where applicable, all past work records of the applicant that reflect upon the question of whether or not the applicant meets the qualifications of the job, will be considered prior to filling the job vacancy.

If the University's action is based in whole or in part on portions of the employee's work record, such portions of the employee's work record will be made available to the Union for inspection, upon written consent of the employee, authorizing the University to give his/her work record to the Union.

The University reserves the right in all cases to hire the person it deems most qualified.

A vacancy may be filled on a temporary basis to assure continued job coverage while the new permanent assignment is being processed. Normally, temporary basis should be limited to a period of not more than ninety (90) calendar days.

## **Article 10 Representation (Union Stewards)**

Employees shall be represented by a steward, who shall be a regular full-time employee of the University, and duly elected or appointed by the Union.

Stewards, during their normal working hours, not to exceed two hours in a workday, without loss of time or pay, in accordance with the terms of this section, shall investigate and present grievances to the University, after having received permission from their immediate supervisor to do so. The immediate supervisor will grant permission and provide sufficient time to the stewards to leave work for these purposes, subject to operational difficulties or emergencies. Permission of the aggrieved employee's supervisor must be obtained by the steward before conferring with the employee at the work location.

A supervisor may require the steward on an appropriate form to sign in and out, indicate the purpose of leaving his work site, indicate the location where he is going, and indicate the approximate length of time he will be away from his work site.

The privilege of stewards leaving their work during normal working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their work to handle grievance matters as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

The Chief Steward or Union President may be designated to investigate and discuss grievances with the supervisor and stewards prior to reducing the grievance to writing. Chief Stewards shall have all rights accorded stewards and may be designated to discuss and investigate grievances in the absence of regular steward.

The Union will furnish the Administration with the names of its officers and stewards, and any changes that may occur from time to time in the list of representatives, so that the University may be advised as to the authority of the individual representatives of the Union. The University will, in return, keep the Union informed as to its representatives. An employee will not be paid during the processing of a grievance, if the time falls outside his/her normal working hours.

The number of representative departments in the Union will be six (6) unless the number is increased or decreased by agreement between the University and the Union. In each of the representative departments, employees shall be represented by a steward who shall be a regular employee working in the department except in the Physical Plant Department, employees shall be represented by two (2) stewards. The steward system may include as many as six (6) stewards or one (1) steward for each twenty-five (25) Bargaining Unit employees or major fraction thereof, whichever is greater.

The Bargaining Committee shall consist of one (1) representative from each of the departments at the University plus the local Union President and a representative of Ohio Council #8.

## **Article 11 Discipline, Removal, Or Discharge**

CSU shall follow the principles of progressive discipline. However, certain offenses, by their nature, may be severe enough to require immediate suspension or discharge.

The handling of disciplinary matters by the University against an employee in the Bargaining Unit will be administered fairly and in line with the principles of progressive corrective actions, as set forth in (a) through (d):

- a. Written Warnings
- b. Written reprimands
- c. Suspensions (Notice in writing with copy to Union.)
- d. Discharge (Notice in writing with copy to Union.)

Just cause to impose disciplinary action may include, but is not limited to the following actions:

Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violations of such sections or the rules of the Director of Human Resources or any failure of good behavior, or any other acts of misfeasance, or nonfeasance in office, or for other just cause.

Any time a supervisor intends to impose a disciplinary action wherein there will be a disciplinary matter noted on an employee's personnel record, the supervisor shall hold a meeting with such employee. The supervisor shall give notice in advance to the employee and a Union Representative of such meeting.

The University agrees that disciplinary action shall be dealt with as confidentially and privately as possible. It is also recognized that a combination of various disciplinary actions against an employee, or an act of a serious nature may prompt the employer to consider and bypass one or more of the disciplinary steps outlined above. The Employer shall notify the Union President and staff representative within twenty-four (24) business hours of any suspension or termination.

Should the nature of the offense for which disciplinary action is being imposed be of such a serious nature as to warrant immediate action, the suspension or discharge may be implemented immediately. In such case, the Union will be notified at the time action is taken and the employee or the Union may seek redress through the Grievance procedure.

The Employer will not discharge any employee without just cause. The Union will have the right to take up a suspension and/or discharge as a grievance at the third step of the Grievance procedure, following the decision of the University to remove or suspend.

As a general rule, the University will make decisions involving disciplinary action within thirty days of the time a department head gains knowledge of an act or omission on which the disciplinary action is based.

All bargaining unit employees shall be able to resign prior to official disciplinary action being filed against them, excepting however, when the activity that precipitated the resignation is of a criminal nature. In such event, the reason(s) surrounding his/her resignation will be reflected in his/her personnel record.

All reprimands issued against an employee will be removed from the employee's personnel file after one (1) year without disciplinary action, and thenceforth can no longer be used against him/her in disciplinary hearings or action.

In case of dismissal, the employee is entitled to payment of all salary or wages or overtime due him/her within the next pay period after the Termination of Employment form and process has been finalized and turned in to Human Resources. (Attachment I)

## **Article 12 Grievance And Arbitration Procedure**

**Purpose** - the purpose of this procedure is to secure equitable solutions as quickly as possible to complaints or disputes which may, from time to time, arise relative to the working conditions and other matters of employment at the University set forth in this Agreement.

**Preamble** -it is the intent of Central State University and all of its departments, to deal fairly, justly, and properly on all grievances brought to its attention by its employees. This policy provides that Bargaining Unit employees, represented by Local #361, Ohio Council #8, AFSCME, AFL-CIO, hereinafter referred to as the "Union", will be given ample opportunities through the established grievance procedure, to be accorded a full and fair hearing on any grievance without fear of reprisal.

**Grievance Definition** - a grievance is defined as a problem or complaint which arises in the course of employment as the result of the application or non-application of an express provision of this Agreement and is within the discretion of the University to resolve. Examples of grievable issues are as follows, but not limited to:

- a. Job Assignment, Hours of Work and Classification of Employees;
- b. Working Conditions;
- c. Disciplinary Action; and
- d. Fringe Benefits and Pay.

Written warnings and written reprimands are not subject to arbitration.

### **Group Grievance**

When a group of employees desire to file a grievance or a complaint involving all or a majority of employees in the Bargaining Unit, one employee selected by the group may process the grievance.

### **Grievance Procedures**

Step 1 - An employee who believes that he/she has a grievance shall first contact his/her immediate supervisor and discuss the matter with him/her in an attempt to resolve the issue. This contact shall be made within five (5) work days from the date the employee had knowledge of the incident upon which the grievance was based. The employee shall have the right to have a steward present during the discussion if they so desire. The supervisor shall make a determination on the grievance at the conclusion of the meeting.

Step 2 - If the answer received from the immediate supervisor is not satisfactory, the employee may file a written grievance, setting forth in detail the employee's dissatisfaction, and present it to the Dean, Director or equivalent within ten (10) work days from the date of the Step One (1) meeting. Copies of all grievances shall be provided to the Director of Human Resources. The Dean, Director or equivalent shall schedule a meeting with the grievant and the Union President at a time mutually agreed to. Such meeting shall be held within ten (10) work days from the date the Dean, Director or equivalent received the written grievance. The meeting will provide the Union with an opportunity to fully present the facts involved in the grievance. The Dean, Director or equivalent shall answer the grievance, in writing, within ten (10) work days after the meeting is held. Copies of the answer shall be provided to the grievant and the Union President.

Step 3 - If the Answer received from the Dean, Director or equivalent is not satisfactory; the employee may process the grievance to the Director of Human Resources, with a copy of the Step Two (2) answer, within ten (10) work days from the date the employee received the Step Two (2) answer. Terminations may be advanced to the third step of the grievance procedure. The Director of Human Resources shall schedule a meeting, at a mutually convenient time with the grievant and a Union staff representative and President. The meeting shall provide the Union with an opportunity to fully present the facts involved in the grievance. The Union shall also have the right to call and question up to two (2) witnesses so long as their appearance does not unreasonably interfere with University operation. The Director of Human Resources shall answer the grievance, in writing, within ten (10) work days after the meeting is held. Copies of the answer shall be provided to the grievant, and the Union staff representative.

Step 4 -The parties may mutually agree to submit the grievance to mediation with a mutually acceptable mediator and mutually agreed upon procedures.

Step 5 –If mediation has not resolved the matter and the answer received from the Director of Human Resources is not satisfactory; the Union may process the grievance to the arbitration procedure. Notice of intent to arbitrate the grievance must be sent, in writing, within ten (10) work days from the date the employee received the Step Three (3) answer from the Director of Human Resources. The Union shall present forms from the Federal Mediation and Conciliation Service requesting a panel of arbitrators. Upon receipt of such names, the Union and the University shall alternately cross off one (1) name until one (1) name remains, that person being selected as the arbitrator. The Union shall request the appointment of a list of potential arbitrators within thirty (30) days and the parties shall select the arbitrator within thirty (30) days after receipt of the list. A date for arbitration shall be set as soon as possible in accordance with the schedule of the Union, University and the arbitrator.

The arbitrator shall not have the authority to add to, subtract from or modify this agreement. All grievances and disputes shall be subject to the arbitration process. The decision of the arbitrator shall be final and binding. It is agreed that expenses incurred in the arbitration proceedings will be shared equally by the parties to this agreement.

**Time Limits and Waivers** - If a grievance is not processed in accordance with provisions outlined in the grievance/arbitration procedure, by the University or any of its authorized representatives within the time limits set forth herein, the grievance shall automatically be considered resolved in favor of the employee. In the event of a dispute, complaint or grievance is not handled by the Union within the time limits set forth herein, the grievance shall automatically be considered resolved in favor of the employer.

It is agreed that the time limits imposed under this Article may be waived or extended by mutual consent, in writing. Likewise, any step of the grievance procedure may be waived by mutual consent, in writing. It is further agreed that time limits outlined herein shall exclude Saturdays and Sundays and holidays.

### **Article 13** **Seniority, Lay-Off And Recall**

**Job Classification Seniority** - shall be defined as the length of continuous employment by an employee with the employer in a particular job classification. For purposes of this section, examples of job classifications shall be listed in this Agreement.

**Department Seniority** - shall be defined as the length of continuous employment of an employee with the employer in a particular department.

**University Seniority** - shall be defined as the length of continuous employment of an employee with Central State University.

Section I. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absences, approved vacations, sick or accident leaves, transfers, or for layoffs for lack of work.

Section II. All employees shall be probationary employees until they have completed ninety (90) calendar days of employment as an employee. The probationary period is to provide the employer with the opportunity to determine whether employees have the ability and other attributes, which will qualify them for regular employee status.

An employee serving his probationary period must be properly instructed, trained, and supervised in his duties and responsibilities of the job. If problems develop, such probationary employee must be given a counseling session, and following non-resolution of the problem, a written warning before terminating his employment. The University agrees to review the reasons for termination of employment with the employee upon request.

**Layoff** - Employees will be laid off from within their job classification as dictated by this Agreement between Local #361, Ohio Council 8, and the University.

1. Employees who have not completed their probationary period;
2. Employees who have satisfactorily completed their probationary period;
3. Regular employees will be laid off within classification series on the basis of their University Seniority, provided those employees so retained can do the available work.

Disposition of these cases will be proper matter for the second (2nd) step of the grievance procedure, if the employee so elects.

Employees to be laid-off for an indefinite period of time will have at least fourteen (14) calendar days written notice of lay-off. The local union president will receive a list from the employer of the employees being laid-off on the same date the notices are issued to the employees.

**Recall Procedure** - Recall of any laid-off employee will be in accordance with University Seniority. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the employer shall not be required to promote an employee at the time of recall unless he/she has previously performed the higher rated job and is able to do that work.

Seniority of an employee who is re-employed from a seniority list in the same unit or division that he/she was laid off from shall be restored to his/her status as of the date he/she left the service of the employer.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall or within five (5) days after actual receipt of notice of recall, he/she shall be considered a "Quit." Extension may be granted in proper cases.

**Work Opportunity Of Laid-Off Employees** - The employer will, in employing new people in any department, give work opportunity to employees with seniority in other departments who are at the time laid-off providing they meet the minimum qualifications and are able to perform the available work with a minimum amount of training or retraining.

An employee with seniority, who is laid-off and given work in another seniority department, will accrue seniority effective as of the date of entry into this department.

A probationary employee will not be added to the seniority list until completion of the probationary period at which time seniority will accrue from the original date of hire.

**Section III.** As of January first (1st) and July first (1st) of each year, the University will provide the Union with a seniority list of all employees within the Bargaining Unit. It shall contain the name, classification, department and date of last hire, plus the date of entry into the present classification. This list will also be furnished to each department head. As employees are hired, or promoted, the Union will be informed of their names and classifications. As new employees are hired and complete their probationary period, such names and dates of hire will be forwarded to the department heads, who will add such names, classifications and dates of hire to the existing seniority list.

**Loss Of Seniority** - An employee's seniority shall terminate if he quits, retires, is justifiably discharged or permanently separated.

**Work Guarantee** - Notwithstanding their position on the seniority list, stewards, officers and members of the Union's bargaining committee shall, in the event of a lay-off, be offered work university wide, provided they are able to meet the minimum requirements of a job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification.

He/she shall retain seniority in his/her former department until his/her accrued seniority in his/her new department equals the seniority he/she had in his/her former department shall be cancelled.

#### **Article 14 Workday - Work Week**

The University agrees the regularly scheduled work week, which normally applies to the Bargaining Unit classifications consists of five (5) consecutive days of eight (8) hours each. Except for the bookstore/convenience store and those operations, which are regularly conducted over a seven (7) day or twenty-four (24) hour continuous period, except swing shift employees, the normal work week is Monday through Friday.

For the bookstore/convenience store and those operations that are conducted over a seven (7) day or twenty-four (24) hour continuous period, the work week will be five (5) consecutive days of eight (8) hours each, with two (2) consecutive days off.

Overtime is defined as all work performed in excess of forty (40) hours any scheduled work week. Employees who are required by an authorized administrative authority to work for more than forty (40) hours in a scheduled work week will be paid for such overtime at the rate of one and one-half (1½) times the employee's regular hourly rate. Overtime pay is based on a 40-hour work week and time worked in that 40-hour work week. Administrative leave, personal leave, sick leave, and vacation leave, is not considered time worked in calculating overtime pay. Holiday leave is considered time worked in calculating overtime pay in accordance with the Article 26.

When a new employee is hired, he/she does not share in overtime until he/she completes his/her probationary period, unless there is a situation where all permanent employees have refused the available overtime. After an employee completes his/her probationary period, he/she assumes the highest number of overtime hours on the roster.

The University retains the right to adjust the work schedule when absolutely necessary in order to meet an emergency. However, except for emergency situations, the University agrees that an employee's daily and weekly work schedules will not be altered on a temporary or permanent basis in order to avoid payment of overtime premium or to avoid the hiring of additional employees.

Any proposed changes in schedules will be discussed through the Labor-Management Conference.

- a. Work Schedule is defined as an employee's normally assigned work shift, hours of the day and days of the week.
- b. Work Schedule Change - Notice of a permanent change in an employee's work schedule will be given to the affected employee in writing at least fourteen (14) calendar days prior to the effective date.

#### Transfers

- a. Transfers shall be defined as a change in an employee's normally assigned shift without change in job classification, title, or pay range.
- b. An employee shall have the right to exercise his/her classification seniority in order to transfer to an available vacancy within the Bargaining Unit, provided the employee has the present ability and physical fitness to perform the job.

#### Emergency Days

When the University is closed due to an order of the Governor or the University President, employees who do not work on said day or days shall be paid at their regular rate of pay for all hours missed as if they actually worked that day. Employees required to work during said emergency day shall be paid at the rate of one and one-half of their regular pay for all such hours worked, and such employees shall be determined at the University's discretion. This provision will result in employees receiving either regular pay for not working or pay at the rate

of one and one-half for working, not more. This provision shall not be applicable to power house employees.

### Shift Differentials

For the purpose of computing overtime pay, the employee's regular rate of pay (excluding overtime) will include shift differentials, as follows:

- a. Second Shift - regularly starts on or after 12:00 p.m. but before 9:00 p.m.
- b. Third Shift - regularly starts on or after 9:00 p.m. but before 5:00 a.m.

Employees who are scheduled to regularly work on the second shift shall receive in addition to their regular pay, twenty-five cents (.25) more per hour. Employees who are scheduled to regularly work on the third shift shall receive, in addition to their regular pay, thirty-five cents (.35) per hour. Employees who work over fifty percent (50%) of their time on the second or third shift shall receive shift premium for the hours worked.

### Hazard Pay

A "hazard" is a condition, which exists when an employee is performing unusual duties, which either by nature or location are not common to the duties of his/her classification and for which the probability of accident involving personal injury is created. A hazard premium pay of 5% to 10% will be added to an employee's base rate dependent upon demonstrated severity of the hazard and provided the University and the Union determine a temporary hazard condition exists.

If no agreement is reached the University may implement its decision and the Union reserves the right to submit the issue directly to Step III, of the Grievance Procedure.

### Working-Level Pay Adjustment

From time to time an employee may be temporarily assigned to duties of a position that are different than the employee's own. When such occurs, the employee shall be eligible for a working level pay adjustment as follows:

- a. If the requested work is at a rate of pay equal to or lower than the employee's current rate of pay, the employee shall be compensated at the employee's normal rate of pay.
- b. If the requested work is at a rate of pay greater than the employee's current rate of pay, the employee shall be compensated at the greater of:
  - 1. the classification salary base of the higher level position, or
  - 2. a rate of pay at least five per cent (5%) above his/her current rate of compensation.

Employee shall receive the working-level adjustment for at least two (2) hours. Temporary assignments subject to working-level pay adjustment, as described in this section, shall not exceed a continuous length of ten (10) weeks of forty (40) hours.

A work day shall be an employee's regularly scheduled eight (8) hours of work with a fixed starting and quitting time and shall consist of eight (8) consecutive hours, except for coffee breaks and lunch periods.

### Compensatory Time

The University and the Union agree that employees covered under the provisions of this Agreement who work more than 40 hours in a work week may receive compensatory time off at a rate of not less than 1½ hours for each hour of overtime worked. An employee who elects to accrue compensatory time in lieu of overtime may not accrue more than 180 hours of compensatory time during any one (1) calendar year. Compensatory time over 80 hours has to be taken by the employee within six (6) months after the overtime has been worked. The regulations and procedures respecting the application of compensatory time in lieu of overtime will be subject to a more detailed memorandum of understanding that will be entered into by the Union and the University prior to implementation of this provision.

## **Article 15 Contracting For Services**

### **A. Intermittent**

The parties recognize that the University may contract out work in any department covered by this Agreement in cases where specialized, professional or technical services are required and where present employees do not possess the skill in sufficient number to perform the required work.

In the event of such contracting out or subcontracting, no employee shall be laid off or take a reduction in pay as a direct result thereof. The University will contact the Union President no later than fifteen (15) days prior to contracting out services currently being performed by bargaining unit members to discuss the contracting out and its effects. The 15-day requirement can be waived upon agreement of the parties.

### **B. Permanent**

If any department covered by this Agreement is permanently shut down, a special conference with the Union President and Staff Representative will be scheduled sixty (60) days prior to contracting out. The conference will make every good faith effort to place the employees elsewhere with the University.

**Article 16**  
**Call-In Pay**

An employee called in and reporting for duty at the employer's request which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least four (4) hours pay at the rate of one and one half (1½) times his/her regular base rate.

**Article 17**  
**Rest and Lunch Periods**

Employees are entitled to a rest period of fifteen (15) minutes for each half-day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit and the time of the rest period will be assigned by the supervisor.

The rest period is intended to be a recess that is preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work; or early departure from work; nor may it be regarded as accumulative if not taken.

Lunch period shall be without pay unless the employee is performing duties assigned him/her for the lunch period.

**Article 18**  
**Equalization of Overtime**

The University retains the right to determine when overtime work is necessary and shall authorize its use to meet operational needs and emergencies. Overtime opportunities will be rotated among employees within a department, who normally perform the work that is being assigned for overtime.

The University shall contact eligible employees for their willingness to work overtime and all overtime hours shall be divided equally among the employees within the same classification and operation in their department. Each department will maintain a list of overtime hours of each employee that was requested but not received. The lists shall be available to the union upon request.

The University shall post overtime opportunities on the bulletin boards in each department. If more employees sign up than there is available work the permanent employee with the highest number of hours requested but not received within the required classification will be offered first and so on down the list, in an attempt to equalize the overtime hours. If there is inadequate time to post the hours or a "call-in" is necessary, the supervisor shall rotate employees within the required classification in an attempt to equalize overtime hours. Refusal of a shift will count as each employee's turn in that rotation. Supervisors shall post the call-in log the first week of each month. Employees in other classifications, and from other shifts or operations, may be offered the overtime if there is a shortage of eligible employees, provided that they are capable of doing the work.

No employee's regular work shift or days work will be changed to avoid the payment of overtime. The University will not discriminate against an employee who exercises his/her right to decline overtime.

**Article 19**  
**Wash Up Time**

Employees shall be granted five (5) minutes wash up time before lunch period, and five (5) minutes wash up time at the end of the normal work period.

**Article 20**  
**Job Study, Job Description And Job Classification**

Job description and job classifications covering non-academic, non-management positions will be provided and made available to all employees, upon request, by the Director of Human Resources at cost.

The University will continue to consider and study any adjustments in job classifications; and the Union, through a committee of three (3) persons, shall conduct a similar study and shall meet quarterly with the University Committee of three (3) to discuss problems connected with classifications, and the combined committees shall make recommendations from their findings to the Director of Human Resources, who will in turn place the matter on the Agenda of the Labor-Management Conference.

In the event a new classification is established that is not specifically excluded from the Bargaining Unit, the University shall determine if said classification shall be established within the Bargaining Unit based upon a comparison of existing Bargaining Unit classifications. If the Union is in disagreement with the University's determination, the Union may request negotiations over the issue.

The Union understands that it may become necessary for the University to use student help, agency referred workers, temporary employees, and seasonal employees when there is a need to supplement the regular work force, because of leaves of absences, vacations, resignations, etc.

The Union recognizes the desirability and need for the University support of federally funded or federally assisted work programs that provide jobs for needy, handicapped and unemployed individuals. However, the University agrees not to use this type of employment on a permanent long-term commitment as an answer to the hiring needs of the University without periodic evaluation of these programs in cooperation with the Union. The University further agrees that this type of employment is not to be used to replace, displace or lay-off regular employees.

Existing classifications and pay rate assigned to each position shall remain in effect as assigned during the term of this Agreement, unless the job content of a classification is significantly changed. Where there is a change of duties, the Director of Human Resources shall notify the Union of the changes.

If the Union or an employee disagrees on a current job classification or pay rate, a job audit will be performed in a timely manner. Should the Union disagree with the results of the University's job audit, a grievance may be initiated at Step 4 of the Grievance and Arbitration Procedure, after the Union has been afforded the opportunity to discuss the matter with the University.

The employer shall download all job descriptions and classifications and give each employee a copy of their job description and classification.

### **Article 21 Supervisory And Management Employees**

Supervisors and management personnel, as set forth in Article 4, current Agreement, shall not perform the duties of any employee within the Bargaining Unit covered by this Agreement.

Two of the main concerns of the Union are the displacement of regular employees from a regularly scheduled assignment, and preventing the payment of overtime by utilizing supervisory and management personnel.

Situations where supervisors and management personnel may perform Bargaining Unit work are:

- a. Cases of emergency;
- b. Instructing and training employees;
- c. Testing materials and testing methods of operations; and
- d. Performing necessary work when operational difficulties are encountered and qualified employees are not available.

### **Article 22 President Of Union Or Designee**

The University acknowledges the President of the Union as being the Chief Executive Officer of the Union, who is obligated to promote orderly and peaceful relations for the mutual interest of both the Union and the University and the State of Ohio.

The University further recognizes the responsibility the Union President has to help guarantee and encourage, to the fullest degree, the continuity of sound, friendly and cooperative relations between the University and the Union at all levels and among all employees.

As the official union representative, the president or his/her designee serves as a Union Steward for members in the Bargaining Unit, whenever necessary, often serves as an appointed

member of university committees, and attends department meetings and conferences upon request.

Because of the involvement of the Union President in all aspects of University-Union activities, the University has agreed to grant adequate time off to the Union President or his/her designee so as to conduct necessary grievance procedures or investigations; attend Union activities (meetings, conferences, conventions, etc.) at various times and places on the campus and throughout the state.

The immediate supervisor will grant permission and provide sufficient time to the President to leave work for these purposes, subject to emergencies.

### **Article 23 Uniforms And Safety Equipment**

The University will provide clean, serviceable uniforms and/or coveralls in sufficient quantity to permit employees working in the maintenance, custodial, power plant, water and sewage department, logistics, bookstore, movers and academic labs, to change clothes daily.

The University further agrees to furnish all protective clothing and safety equipment needed and required under the Occupational Safety and Health Act. Adequate first aid equipment shall be provided in the major work areas.

The University further agrees to furnish and maintain in safe working condition all tools and equipment used by the employees.

Employees shall not be required, expected, or permitted to transport tools, equipment, materials, or supplies in their personal vehicles.

### **Article 24 Health Insurance**

All full-time regular employees are eligible for health and life insurance benefits prescribed and conditions herein.

#### **A. Health Insurance**

Effective November 1, 1993 and for the duration of this Agreement, the University will provide Bargaining Unit members membership in a health insurance plan and pay ninety percent (90%) of the single and family plan premiums for each covered employee. Payment of ten percent (10%) of the plan premiums is the responsibility of the covered Bargaining Unit employee.

The University reserves the right to change the rates, benefits and the present or successor insurance carriers and/or funding mechanism in concert with changes applicable to non-bargaining employees. In the event the University opts to change carriers or looks at changing

the current benefits, the University will notify the Union at least thirty (30) days prior to implementation.

For self-funded health insurance programs, the cost shared by the employees will include an estimated reserve fund for anticipated claims established by the insurance risk board. The reserve will be reassessed annually and any excess funds will be shared by the same percentage split as the costs are shared.

## **B. Plan Participation**

Where both a husband and wife are University employees, a family contract will be granted to only one spouse.

An employee returning from layoff, (recall) and/or military service shall be reinstated effective the first of the month following the employee's return.

All changes to insurance coverage will occur during open enrollment or in light of a qualifying event.

If an employee is on an authorized non-medical leave without pay, the employee may continue health insurance coverage at the employee's own expense for a period of one year. The employee must request continuation of health insurance benefits through the Benefits Office upon granting such leaves.

Failure to pay or discontinued payment of premiums will result in termination of coverage.

Employees whose coverage is terminated and who pay any premium coverage may renew membership on the first of the month following return to work and completion of a new enrollment form.

**Incentive to Waive Health Insurance:** Bargaining members who can document that they have coverage under another health plan will have the option of waiving health coverage provided by Central state University. In exchange for such waiver, a Bargaining Unit member who waives single coverage will receive a monthly credit of \$50.00 cash in the paycheck. In exchange for such a waiver, a Bargaining Unit member who waives family coverage will receive monthly credit of \$100.00 cash in the paycheck. The waiver option becomes effective the month following the disenrollment by the Bargaining Unit member.

### Disability Coverages

Employees may elect to receive disability coverage under the current University plan provided the employee agrees to pay the full costs of premium rates then in effect.

The University will continue health care coverage for employees who are on medical/disability leave without pay for one year, provided the probation period is completed and he/she is enrolled in the health group plan at the start of such leave.

**C. Life Insurance**

The University will provide term life insurance benefit to all Bargaining Unit members in the amount of \$25,000.00 payable to the beneficiary or estate.

**D. Dental Insurance**

The Administration will provide for Bargaining Unit members a single or family plan at their election and will pay the cost of only single plan coverage of the basic dental insurance. The plan will offer a deductible of \$25.00 for each individual covered, an annual maximum of \$1,000.00, 100% UCR reimbursement of Type I preventive procedures, 80% UCR reimbursement for all other Type I procedures, 80% UCR reimbursement for Type II procedures (major treatment), and 50% UCR reimbursement for Orthodontia procedures (lifetime maximum benefit of \$1,000.00).

Pre-Tax Treatment of Premium Participation: to the extent permitted by law, that portion of dental insurance premium charges contributed by the Bargaining Unit member will be deducted from pre-tax dollars.

**Article 25  
Registration And Parking**

The University agrees to implement and enforce a vehicle registration and parking program in a uniform manner for faculty, staff and students.

The Union agrees to work with the Administration to establish operational procedures for handling the parking on campus without loss of revenue.

**Article 26  
Offdays and Holidays**

Employees within the Bargaining Unit shall be entitled to the following paid holidays:

1. New Year's Day - First day of January
2. Martin Luther King, Jr. Day- Third Monday in January
3. President's Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - Fourth of July
6. Labor Day - First Monday in September
7. Veterans' Day - Eleventh (11th) of November
8. Thanksgiving Day - Fourth Thursday in November

9. Day after Thanksgiving - Fourth Friday in November
10. Christmas Eve - Twenty-fourth (24th) day of December
11. Christmas Day - Twenty-fifth (25th) day of December

In addition to the above, any day appointed and recommended by the Governor of this State or the President of the United States as a day of fast or Thanksgiving. Also, in addition to the above, one (1) hour administrative leave without loss of pay shall be accorded employees for general election days that would occur within the county or township of their residence, and four (4) hours administrative leave without loss of pay for Good Friday.

In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding will be observed as the holiday. In the event that any of the aforesaid holidays should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Full time employees with work schedules other than Monday through Friday are entitled to pay for any holiday, which is observed on the day off, and payment for such holiday WILL BE USED in the calculation of paid status for overtime. For example, the payroll entry for Employee "D", who worked a normal Tuesday through Saturday schedule with the Monday holiday as the regular day off, would read "OT 8".

#### Personal Leave

Bargaining Unit employees are entitled to two (2) paid personal leave days annually, subject to the approval of the employee's immediate supervisor. This approval shall not be unreasonably denied. Such leave is not cumulative and cannot be carried over. No pay in lieu of unused leave shall be paid to an employee at termination.

#### **Article 27 Court Required Service**

Employees, who have completed the probationary period, and are needed for Court required service, will be excused from his/her job when those hours conflict with the hours the employee must actually spend in connection with the Court or Board Proceedings. Such employees, who are summoned, required to serve on a jury or who are served with a subpoena to appear in Court Proceedings as a witness, and are not a party to that action, shall be allowed to retain the pay for jury duty or witness fee, and shall not suffer any loss in his/her regular straight time earnings.

#### **Article 28 Personal Leave Of Absence**

The University may grant a leave of absence for personal reasons not to exceed six (6) months without pay and without loss of seniority to a regular employee who has completed one (1) year of continuous service with the University since his last hiring date.

Such leave shall comply with the University regulations in effect.

**Article 29**  
**Leave Of Absence For Disability**

A leave of absence for disability may be granted by the University upon receipt of a satisfactory doctor's certificate. Such leave of absence shall not exceed six (6) months duration. Said leave shall be without pay, without benefits and without loss of seniority.

After the expiration of a six (6) month period, if the employee is not able to return to duty, the employee shall be placed on leave of absence for disability and shall be eligible for reinstatement up to a period of three (3) years. After such termination, the employee shall not be entitled to pay or seniority.

State laws or regulations shall be followed in regard to such disability leave or termination.

**Article 30**  
**Returning Service Personnel**

The reinstatement rights of any regular employee who enters the Military Service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

Employees reinstated under this Section shall be considered by the University for personal leave to pursue their education under any benefits of the Veterans Administration, but any leave of absence granted by the University shall be without pay.

Such employees shall not lose any seniority to which he/she is entitled at the time he/she returned from the service and was reinstated but shall not be entitled to any additional seniority while on such leave to pursue his/her education.

**Article 31**  
**Military Leave**

Regular full-time employees called up for federal and state military service shall be entitled to the benefits and treatment as prescribed by law.

**Article 32**  
**Funeral Leave**

Regular employees shall be granted funeral leave as set forth below:

To arrange for and/or attend the funeral of a member of his/her immediate family (father, mother, sister, brother, wife, husband, child, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandson, granddaughter, father-in-law, mother-in-law, domestic partner when verified by an affidavit developed by and filed with the Office of Human Resources, any relative residing in the employee's household, or any relative who helped raise the employee as a child as a member of the same household), the employee shall be granted up to three (3) working days. Funeral Leave is to be used for funeral purposes during the employee's scheduled work hours only.

### **Article 33 Family And Medical Leave Act (FMLA)**

Up to the first twelve (12) weeks of all disability leaves of absence, maternity/paternity leaves, and extended sick leave commencing on/or after November 1, 1993 will concurrently be treated as leave of absence required by the Family Medical Leave Act (FMLA). Employees are required to first use any accrued paid leave (sick leave, vacation, personal leave, etc.) for part of the twelve (12) week period. Any remaining FMLA leave will be unpaid leave.

To be eligible an employee must have worked for the Employer 1,250 hours of work during the previous twelve (12) months (which must be consecutive) and at least 12 months of employment. Employees shall be entitled to FMLA leave for one or more of the following:

- (A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (B) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (C) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- (E) For qualifying exigencies of a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or reserves in support of a contingency operation.
- (F) To care for the serious illness of a covered service member (up to 26 weeks).
- (G) Other reasons as provided in the FMLA.

If a husband and wife are both employed by the Employer they will be eligible for a combined total of twelve (12) weeks FMLA leave of absence due to birth, adoption, foster care or caring for a sick parent. Each of the spouses would be eligible for up to twelve (12) weeks leave when it is taken to care for a sick spouse/child or is due to the employee's own illness.

Employees are eligible to continue health care coverages while on FMLA leaves. Employees will be required to continue making any monthly contributions for coverages

continued during the leaves. The Employer can recover its share of contributions for continuation of health care coverages if the employees do not return to work for a reason other than the serious health condition of the employee or the employee's immediate family member or another reason beyond the employee's control.

Employees must give the Employer 30 days notice prior to leaves where practical. In addition, the Employer may require employees to submit certification from a health care provider to substantiate that a leave is due to the serious health condition of the employee or the employee's immediate family member or certification regarding the qualified exigency.

An employee may request leave on an intermittent basis – which means leave taken in small blocks of time, or in the form of a reduced weekly or daily work schedule. Entitlement to intermittent leave is limited to leave due to the employee's serious health condition or leave to care for a covered family member with a serious health condition. Employees are not entitled to intermittent leave for the birth of a child, adoption or foster care placement. Intermittent leave requested for medical reasons must be supported by a Certification from a health care provider. In cases of planned medical treatment the employee is expected to schedule such treatment so as to create minimal disruption for the department.

#### **Article 34 Sick Leave**

All employees within the Bargaining Unit shall accrue sick leave credit at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacations, overtime and sick leave, but not during a leave of absence or lay-off. Part-time, seasonal, and intermittent workers shall be credited with sick leave at the same rate.

Sick leave shall be charged in minimum units of one hour. When an employee is unable to report to work due to disabling illness or injury, he/she shall notify his/her immediate supervisor, or designated representative, no later than the time he/she is scheduled to report to work on the first day of absence, unless emergency or other conditions make it impossible. If an employee on sick leave is convalescing at a place other than his/her current residence on file at the University, then the employee must provide the address and phone number of the place of convalescence.

Each employee learning of any physical condition, which is likely to cause their absence from work, shall notify their supervisor as soon as the condition is known. The University may require a doctor's certification as to the period of time the employee will be absent because of the physical condition or any time an employee is absent three (3) consecutive working days.

The University and the Union have agreed to cooperate in programs to eliminate unnecessary absenteeism and sick leave abuse on the part of the employees.

Six (6) separate incidents of sick leave usage in a rolling twelve (12) month period may indicate a pattern of excessive absenteeism and employees should be counseled that good

attendance is a requirement, not an option. After six (6) separate incidents of sick leave usage in a rolling twelve (12) month period, a doctor's medical certification may be required to be delivered to Human Resources for any absence, and disciplinary action may be warranted where an excessive absenteeism pattern exists. Absences approved under the Family and Medical Leave Policy are not considered as separate absences under this rule.

Examples of excessive absenteeism include, but are not limited to, excessive Monday and/or Friday absences, absences before or after paid holidays, absences before or after scheduled vacation days, absences on the same day or days in a week, absences after scheduled overtime days.

The University shall have the right to require any employee absent from work for three (3) consecutive work days due to sickness, illness, or injury to be examined by a physician designated by the University, at the University's expense, while absent from work, or prior to being permitted to return to work.

Failure to comply with any of the above may result in denial of sick leave pay and/or disciplinary action.

Accumulated sick leave of an employee, who has been separated from public service, shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from service.

All employees within the Bargaining Unit shall, at the time of retirement or termination of services with the University and with ten (10) years or more of service with the University, receive pay for accrued and unused sick leave credit on the basis of three (3) sick leave days for one (1) day of pay not to exceed forty (40) days. Such payment will be based on the employee's rate of pay at the time of retirement or termination. Such payment shall be made only once to any employee.

In case of death of an employee (regardless of age or length of service at Central State University), payment of one-third (1/3) of the employee's unused sick leave shall be made to the beneficiary or estate. Such compensation shall be made at the employee's current rate of pay.

### **Article 35** **Second Medical Opinion**

In the event of a dispute involving any employee's physical ability to perform his/her job, the appointing authority or designee, may require the employee to take a medical examination, conducted by a licensed physician, to determine his/her physical or mental capability to perform the duties of his/her position. The cost of such examination shall be paid by the University.

**Article 36**  
**Advancement Or Promotion/Retreat**

When an employee is advanced by the University to a higher classification, his/her new rate will become effective no later than the date of his/her advancement, and such employee must complete a ninety-day probationary period.

Retreat – An employee may request to return to his/her previously held, vacant position or classification within thirty (30) days from a promotion unless the position has been filled.

**Article 37**  
**Safety And Health**

The University will establish a University Safety and Health Committee to concern itself with routine investigations at each work area, as well as specific complaints relating solely to safety and health.

The safety program will be administered by a chairman who shall be elected by the membership of the Safety and Health Committee, but who need not be a member of the Committee.

Membership of the Safety and Health Committee shall consist of two (2) members appointed by the Union, one (1) member of the University Administration, and one (1) faculty member. The Vice President for Administration and Chief Financial Officer reserves the right to add additional members to represent the University community.

All appointments to the University Safety and Health Committee shall be made within thirty (30) days after the signing of this Agreement. Meetings of the Safety and Health Committee shall take place at least once a month and members shall suffer no loss of pay as a result of attending such meetings.

Appointments shall be made to the Committee for the duration of this Agreement. The Committee shall prepare forms and procedures for reporting claimed safety violations: investigations of problems; informing the appropriate authority; and following up on corrective action. The Committee will also devise a procedure for a presentation of such complaints relative to safety from any employee. Where necessary, written recommendations of this Committee will be forwarded to the appropriate authority.

Since it is the responsibility of every department to provide the safest working conditions, tools, equipment, and work methods for its employees, the appropriate authority must correct unsafe conditions promptly. He/she must see that all safety rules and good working methods are used by all employees. Violations of safety rules are to be considered the same as a violation of any other institutional rule.

Any employee that is required to leave his/her job because of injury or illness resulting from job-related injury will be paid his/her regular straight time pay for that day. Such time not

to be deducted from the employee's sick leave credit or covered by Workers' Compensation claim, if applicable, at the election of the employee. Any first aid given to the sick or injured employee shall be provided without cost to the employee by the University.

Authority shall be invested the University Police Department to impound any University motor vehicle that becomes unsafe to operate.

It is further agreed that all University-owned vehicles operating on this campus be inspected once each year by the State patrol and said inspection slip displayed visibly on each vehicle.

### **Article 38 Training Class**

The University, in cooperation, with the local union, will establish training classes, seminars, workshops, and educational conferences whereby employees may improve their skills thus increasing job performance and productivity. Training classes to be in all areas of job classification within the Bargaining Unit without cost or lost time to employees.

When an employee is required to attend training on their scheduled day off, the employee shall be paid at time and one-half his/her regular rate of pay if required by Article 14 of this Agreement.

### **Article 39 No Lock-Out, No Strike Pledge**

The Union agrees that it will not countenance or engage in or encourage slow-downs, work stoppages, strikes and threat of strikes nor any such activity on the part of its members, pursuant to ORC 4117.14 (D)(2).

Under no circumstances shall the University, its officials or its supervisors interfere with the right of any employee, nor directly or indirectly cause, instigate, support, encourage or condone a "lockout" of Union member employees.

The University and the Union recognize their mutual responsibilities to provide uninterrupted services to the educational processes.

Repudiation of this Agreement by either party will relieve the non-breaching party of its obligations hereunder.

### **Article 40 Vacation**

1. Permanent full-time employees will accrue vacation as follows:
2. Full-time non-academic employees earn annual (vacation) leave according to their number of years of service with the state government as follows:

- a. Less than one (1) year of service - no vacation
  - b. One year of service but less than eight (8) years - 80 work hours annually (3.1 hours every pay period). Maximum number of hours accumulable - 240.
  - c. Eight (8) years of service but less than fifteen (15) years - 120 work hours annually (4.6 hours every pay period). Maximum number of hours accumulable - 360.
  - d. Fifteen (15) years of service, but less than 25 years - 160 work hours annually (6.2 hours every pay period). Maximum number of hours accumulable - 480.
  - e. Twenty-five (25) years or more of service - 200 work hours annually (7.7 hours every pay period). Maximum number of hours accumulable - 600.
3. For all permanent full-time employees hired before October 31, 1984, accrual of vacation will be according to their number of years of service with the State of Ohio or any of its political subdivisions. For all employees hired on or after January 31, 1985, continuous University service shall be as defined by Article 13 of this Agreement, and shall not include any State of Ohio service.
  4. CSU employees transferring into a position covered by this Agreement after October 31, 1984, transfer the balance of all accrued unused vacation to the new position. Upon transfer, such employees shall be subject to the vacation schedule and the accrual rate will be determined by the length of continuous University service.
  5. Days designated as holidays are not charged to vacation leave regardless of the day of the week on which they occur.
  6. Vacation leave is earned during the time the employee is in active pay status. It is not earned while on unpaid leave of absence.
  7. During the first quarter of each calendar year employees will be given an opportunity to indicate on a form provided by the University their vacation leave preferences for the upcoming fiscal year of July 1 through June 30, and promptly thereafter a written vacation schedule (by departments) will be prepared by the University (and written confirmation given to each employee) with priority given to employees by classification seniority. In scheduling vacation time, seniority within the department shall govern. Vacations shall be granted at times and in amounts most desired by employees whenever practical. Once the department vacation schedule is determined, it shall not be changed without the consent of the involved employee(s). The scheduling of these vacation days must have the approval of the University. This approval shall not be unreasonably denied.

8. The University will provide its employees their vacation pay in advance of vacation departure providing the employee notifies his Departmental Supervisor in writing three (3) weeks in advance of scheduled vacation. The employee must be gone at least five (5) days, including the scheduled day of pay. If an employee is on vacation between days of pay, those employees cannot use this section. After one full year of service, employees may, with supervisory approval, use vacation credit as accrued. This approval shall not be unreasonably denied.
9. Upon separation from the University or death, an employee or his estate shall be paid for any accrued but unused vacation not in excess of the maximum accrual allowed. No payment for unused vacation shall be made to an employee having less than one year of University service.
10. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance. The University will advise the employee when approaching maximum accrual.

#### **Article 41 Employee Records**

Any material placed in an employee's personnel file which may affect that employee's classification or performance evaluation may be shown by supervision to the employee involved, at which time the employee may add to the file a written, signed statement of rebuttal. An employee may additionally review his or her file upon request at any reasonable time during normal working hours, by appointment, and may be accompanied by the employee's designated representative.

#### **Article 42 Wages**

Bargaining Unit employees will be paid in accordance with the pay plan set forth in this Agreement which includes the following wage adjustments set forth below.

##### **1. Wages**

Effective upon the signing of the Agreement and the ratification thereof:

- a. On November 1, 2011, salaries will be increased by 2.0%.
- b. On November 1, 2012, there will be a 2.0% increase.
- c. On November 1, 2013 there will be a 2.0% increase.

##### **2. Equity Adjustments**

The Administration will make \$50,000 available to be used for equity adjustments above and beyond salary increases. The dollar amount includes fringe benefit costs as they

apply to Bargaining Unit members. The formula for distribution of these equity adjustments will be determined by a committee made of one representative from the Bargaining Unit and one representative from the University no later than June 15, 2012. The adjustments to base salary will be made no later than July 27, 2012.

**Article 43**  
**Termination**

This Agreement shall continue in full force and effect from November 1, 2011 until and including October 31, 2014. Thereafter, it shall be renewed for periods of one year, unless written notice is given by either the Union or the Employer to the other not less than sixty (60) days prior to the expiration date heretofore stated, of either party's desire to amend or terminate this Agreement.

In the event notice is given by either party, discussions shall begin not later than ten (10) calendar days after receipt of written notification to amend or terminate this Agreement.

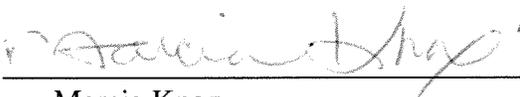
Should any provision of this Agreement or any application thereof become unlawful by virtue of Federal or State law, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law. In all other respects, however, the provisions and applications of provision of this Agreement shall continue in full force and effect for the life thereof with no changes other than provided therein or through applicable legislation.

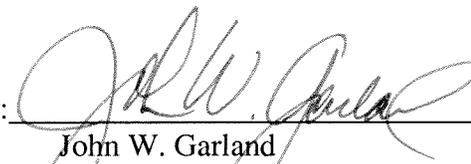
Ratified by the AFSCME Membership on MAY 15, 2012.

Approved by Central State University Board of Trustees on June 15, 2012.

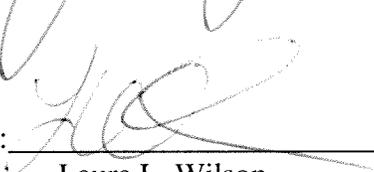
**American Federation of State  
County and Municipal Employees  
Ohio Council 8, AFL-CIO**

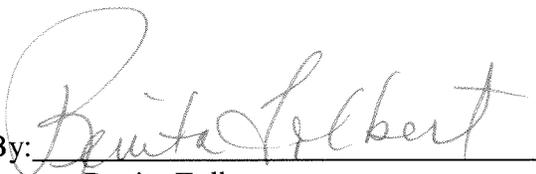
**Central State University**

By:   
Marcia Knox  
~~Chief Negotiator~~ REGIONAL Director  
~~Staff Representative~~

By:   
John W. Garland  
President

By:   
Marvin B. Wilson  
President Local 361  
AFSCME Bargaining Team

By:   
Laura L. Wilson  
Chief Negotiator

By:   
Renita Tolbert  
AFSCME Local 361 VICE PRESIDENT  
Bargaining Team LOCAL 361

By:   
Kimberly Manigault  
Director of Human Resources

## APPENDIX I

<u>PAY RANGE</u>	<u>CLASSIFICATION</u>
27	ACCOUNT CLERK 3
26	ACCOUNT CLERK 2
04	ACCOUNT CLERK 1
29	ACCOUNT CLERK SPECIALIST
29	ACCOUNTS PAYABLE CLERK
28	ADMINISTRATIVE ASSISTANT 1
29	ADMINISTRATIVE ASSISTANT 2
32	ADMINISTRATIVE ASSISTANT 3
28	ADMINISTRATIVE SECRETARY 1 DEVELOPMENT & PUBLIC RELATIONS CSU WEST
25	AGRICULTURE TECHNICIAN 1
07	AIR QUALITY TECHNICIAN 1
08	AIR QUALITY TECHNICIAN 2
26	ASSISTANT BUYER
07	AUTOMOTIVE MECHANIC 1
08	AUTOMOTIVE MECHANIC 2
04	BAKER 1
06	BOILER OPERATOR 2
05	BOILER OPERATOR 1
06	BOILER REPAIR WORKER
04	BOILER MAINTENANCE WORKER
06	BROADCAST TECHNICIAN 1
00	BOOKSTORE/CONVENIENCE STORE CLERK (pending approval of SERB)
08	CARPENTER 2
07	CARPENTER 1
30	CASH CONTROL ANALYST
05	CASHIER 2
03	CASHIER 1
26	CHEMICAL STOREKEEPER 1

<u>PAY RANGE</u>	<u>CLASSIFICATION</u>
25	CLERICAL SPECIALIST
03	CLERK 2
02	CLERK 1
26	COLLECTOR 1
28	COMPUTER OPERATOR 2
27	COMPUTER OPERATOR 1
05	COOK 2
03	COOK 1
02	CUSTODIAL WORKER
04	CUSTODIAL LEAD WORKER
27	DATA CONTROL TECHNICIAN
25	DATA ENTRY OPERATOR 3
24	DATA ENTRY OPERATOR 2
23	DATA ENTRY OPERATOR 1
05	DELIVERY WORKER 2
04	DELIVERY WORKER 1
02	DISHROOM WORKER
08	ELECTRICIAN 2
08	EQUIPMENT OPERATOR 2
07	EQUIPMENT OPERATOR 1
01	FOOD SERVICE WORKER
06	GENERAL LEDGER CLERK
04	GROUNDSKEEPER 1
08	GROUNDSKEEPER LEAD WORKER
04	HEATING, VENTILATION, AND AIR CONDITIONING TECHNICIAN
04	HELP DESK COORDINATOR
04	HORTICULTURALIST 1
27	INSTRUCTIONAL SERVICES VIDEO TECHNICIAN
27	LABORATORY TECHNOLOGIST
01	LAUNDRY WORKER
04	LIBRARY ASSISTANT

<u>PAY RANGE</u>	<u>CLASSIFICATION</u>
27	LIBRARY ASSOCIATE
08	LOCKSMITH 2
26	MAIL CENTER LEAD WORKER
03	MAIL CLERK/MESSENGER
07	MAINTENANCE REPAIR WORKER 3
05	MAINTENANCE REPAIR WORKER 2
04	MAINTENANCE REPAIR WORKER 1
29	MEDICAL SERVICES COORDINATOR
05	MOVER 2
04	MOVER 1
08	PAINTER 2
07	PAINTER 1
27	PAYROLL/BENEFITS DISBURSEMENT CLERK
08	PLUMBER 2
07	PLUMBER 1
08	PRINTING MACHINE OPERATOR 3
07	PRINTING MACHINE OPERATOR 2
06	PRINTING MACHINE OPERATOR 1
07	PRINTING TECHNICIAN 2
06	PRINTING TECHNICIAN 1
25	PURCHASING ASSISTANT 1
26	PURCHASING ASSISTANT 2
25	RECORDS COORDINATOR
27	RECORDS MANAGEMENT SPECIALIST
27	REGISTRATION COORDINATOR
04	SALES CLERK 2
02	SALES CLERK 1
25	SCHEDULE COORDINATOR
26	SECRETARY 1
27	SECRETARY 2
28	SIS COORDINATOR

<u>PAY RANGE</u>	<u>CLASSIFICATION</u>
08	STATIONARY ENGINEER 1
26	STATISTICAL CLERK
27	STOREKEEPER 2
26	STOREKEEPER 1
04	STORE CLERK 2
03	STORE CLERK 1
26	STUDENT LOAN SPECIALIST 1
27	STUDENT SERVICES COUNSELOR
25	TECHNICAL TYPIST
04	TELEPHONE OPERATOR 2
03	TELEPHONE OPERATOR 1
06	TREATMENT PLANT AIDE
07	TREATMENT PLANT OPERATOR
04	TYPIST 2
03	TYPIST 1
06	WATER TREATMENT PLANT AIDE
25	WORD PROCESSING SPECIALIST 1
02	UTILITY WORKER
04	VEHICLE OPERATOR 1

*JW*

APPENDIX II *MB*

<b>PAY RANGE</b>	<b>2012/2013 STARTING SALARY</b>
0	\$ 9.00
1	\$11.76
2	\$12.29
3	\$12.65
4	\$12.79
5	\$12.90
6	\$14.91
7	\$15.67
8	\$16.56
24	\$13.50
25	\$13.69
26	\$14.41
27	\$15.12
28	\$16.04
29	\$17.07
30	\$17.45
32	\$18.35