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Collective Bargaining Agreement

Between

Wright State University

And

Teamsters Local No. 957

General Truck Drivers, Warehousemen and Helpers,
Sales and Service and Casino Employees, affiliated with
The International Brotherhood of Teamsters

September 1, 2012 – August 31, 2015

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Article 1 – General Provisions

This Agreement is entered into between Wright State University (herein called "the University") and Teamsters Local Union No. 957 General Truck Drivers, Warehousemen and Helpers, Sales and Service and Casino Employees, affiliated with The International Brotherhood of Teamsters, (herein called "the Union").

Section 1 – Introduction. The parties agree that it is in the best interest of the parties to establish mutual rights, enhance employee morale, and promote effective and efficient University operations. The University, the Union, and each employee will cooperate fully to serve the citizens of the state in carrying out the unique educational mission of the University and will use their best efforts to assure the proper and uninterrupted functions of the University and to promote mutual respect and fair dealing among themselves.

Section 2 – Non-discrimination. Neither the University nor the Union shall discriminate against any employee of the University because of age, race, sex, color, religion, national origin, handicap or disability. This Article is intended to restate and emphasize the existing legal obligations of the University and the Union not to discriminate on any of these grounds. However, nothing in this Article or in Article 7 of this Agreement, regarding grievance and arbitration, shall be read either to permit or to require individual employees to present through the grievance process claims of unlawful discrimination arising under local, state or federal law.

This Article specifically is not intended to waive individual employees' rights to present such statutory claims to the courts or to federal or state administrative agencies. Furthermore, presentation by the Union in the grievance and arbitration process of any arguments or evidence regarding alleged disparate treatment of a grievant, claimed retaliation for protected activity or similar matters shall not be considered to be a waiver of the grievant's right to present to a court or administrative agency any statutory claims that arise independently of the collective bargaining agreement.

Section 3 – Complete Agreement; Ohio Law. This Agreement contains the full and complete Agreement between the parties for the full term of the Agreement. Where this Agreement is silent, the University, its employees and the Union shall be subject to applicable state and federal laws and rules and regulations thereunder which pertain to wages, hours, and terms and conditions of employment for public employees and University rules and regulations promulgated or amended at any time in accordance with those laws.

Section 4 – Separability and Savings Clause. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

In the event that any provision is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either University or Union for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

Article 2 – Recognition and Coverage

Section 1 – Recognition. The University recognizes the Union as the exclusive bargaining representative in all matters pertaining to the wages, hours and terms and conditions of employment for all full-time and regularly scheduled part-time (benefit eligible) employees of the University in the classifications set forth in Article 17, but excluding supervisory and all other employees of the University.

Article 3 – Management Rights

Section 1 – Management Rights. Unless expressly provided to the contrary by a specific provision of this Agreement, the University retains the sole and exclusive right to manage its operations and direct the work force. The right to manage shall include but is by no means limited to the authority to:

- A. determine the mission of the University and to carry out that mission efficiently including the transfer, alteration, curtailment or discontinuance of any operations or facilities;
- B. establish policy and procedures governing and affecting all operations of the University;
- C. utilize personnel and manage University operations in the most effective and efficient manner possible;
- D. manage and direct University employees, including the right to hire, promote, transfer, assign, lay off or for just cause to demote, suspend, discharge or discipline University employees;
- E. establish work rules and rules of conduct;
- F. determine job duties and classifications;
- G. determine hours of work and work schedules;
- H. determine standards of quality and performance;
- I. determine the size and composition of the work force.

Article 4 – No Strike – No Lockout

Section 1 – No Strike. During the term of this Agreement neither the Union, its officers, representatives or agents nor any employee shall take part in, cause, aid, authorize or threaten a strike, slowdown, work stoppage, or other interruption or interference with the work of the University or any of its employees.

Section 2 – No Lockout. During the term of this Agreement the University, its officials and its supervisors shall not threaten or cause a "lockout" of bargaining unit employees.

Article 5 – Union Security; Dues Deduction

Section 1 – Union Membership. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2 – Dues Deduction. During the full term of this Agreement, the University shall deduct the regular monthly Union dues, initiation fees or assessments from the wages of those employees who voluntarily sign deduction authorization forms permitting said deduction from the first paycheck of the month which begins at least sixty (60) days after the date of employment.

Section 3 – Fair Share Fee. Employees who have not voluntarily signed a deduction authorization form will be required as a condition of employment to have the University deduct a fair share fee from their wages which shall not exceed the dues established for other employees. This deduction will begin the first paycheck of the month which begins at least sixty (60) days after the date of employment. The Union will comply with the fair share fee rebate standards and procedures required by law.

Section 4 – Changes to Dues/Fees Amounts. Any changes to the amount of dues and/or fair share fees as a result of changes to the pay rates of the entire bargaining unit (e.g. annual pay increase) shall be effective the first paycheck of the month which begins at least sixty (60) days after the date of the pay rate changes.

Any change to the amount of dues and/or fair share fees as a result of a change to the pay rate of an individual bargaining unit member shall be effective the first paycheck of month following the date of the pay rate change.

Section 5 – Union Certification. The Union shall certify to the University the amounts due from the employees.

Section 6 – Payroll Deduction. The University shall make deductions for dues, fair share fees and assessments from the pay on the first classified pay date in each calendar month. Deductions for initiation fees and/or arrearages shall be made from the pay on the second classified pay date in each calendar month. Initiation fees shall be divided and paid over five (5) months and arrearages will not be deducted in an amount greater than that equal to one month's dues/fair share fees in any given month.

Section 7 – Union Stewards. Any bargaining unit member elected to serve as a Union Steward will be exempt from having dues withdrawn for as long as the member remains a Steward.

Section 8 – Payment to Union. A check in the total amount of Union deductions withheld shall be sent to the Union within thirty (30) days from the date of making said deductions.

Section 9 – D.R.I.V.E. The University agrees to deduct, from the paycheck of all employees covered by this agreement, voluntary contributions to DRIVE. DRIVE shall notify the University of the amounts designated by each contributing employee that are to be deducted from his/her first paycheck of the month following the receipt of the amounts from DRIVE. If the employee is not paid on that pay date in any month, the University will not accrue an arrearage against the employee for that month.

The University will transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the University annually for the University's actual cost for the expenses incurred in administering the payroll deduction plan.

Section 10 – Indemnification. The Union shall indemnify the University against any and all expenses, claims, lawsuits, or forms of liability whatsoever that shall arise out of or by reason of action taken or not taken by the University in compliance or attempted compliance with the provisions of this Article.

Article 6 – Union Representation

Section 1 – Stewards. The Union may select six (6) stewards to represent the employees covered by this Agreement. With the exception of the Chief Steward, each steward shall represent a designated work area. At least one steward shall work and represent the second or third shift employees. No steward, excluding the Chief Steward, shall represent the same work area.

The Union will make every effort to recruit stewards in such a way as to avoid more than one steward being elected from any one work group. The Union shall furnish the University with the names of the stewards and the specific work areas or shift they have been designated to represent. This list shall be kept up-to-date by the Union. Time away from the job for Union business shall not be granted unless an employee is on the list of stewards. Such permission shall not be unreasonably denied.

Section 2 – Chief Steward. One of the six (6) stewards shall be designated the Chief Steward. The Chief Steward shall coordinate the activities of the other stewards and act as chief spokesperson for the Union. The Chief Steward shall not displace the regular stewards. The Chief Steward may act in the capacity of a steward when the steward is not available.

Section 3 – Union Activity. No employee shall be discriminated against for Union membership or activity, but stewards and other Union representatives shall be subject to the same rules and working conditions as other employees.

Stewards shall be responsible for the investigation of grievances and the representation of area employees in disciplinary matters. When a supervisor interviews an employee, the employee may have a steward present to the extent required by law.

Stewards may also need to conduct authorized Union activity. Prior to engaging in any authorized activity, the steward shall seek permission from the steward's immediate supervisor. If a steward needs to conduct such authorized activity in another work area, the steward shall seek permission from the steward's immediate supervisor and the supervisor of the work area the steward wishes to enter. Permission shall not be unreasonably refused.

Section 4 – Union Office Space/Hours. The University shall provide the Union with appropriate office space for use by the designated stewards. The parties agree that to the greatest extent possible, and in all non-emergency matters, all union activity by the stewards will be conducted in the Union office at the appropriate designated times agreed to by the parties. The office hours for the first shift shall be from 2:30 to 3:30 p.m. Monday thru Friday. The office hours for the second and third shift shall be from 12:00 a.m. to 1:00 a.m. on Monday through Thursday.

Section 5 – Due Process and Grievance Meeting Times. The University shall schedule due process meetings and grievance meetings to begin no later than 2:00 p.m., Monday through Friday unless there are extenuating circumstances that require the meetings to be conducted at other times.

Section 6 – On Duty Pay. The University will continue the pay for witnesses reasonably required for grievance, due process and disciplinary matters processed under the terms of this Agreement.

The University will continue the pay for members of the Labor Management Committee and its subcommittees when attending such meetings.

In all of the above-mentioned circumstances, it is necessary for the Union member, steward, or Chief Steward to notify their immediate supervisor in advance of their Union activity.

Section 7 – No Loss – No Gain. Activity in all of the preceding circumstances shall result in no loss or no gain of pay.

Section 8 – Steward/Executive Board Meetings. Stewards may have one meeting a month. Attendance at such meetings shall result in no loss of pay or increase of pay to the steward. Each monthly meeting shall begin no earlier than 2:30 p.m.

Employees who have been elected to and are serving on the Teamsters Local Union 957 executive board (not to exceed two (2) employees) shall each be provided with five (5) days per year with pay to attend Union conferences and/or conventions. The Union shall inform the University two (2) calendar weeks in advance of such leave.

Section 9 – Bulletin Boards. The University agrees to furnish twelve (12) two feet by three feet (2' x 3') glass-enclosed bulletin boards with locks at locations to be mutually agreed to on a periodic basis, as needed.

All notices shall be posted by an officer or authorized representative of the Union. The Union shall limit its use of the bulletin boards to official Union business, such as meeting notices and Union bulletins.

Section 10 – University Mail System. The Union shall be permitted reasonable use of employee mailboxes and University mail service for communication with bargaining unit members.

Section 11 – Facility Access for Union Employees. The Union will be permitted reasonable use of University facilities and buildings for the purpose of holding meetings of employees with the prior approval of the University and providing that facilities are available and have been reserved under applicable University rules.

Section 12 – Facility Access for Non-Employees. Non-employee representatives of the Union shall have access to the University during normal working hours with the prior approval of the University's Assistant Vice President of Human Resources or designee, which approval shall not be unreasonably withheld, and providing there is no interruption of University operations and subject to University rules applicable to other non-university persons.

Section 13 – Full-time Union Position. If any employee covered by this Agreement is elected or appointed to a full-time position with Teamsters Local Union No. 957 after September 1, 2012, said employee shall be granted an unpaid leave of absence for the length of his or her service with Teamsters Local Union No. 957 in said full-time position.

The employee's record will not be active in the University payroll system but said employee shall receive all benefits he or she is entitled to as an inactive employee. Once the employee is no longer in a full-time position with Teamsters Local Union No. 957, he or she shall be able to return to work to the same position, at the pay and benefits provided for that position at the time of his or her return, and without loss of seniority.

Article 7 – Grievance and Arbitration Procedure

Section 1 – Grievances. A grievance is a claim by a directly affected employee or the Union on behalf of a directly affected employee or on behalf of a directly affected group or class of employees that the University has violated this Agreement. An honest and earnest effort will be made to settle grievances at the lowest level possible according to the following steps and procedures. All grievances shall be in writing and shall set forth the article or section of the Agreement alleged to have been violated and the specific remedy requested. For purposes of this Article, “day” means calendar day.

Section 2 – Procedure. In order to be considered, a grievance must be filed at the first step in writing, on the form provided by the University and agreed to by the Union, within twenty (20) days of the occurrence of the event which gave rise to the grievance, except that when an employee first becomes aware, or in the exercise of reasonable diligence should have become aware, of its occurrence at a later date, the grievance may be filed within twenty (20) days of that time, but in no event more than forty (40) days after the occurrence of the event which gave rise to the grievance.

Prior to filing a grievance, an employee shall first attempt to resolve the matter informally with the employee's manager or designee. This informal discussion may be waived only by agreement of the University and the Union.

Step 1 - The grievance shall be presented to the employee's immediate supervisor or designee. The supervisor or designee shall meet with the grievant and a Union Representative to discuss the grievance. The supervisor or designee shall respond to the employee with a copy to the Union Representative in accordance with the provisions of Article 9 Section 9, within fourteen (14) days from the date the grievance is received.

Step 2 - If the grievance is not resolved at Step 1 and the Union wants to process it further, the grievance shall be presented to the Department Director or designee within fourteen (14) days of the Step 1 response. The Department Director or designee shall meet with the grievant and a Union Representative to discuss the grievance. The Department Director or designee shall respond to the employee with a copy to the Chief Steward in accordance with the provisions of Article 9 Section 9, within fourteen (14) days of the meeting.

Step 3 - If the grievance is not resolved at Step 2 and the Union wants to process it further, the grievance shall be presented to the AVP of Human Resources or designee within fourteen (14) days of the receipt of the Step 2 response. The AVP of Human Resources or designee shall meet with the grievant, the grievant's Union Steward and/or the Union Business Representative to discuss the issue. The AVP of Human Resources or designee shall respond to the employee with a copy to the Chief Steward in accordance with the provisions of Article 9 Section 9 within fourteen (14) days of the meeting.

If the Union is not satisfied with the AVP of Human Resources' or designee's decision, it may submit the grievance to impartial arbitration by written notice to the AVP of Human Resources within twenty-one (21) working days after receipt of the AVP of Human Resources' decision.

The Union and the University may mutually agree in writing to waive any steps of the procedure if the grievance is of a nature that cannot be resolved at those levels.

All time limits referred to herein may be extended and/or waived by mutual written agreement between the parties.

Section 3 – Arbitration. Prior to submitting the grievance to arbitration pursuant to this Article, the University and the Union shall meet and attempt to reduce to writing the issue or issues to be placed before the arbitrator.

The Arbitrator shall be selected from the following panel: Phyllis Florman, Ed Goggin, Harry Grahm, Ted High, John Murphy and Howard Silver. The arbitrator shall be chosen by following the list in alphabetical order. If for any reason an arbitrator on this panel can no longer serve in this capacity, the parties agree to meet and choose a replacement.

If for whatever reason, this process of selecting arbitrators breaks down, the parties will revert to asking the Federal Mediation and Conciliation Service in Washington, D.C., for a list of Ohio arbitrators who are members of the National Academy of Arbitrators. The arbitrator shall be selected by alternate striking from this list.

Section 4 – Witnesses, Expenses. The University agrees to allow the grievant any necessary employee witnesses requested by the grievant time off with pay only for time which the employee witnesses are required to attend the arbitration hearing during their regularly scheduled work hours. In view of the necessity to maintain University operations, the University retains the discretion for reasonable scheduling of employee witnesses.

Each party shall compensate its own representatives and witnesses. Fees and expenses of the arbitration shall be borne equally by the parties. The fees and expenses of the arbitration are defined as follows:

- A. The fees and expenses of the arbitrator used in the case.
- B. Hearing room and other expenses related to the arbitration proceedings.

If one party desires a stenographer or transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the service. If the other party desires a copy, then both parties shall share the total cost of such stenographer and transcription equally. If either party cancels or reschedules the arbitration, that party pays the cancellation fee.

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

Section 5 – Decision. The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

Only disputes involving the interpretation or application of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement, nor impose on either party a limitation or obligation not specifically required by the express language of this Agreement. 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. The arbitrator's decision shall be final and binding.

Section 6 – Notification. The Union will be responsible for notification to a grievant and the Union witnesses of the time and place of the arbitration or grievance hearing.

Section 7 – Compliance with Supervisor Direction. Pending resolution of any grievance processed under this Agreement, the employee involved shall comply with the direction of the employee's supervisor, unless such direction clearly involves circumstances which could result in bodily harm to the employee and/or other employees.

Article 8 – Labor Management Committee

Section 1 – Purpose. A Labor/Management Committee shall be established which shall meet on a regular basis to discuss matters of mutual interest to management and the employees covered by this Agreement. These meetings should lead to mutual recommendations regarding working conditions, health, safety, and training and should increase the understanding between the parties to this Agreement, thereby increasing efficiency.

Section 2 – Membership. The Labor/Management Committee shall consist of no more than eight (8) regular members, half of whom shall be appointed by the Union and half appointed by Management. When needed to adequately discuss a particular matter, additional individuals may attend a labor/management meeting upon the mutual agreement of the parties.

Section 3 – Meetings. Meetings will be held no more than once every thirty (30) days, except upon mutual agreement of both parties. The meetings will be alternately chaired by Management and Labor.

Meetings will be scheduled with proper regard for the employer's operational needs and will, to the extent possible, be scheduled at a convenient time for the employees in attendance. Employees will attend on a no loss - no gain pay basis.

Section 4 – Agenda. An agenda shall be prepared prior to the meeting covering the items to be discussed. The agenda will be distributed to each member of the committee at least one (1) week in advance of any meeting. The members chairing the meeting will be responsible for the preparation and distribution of the agenda for the meeting.

It is understood that problems and conditions leading to grievances and problems which relate to negotiable subjects may, from time to time, be discussed by the committee, but any such discussions shall not in any way affect the resolution of grievances or collective bargaining negotiations, since specific procedures covering grievances and negotiations are provided elsewhere.

Section 5 – Meeting Minutes. The meeting minutes shall be prepared in writing. These minutes will be distributed to each member of the committee at the next meeting for review and approval at that meeting. Copies shall be initialed by each side and retained for future reference. Copies may be distributed for posting on bulletin boards.

Section 6 – Safety Subcommittee. Four (4) members of the Labor/Management Committee (two (2) from management and two (2) from labor) and a representative from the Department of Environmental Health and Safety shall be assigned to a safety subcommittee. Employees may report any unresolved safety problems to the safety committee for investigation and recommendation. The subcommittee will report their findings in writing to the employee and the director of the affected department.

Article 9 – Miscellaneous

Section 1 – Meaning of Terms.

- A. "Agreement" means this Agreement and includes any supplements or amendments to this document agreed to in writing by the parties.
- B. "Day" unless otherwise defined, means calendar day, beginning at 12:00 midnight and ending at 11:59:59 p.m.
- C. "Employee" unless otherwise defined, means bargaining unit member.
- D. "Qualified" means that in the assessment of the Department, in consultation with the Department of Human Resources (where applicable), the employee has the ability, experience, dependability and physical fitness to perform the job.
- E. "Minimum qualifications" means that, in the assessment of the Department, in consultation with the Department of Human Resources, the employee meets the minimum job specifications based on job experience, education, yearly evaluations, testing and/or interviews. A bargaining unit employee with active discipline of a written warning or suspension shall not be considered qualified.
- F. "Work day" means any day on which the employee in question is scheduled to work. The work day begins at the start of the regularly scheduled shift and extends for 24 hours.
- G. "Regular hourly rate" means the rate paid to an employee set forth in Article 17 exclusive of overtime or shift differential premium.
- H. "Work unit" means a distinct or separate facility or function as designated by the University. A work unit may be a department or a distinct identified unit within a department.
- I. "Emergency" means a sudden or unexpected turn of events calling for immediate action.
- J. "Tardy" means reporting for work after the start of the scheduled work shift or returning late from lunch or breaks.

Section 2 – Employee Addresses and Telephone Numbers. Each employee must submit to the University Department of Human Resources and to the director of the department/work unit and to their supervisor an accurate address and telephone number which are kept current by the employee for receipt of all communications from the University.

Section 3 – Review of Personnel File. Employees shall be allowed to review all their personnel folders alone or with another bargaining unit employee or a steward, along with someone from the appropriate department, at any reasonable time upon sufficient advance request.

Materials in an employee's personnel folder may be disclosed only in compliance with state and federal law. The employee may have copies of material for a reasonable fee. Employees may include rebuttals to material for inclusion in the file.

Section 4 – Performance Evaluations. When the University conducts a performance evaluation of any employee, a copy of the performance evaluation shall be provided to the employee in writing. An annual performance evaluation is the minimum requirement. Offices/departments are encouraged to provide informal evaluation of their employees as needed throughout the year.

If the employee is not satisfied with the performance evaluation, the employee shall have the right to appeal the performance evaluation in the same manner as other classified employees.

Section 5 – Lie Detector. The University will not require or request an employee of this bargaining unit to take a lie detector test.

Section 6 – Contracting Out. Wright State University and the Union agree that employees' jobs will not be eliminated by reason of a practice of contracting out and that existing employment opportunities of employees should not be unnecessarily reduced by reason of management contracting out work. The University, moreover, agrees that it is its policy to fully utilize its employees, under circumstances in which it is reasonable and practicable to do so, in the performance of work which the employees have historically performed to produce its services.

Accordingly, the University agrees that it will make a reasonable effort to avoid contracting out work which adversely affects the job security of its employees and that it will utilize various training programs available to it, whenever practicable, to maintain employment opportunities for its employees consistent with the needs of the University.

The parties agree that this section is not intended to prohibit or restrict the University's ability to contract for short-term, temporary assistance not to exceed thirty (30) days which may be required from time to time, to the extent said contracting does not result in displacement of current unit employees.

Section 7 – Wright Way Policy. The Chief Steward shall have electronic access to the Wright Way Policy Manual via the University's website and shall receive electronic notification of all updates within thirty (30) days of their publication.

Section 8 – Parking. Bargaining unit employees shall pay for parking at the same rates as other University classified employees; however, in no event shall parking rates for bargaining unit employees increase by more than ten dollars (\$10.00) per year during the life of this agreement.

Section 9 – Notifications Related to Discipline and Grievances. The University may use electronic mail to communicate with the Union regarding the scheduling and conclusions of due process meetings and grievance hearings.

Communication with the employee from Human Resources shall be by paper copy. The original, signed copy of any letter regarding scheduling and conclusions of due process meetings and grievance hearings will either be hand-delivered to the employee or sent by campus mail to the employee's campus address or by certified mail to the employee's home. The University, at its discretion, may send a copy to the employee via electronic mail in addition to sending the paper copy.

The notification period will be considered fulfilled when the Union receives the electronic mail of these notifications. The employee's notification will either be hand-delivered or electronically mailed within the time limits stated or the notification will be placed in either campus or regular mail within the time limits stated. The University is not responsible for the mailing system nor the employee's checking of electronic mail.

Article 10 – Safety

Section 1 – Safety Rules. The University and Union agree that the safety and health of all employees is a matter of highest importance and that each will promote and encourage safety in all matters in an effort to prevent injury. The Union agrees that careful observance of safe working practices and University safety rules is a primary responsibility of all employees. The University agrees that there will be uniform enforcement of such rules with respect to employees similarly situated. Employees who fail to follow safety rules or cause other employees not to follow them may receive disciplinary action. The University will not assign any employee to engage in activity in violation of applicable safety laws or regulations.

The Union and the University will cooperate in encouraging employees to observe safety rules and practices. Supervisors shall promote safe work habits and work conditions.

The University shall make available to employees information regarding toxic or hazardous substances as required by law. Employees engaged in maintenance, repair, or renovation who may work with hazardous materials will be instructed in proper procedure.

Section 2 – Safety Equipment. The University will provide employees at its expense with appropriate safety equipment when the University determines that it is required in connection with the employee's assigned duties. Whenever such safety devices or protective equipment are provided by the University, the employee shall be required to use and care for them.

Section 3 – Accident Reporting. Any employee involved in an accident shall report the accident and any injuries or property damage sustained according to University procedure. The employee and the supervisor shall immediately make out an accident report on a form provided by the University including all witnesses to that accident and a copy shall be given to the employee.

Section 4 – Safety Reporting. Each employee shall be responsible for inspecting the equipment, vehicle and job site to which the employee is assigned, and to report any deficiencies discovered to appropriate management personnel.

An employee who finds the equipment, vehicle or job site to which the employee is assigned to be in an unsafe or inoperable condition, posing threat of immediate and serious physical injury, shall report such finding to the immediate supervisor. Upon being so notified, the supervisor or his designee shall inspect the condition and determine if it is safe and operable. The supervisor shall notify the employee of the decision in writing.

If the employee still feels that the condition was unsafe, then the employee may report the condition to the Department of Environmental Health and Safety. The Department of Environmental Health and Safety will investigate the condition and make its recommendations in writing. If the condition is not corrected, the employee may file a grievance.

Abuse of this section may be cause for disciplinary action.

Section 5 – Examinations. Physical, mental or other examinations required by a government body or the University shall be promptly complied with by all employees, provided, however, the employer shall pay for all such examinations. Results of the examinations must be made available to the University and the employee.

The University shall not pay for any time spent for examination of applicants for jobs. When examinations are conducted outside an employee's working hours, the University shall pay employees for time spent at the place of examination and for time spent going to and from the place of said examination. If employees are required to take examinations during their working hours, they will be paid at their regular hourly rate for time spent in those examinations and for actual travel time going from campus to the examination location and return from the examination location back to campus.

The University shall select its own medical examiner or physician. The Union may, if it believes an injustice has been done to an employee, have the employee reexamined at the Union's expense. In the event of a disagreement between the examiners selected by the University and the Union, those two (2) doctors shall together select a third within thirty (30) days whose opinion shall be final.

Section 6 – Safety Footwear. Each employee shall receive one (1) pair of appropriate safety footwear at the beginning of employment and one (1) additional pair after the successful completion of the first year of employment.

Thereafter, employees needing replacement safety footwear shall submit the safety footwear needing replacement to the purchasing agent. If the safety footwear is non-serviceable, the purchasing agent will issue a purchase order for the replacement of the safety footwear. Employees whose shoes appear serviceable will have the opportunity to have documented particular problems with their feet which require replacement of their shoes.

The University will, with input from the Union, review the vendors used and the amount of funding provided for appropriate footwear on an annual basis.

Any employee receiving safety footwear shall be required to wear them.

Section 7 – Working Alone. The University agrees to create a policy regarding safety measures to be taken for employees assigned to work alone in remote or isolated areas.

Article 11 – Workplace Violence

Section 1 – Workplace Violence. The University and the Union recognize the need for a work environment which is free of violence. The University and the Union agree that threatening behavior such as verbal abuse and physical violence are counterproductive to maintaining a safe working environment. Such behavior will result in disciplinary action, up to and including termination.

Article 12 – Drug-Free Workplace.

Section 1 – Drug Testing. The bargaining unit will accept drug testing on the same terms and conditions established for all non-represented University employees.

Section 2 – Background. The Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendment of 1989 require all federal contractors, federal grant recipients, and recipients of any federal funds whatsoever to implement a comprehensive substance and alcohol abuse policy. Wright State University shall comply with all provisions of these Acts. The Wright State University Policy of a Drug-Free Campus shall apply to the entire University community including bargaining unit employees.

Section 3 – Resources. Resource information (booklets, brochures, pamphlets, videos, CD-ROMs, etc.) regarding health and safety concerns from substance abuse and information regarding the availability of and/or referral to community-based approved substance abuse counseling and rehabilitation services are available through a variety of university and community based services, including;

- Student Life: Alcohol and Other Drug Programs
- Center for Psychological Services
- Department of Human Resources
- Community Network
- Faculty and Staff Assistance Program (FSAP)

Wright State University offers a Faculty & Staff Assistance Program (FSAP) to assist employees with a full range of personal issues including substance abuse problems. When these problems exceed the ability of the FSAP to rehabilitate, employees can utilize health care benefits to which they are entitled. Each of these sources can evaluate an employee's case and determine the appropriate level and type of treatment that is necessary. Employees are strongly encouraged to utilize these rehabilitative programs.

Article 13 – Performance Management.

Section 1 – Corrective Action and Discipline. The Union recognizes the University's obligation to maintain a safe, orderly, and productive workforce, and its special obligations to its students and the University community for maintaining an appropriate working and living environment. It is agreed that there will be certain situations and circumstances which the University must address by the application of corrective and/or disciplinary action.

The parties further agree that not all situations and circumstances are the same. Therefore, the University agrees to follow the principles of just cause, when taking corrective and/or disciplinary action, and will make a general distinction between "minor" and "major" offenses when considering what action to take. In general, the University will follow the principle of progressive discipline in administering action/discipline to employees; however, the University reserves the right to determine when the serious nature of an employee's offense requires that the University take accelerated disciplinary action. The University will not discharge or suspend a non-probationary employee without just cause.

Just cause shall be used in all forms of progressive corrective action and/or discipline. Supervisors shall be expected to have just cause when giving corrective action and/or discipline to a bargaining unit employee.

Examples (list is not inclusive) of minor offenses best addressed by progressive corrective action and/or discipline include:

- poor performance
- chronic absenteeism
- disregard for instructions and/or work procedures
- absence from an assigned work area without sufficient reason

- extended break or meal periods that constitute an absence from the employee's assigned work area
- late arrivals and/or early quits
- minor insubordination
- minor negligent damage to University equipment and/or property
- and other similar types of offenses.

Examples (list is not inclusive) of major offenses best addressed by accelerated discipline or termination of employment include:

- cases of the use, sale, or possession of controlled substances on the job
- arriving for work intoxicated or otherwise impaired by substance abuse or ingestion
- theft
- fraud
- verbal and/or physical threat to another person
- serious and/or chronic disregard for safety policies, instructions and/or work procedures
- ethnic intimidation
- major intentional damage to University equipment and/or property
- sleeping on the job
- gross insubordination,
- or similar serious offenses.

Section 2 – Notification of Corrective Action. When the University determines that an employee has violated laws, rules, regulations, or is guilty of other misconduct and determines that a documented verbal or written warning shall be issued, such communication shall be issued to the employee within fourteen (14) days from the date of the event(s), or discovery by the University, whichever is later.

Section 3 – Potential for Disciplinary Action. When the University determines that an employee has potentially violated laws, rules, regulations, or is guilty of other misconduct that may result in suspension, disciplinary demotion or termination of employment, a due process meeting shall be held by the AVP of Human Resources or designee to the extent required by law.

If the employee does not attend the due process meeting without approval from the AVP of Human Resources or designee, disciplinary action including termination of employment may result. Postponement of the meeting requested by the Union shall not be unreasonably denied.

No more than fourteen (14) days from the date of the due process meeting, the employee and the Chief Steward shall be informed in accordance with the provisions of Article 9 Section 9 of the decision of the AVP of Human Resources or designee.

All time limits in this Article may be waived by agreement of the University and the Union.

Section 4 – Records. Records of disciplinary actions shall be disregarded and shall not be considered for progressive disciplinary action at the expiration of the periods outlined below, provided the employee has no intervening disciplinary action:

<u>Level of Discipline</u>	<u>Time Period</u>
Verbal Warning	12 Months
Written Warning	12 Months
Suspension/Disciplinary Demotion	18 Months

The timeline will begin as of the date of the event.

Article 14 – Seniority, Layoff, Recall

Section 1 – Seniority. An employee's seniority shall begin on the date the employee last commenced work as a bargaining unit employee and since which the employee has remained in continuous service in the bargaining unit.

The University shall give the Union an alphabetical list of bargaining unit employees and their date of permanent hire into the bargaining unit and current classification after the effective date of this contract. The University shall also send in writing to the Chief Steward a list of bargaining unit employees that the Department of Human Resources has received notification of being hired or terminated during the prior thirty days upon request but not more than once per month. This list shall include the name, classification, department, date of hire or termination and pay rate for each bargaining unit employee.

Section 2 – Termination of Seniority and Employment. An employee's seniority shall be terminated if the employee resigns or is discharged for just cause. An employee's seniority and employment shall be terminated automatically if the employee

- A. fails to report to work within the prescribed time limits after leave of absence or layoff,
- B. retires,
- C. engages in gainful employment during a leave of absence (except a leave expressly granted for such purpose),
- D. is absent for three (3) consecutive work days without approval of the University, which approval shall not be unreasonably withheld,
- E. is laid off for the period of time as follows:
 - a. for employees with less than two (2) years of continuous service with the University eighteen (18) months,
 - b. for employees with more than two years but less than ten years continuous employment with the University twenty-four (24) months,
 - c. for employees with more than ten (10) years but less than twenty (20) years continuous employment with the University thirty (30) months,
 - d. for employees with more than twenty (20) years of continuous service with the University thirty-six (36) months.

Section 3 – Layoff. When the University determines that the number of employees in a job classification shall be reduced, the University shall lay off employees in that job classification in reverse order of their seniority in the following sequence: student workers, workers from any county Work Experience Program, seasonal, temporary, less than fifty percent (50%) FTE part-time, over fifty percent (50%) FTE part-time, full-time probationary and full-time employees.

The University shall provide at least thirty (30) calendar days advance notice of layoff. Bumping may be exercised by an employee only to a lateral position or a lower-paid classification within the bargaining unit which the employee is qualified to perform.

Section 4 – Recall. Employees shall be recalled from layoff in a job classification in the reverse order they were laid off. Recall notice will be mailed by certified mail to the employee's home address as last submitted to the University Department of Human Resources. The employee must signify in writing within ten (10) days of the receipt date of the recall notice, but no longer than thirty (30) days from the postmarked date of the notice, the employee's intent to return to work. If an employee does not respond in the required time, or if the employee timely responds but does not return to work on the date scheduled in the recall notice, the employee will be struck from the recall list.

Article 15 – Probation

Section 1 – Probationary Period. Employees shall be considered original probationary employees for the first one hundred twenty (120) days of employment. Employees serving an original probationary period in the bargaining unit shall not have access to the grievance procedure and may be dismissed with or without cause.

Section 2 – Seniority. Upon successful completion of the probationary period, an employee's seniority shall be retroactive to the employee's date of hire into the bargaining unit.

Section 3 – Transfers. Employees transferring to another bargaining unit classification or department shall receive a ninety (90) day probationary period. If the University determines that the employee does not successfully complete the new probationary period, the employee may return to the same job title, classification and pay rate, including any pay adjustment the employee would have received if he/she had not transferred.

Section 4 – Licensure. When the new position or a current position is one which requires a license, the employee shall have a reasonable amount of time within which to receive a license. A reasonable amount of time shall be determined on a case by case basis, depending on the license.

A transferred employee failing to obtain a necessary license within the determined period shall be returned to his former position. The University shall make a good faith effort to place a current employee who fails to obtain a necessary license within the determined period into an available similar position.

Article 16 – Hours of Work

Section 1 – Work Schedules. The right to establish the work schedule of employees is the sole and exclusive prerogative of the University. No employee covered by this Agreement shall be scheduled to work a split shift. A split shift is defined as two or more non-consecutive regularly scheduled work periods on any regularly scheduled work day. A split shift does not include calling an employee back to work after the conclusion of the employee's regular shift, or calling the employee in early to begin

the employee's shift. The University shall not change an employee's regular starting time by more than one hour with less than four (4) days prior notice, except for emergencies and lateral transfers.

None of the provisions of this Article shall be construed as a guarantee of any schedule of work, or any minimum or maximum hours of work, except that full time employees shall work a forty (40) hour minimum work week. The regular work week shall consist of consecutive work days followed by consecutive days off except in cases of opportunities in addition to the regular schedule (overtime). Examples of scheduling possibilities, but not an inclusive list, are five (5) consecutive eight (8) hour work days, four (4) consecutive ten (10) hour work days or four (4) consecutive nine (9) hour work days with one four (4) hour day followed by consecutive days off.

Section 2 – Call-in Procedure. When an employee is unable to report for work, or believes that he or she may be late to work, he or she shall, except for extenuating circumstances, notify his or her supervisor at least thirty (30) minutes prior to his or her scheduled start time by contacting his or her supervisor or by leaving a voice mail message. Supervisors for each work unit shall issue directives for implementing this section, which may not be more restrictive than this section.

Each employee will be responsible for communicating with the University regarding his or her work status. It is not permitted for family members or friends to call in for the employee unless the employee is hospitalized or totally incapacitated and unable to make the call.

Section 3 – Tardy. Employees will be expected to be at work on time. Excessive and habitual tardiness will be considered cause for progressive disciplinary action.

Section 4 – Breaks. Employees shall receive a non-paid half-hour lunch break and two (2) fifteen (15) minute paid rest periods during each eight (8) hour work day except for employees regularly scheduled to work twelve (12) consecutive hours. Those employees will receive all breaks paid as they are not relieved of duty while scheduled. Any other employee who is not relieved of duty during their half-hour lunch break will be paid for said break. If the supervisor and the employee (or employee group) mutually agree, the two (2) breaks and lunch period may be taken in any combination and/or at any mutually agreeable time.

Section 5 – Overtime Pay. Employees shall be paid one and one half (1-1/2) times their regular hourly rate for all time worked in excess of forty (40) hours per 7 day work period. For the purposes of this Agreement, hours worked includes all time in paid status. When an employee is required to work the second or third shift or to work weekend duty, those employees shall be paid the applicable shift differential set forth in Article 17 Section 7. The shift differential will be treated as part of the base rate for computation of overtime.

Other than what is enumerated in this section, no employee shall receive premium pay or credit for hours worked under more than one (1) provision of this Agreement for the same hours worked. Any hours worked for which a premium rate is payable under this Agreement shall be compensated at the highest premium rate applicable to those hours under this Agreement.

Section 6 – Compensatory Time. Subject to all legal limitations, an employee may elect to take compensatory time off in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted at the rate of one and one-half (1-½) hours for each hour of overtime worked. The compensatory time will be taken at a time mutually convenient to the employee and the University.

Use of compensatory time or vacation must be requested and approved by the employee's supervisor in advance. Verbal approval for use of compensatory time or vacation for all emergencies shall not be unreasonably denied.

Employees who have accrued two hundred forty (240) hours of compensatory time will automatically receive overtime pay for all hours of overtime over the two hundred forty (240) hours limitation.

Employees wishing to be paid for accrued compensatory time prior to reaching the maximum limit shall request such payment in writing two (2) weeks prior to a regularly scheduled pay date.

Section 7 – Assignments That May Result in Overtime Pay. The University in its sole discretion shall determine when there are opportunities for employees to work in addition to their regular schedule. When it becomes necessary to assign these opportunities, the University will refer to the Memoranda of Understanding developed by each represented department to determine which employees will be offered the opportunity.

For scheduled opportunities that are not contiguous with the regular work schedule, employees shall receive a minimum of three (3) hours of pay.

Employees who accept opportunities following their regular shift shall be granted a fifteen (15) minute rest period between the shift and the additional work or as soon as operationally possible.

Section 8 – Rotation of Opportunities. When the University determines that there are opportunities for employees to work in addition to their regular schedule, the University will refer to the Memoranda of Understanding developed by each represented department to determine the rotation of these opportunities among employees.

The University and the Union acknowledge that there are employees in the bargaining unit that may not want to be considered for opportunities beyond their regular schedule. To that end, an employee may reject additional assignments provided another qualified bargaining unit member in the work unit is available for the assignment. Qualifications and total number of employees needed shall be determined by the University.

In an effort to minimize inconvenience to employees, the University will attempt to schedule work assignments in advance and within normal work hours. In those cases when it is determined that initiation or completion of a job assignment is necessary outside normal work hours, employees may be held over or called into work early and required to work other than their normal shift subject to the provisions of this Article. The University will make every effort to notify employees of tasks that qualify as "hold over" assignments before the middle of the shift on the day in question.

Bargaining unit employees shall not be unjustly denied the opportunity to work available additional assignments. If the University fails to offer an opportunity to an employee who should have received an opportunity to work, the University shall pay said employee as if the employee had worked the time in question provided that the opportunity in question was in excess of two (2) hours.

Section 9 – Rosters. The University agrees to maintain current rosters which shall be made available to the Union steward upon request. Said rosters will include a list of hours worked in addition to the regular schedule, hours refused, hours unavailable and total hours offered.

Employees on continuous Family and Medical Leave, disability leave and same shift sick leave, will not be contacted and shall be charged with the amount of time as being unavailable. Employees on vacation or comp time will indicate their desire to be called. Employees who indicate that they will be unavailable will not be contacted and shall be charged with the amount of time as being unavailable. An employee who is offered but refuses an additional assignment or is unavailable shall be credited on the roster with the amount of time refused or unavailable.

All rosters established above shall be "zeroed out" on January 1 or July 1 of each year of the contract. The Department Manager shall select the date (January 1 or July 1) with input from bargaining unit employees within that department. Seniority shall govern the assignment of opportunities after the roster is "zeroed out." Thereafter, the assignment shall follow the rotation procedures described in this Article.

Section 10 – Emergency Work Assignment. When the University determines that overtime or call back is required because of emergency conditions as defined in Article 9, employees are required to perform those assignments.

Article 17 – Wages

Section 1 – Position Mergers. Effective September 1, 2012, the Carpenter 1, Electrician 1, Locksmith, Painter 1 and Plumber 1 classifications shall merge with the Carpenter 2, Electrician 2, Locksmith Lead, Painter 2 and Plumber 2 classifications, respectively. The new positions will be paid at the job rate of the higher classification and will be titled Carpenter, Electrician, Locksmith, Painter and Plumber, respectively.

Section 2 – Job Rates. Also effective September 1, 2012, all job rates will be as shown below. Any bargaining unit employee whose current rate of pay exceeds the applicable rate below will continue to receive their current rate of pay without reduction.

Classification	Job Rate
Automotive Services Technician	\$17.68
Automotive Services Technician Lead	\$20.24
Building and Grounds Maint Worker 1/LC	\$17.51
Building and Grounds Maint Worker 2/LC	\$18.92
Building Services Worker 2/LC	\$14.92
Carpenter	\$20.87
Custodial Floor Care Technician	\$12.74
Custodial Floor Care Technician Lead	\$13.86
Custodial Services Worker	\$12.19
Custodial Services Worker Lead	\$13.80
Delivery Worker	\$14.06
Driver	\$15.96
Driver Lead	\$16.68
Electrician	\$22.00
Fire Safety Technician	\$19.32
Grounds Maintenance Equipment Mechanic	\$17.68
Grounds Maintenance Worker 1	\$13.88

Classification	Job Rate
Grounds Maintenance Worker 2	\$15.53
Grounds Maintenance Worker Athletics	\$16.89
Grounds Maintenance Worker Lead	\$17.51
HVAC Instrumentation Tech	\$21.83
HVAC/Boiler Operator Technician	\$18.30
Locksmith	\$19.03
Maintenance Worker	\$16.60
Maintenance Worker Lead	\$19.30
Materials Handler 1	\$14.35
Materials Handler 2	\$16.89
Painter	\$19.89
Parking Attendant	\$13.19
Parking Attendant Lead	\$14.40
Plumber	\$22.93
Press Operator	\$18.51
Printing Technician	\$19.66
Recycling Coordinator	\$15.87
Sign Maker	\$15.14
Stationary Engineer	\$22.33
Vending Route Driver	\$15.75
Water Treatment Facility Operator 1	\$18.91
Water Treatment Facility Operator 2	\$21.74

*Please note: Bargaining unit members with time-limited appointments and those that are part-time benefit eligible (greater than 50% FTE) are subject to the same chart as above.

The University will perform a market analysis of the bargaining unit classifications on an annual basis for the length of this contract.

Finally, effective the first full pay after September 1, 2012, all bargaining unit members in a paid status as of September 1, 2012 shall receive a lump sum payment of \$250.00. For the remainder of the term of this agreement, all bargaining unit employees shall receive increases in their hourly rate of pay in accordance with the annual increases provided for other non-represented University staff, exempt and/or non-exempt. These increases will be effective as of the same date as that of the non-represented University staff. Additionally, all job rates will increase by the same amount and a new chart will be forwarded to the Union.

Section 3 – Wage Structure. Employees shall receive, for the first year of employment, 90% of the job rate for that job. In the second year of employment, employees shall receive 95% of the job rate for that job. In the third year of employment, employees shall receive 100% of the job rate for that job.

Example (for illustrative purposes only):

- November 30, 2006 the Job Rate for Position A is \$10.00 per hour.
- January 1, 2007, Employee X is hired for Position A.
- Employee X would receive 90% of the Job Rate listed as of that date.
[90% of \$10.00 is \$9.00 per hour]
- November 30, 2007 the Job Rate for Position A is \$10.25 per hour.
- Employee X would receive 90% of the Job Rate listed as of that date.
[90% of \$10.25 is \$9.225 per hour]
- January 1, 2008, Employee X has completed one year of employment.
- Employee X would receive 95% of the Job Rate listed as of that date.
[95% of \$10.25 is \$9.738 per hour]
- November 30, 2008 the Job Rate for Position A is \$10.50 per hour.
- Employee X would receive 95% of the Job Rate listed as of that date.
[95% of \$10.50 is \$9.975 per hour]
- January 1, 2009, Employee X has completed two years of employment.
- Employee X would receive 100% of the Job Rate listed as of that date.
[100% of \$10.50 is \$10.50 per hour]

Section 4 – Promotion/Demotion in First Three Years. Additionally, employees who are promoted or demoted within the first three years of employment in the bargaining unit shall be moved to a pay rate that has the same relative position to the job rate of the job to which they move. That is, their job rate will reflect the concept above.

For example, an employee is currently in the second year of employment and is receiving 95% of the job rate for Position B. If the person is promoted to Position C, the employee would receive 95% of the job rate for Position C at the time of the promotion.

Section 5 – Promotion after Three Years of Employment. Bargaining unit employees not covered by Section 3 above who are promoted will receive the job rate of the new job to which they are promoted. If the bargaining unit employee's current pay rate is above the job rate for their current job, they will maintain the "same relative position" to the job rate of the new job to which they are promoted.

For example, a bargaining unit employee is currently being paid \$0.50 per hour more than the job rate of their current job. That bargaining unit employee, when promoted, would then move to a pay rate of the new job rate plus \$0.50.

If the new job rate represents less than a five percent (5%) increase for the bargaining unit employee, that bargaining unit employee's pay shall be no more than the job rate of the new position. The difference between the new job rate and the five percent (5%) increase shall be paid as a one-time lump sum payment. "Lump Sum Payment" shall reflect an annualized one-time payment calculated as

the sum of the old job rate (OJR) plus 5% minus the new job rate (NJR) multiplied by 2080 times the employee's full time equivalency (FTE):

$$((\text{OJR} + 5\%) - \text{NJR}) * (2080 * \text{FTE}) = \text{Lump Sum Payment}$$

Subsequent pay raises for these employees will be as set forth in Section 2 above.

Section 6 – Demotion after Three Years of Employment. Bargaining unit employees who are demoted will receive the job rate of the new job to which they are demoted, and thereafter shall receive the contractual pay increases set forth in Section 2 above.

Bargaining unit employees that accept a voluntary demotion will receive the job rate of the new job to which they are demoted. If the bargaining unit employee's current pay rate is above the job rate for their current job, they will maintain the "same relative position" to the job rate of the new job to which they are voluntarily demoted.

For example, a bargaining unit employee is currently being paid \$0.50 per hour more than the job rate of their current job. That bargaining unit employee, when voluntarily demoted, would then move to a pay rate of the new job rate plus \$0.50. Subsequent pay raises for these employees will be as set forth in Section 2 above.

Section 7 – Shift Differential. The shift differential of fifty cents (\$0.50) per hour will be paid to employees who are scheduled to work the second or third shift and to employees who are regularly scheduled to work weekend duty for all those hours worked on second or third shift or weekend duty.

Individual department/work group managers, with assistance from the Department of Human Resources, will determine specific times that shift differential is applicable for that particular department/work group. Changes to the times that shift differential is applicable for a particular department/work group shall not be allowed more than once every twelve (12) months.

Any bargaining unit employee with a regularly scheduled shift time that begins prior to 6:00 a.m. shall be paid shift differential for all hours worked during that schedule.

Article 18 – Position Changes

Section 1 – Position Vacancies. When the University determines within its sole discretion that there is a job which the University wishes to fill, that job will be posted in accordance with the provisions of this Agreement and University rules not inconsistent with this Agreement. Career development of its employees is important to the University.

Section 2 – Lateral Transfers. When any position vacancy creates an opportunity in a work unit within any classification for changes to shifts, work schedules or work locations, the opportunity shall be given to the most senior employee(s) within the classification who desire the change. An employee who desires a change will fill out a declaration form listing all possible desired changes and the form may not be revoked once an opportunity is offered. There will be no probationary period for an employee who accepts a lateral transfer opportunity within their work unit. An employee with any level of discipline of a suspension or above will not be considered for lateral transfer opportunities.

Section 3 – Job Posting. After all opportunities for lateral transfers have been exhausted, bargaining unit positions shall be posted as follows:

Step 1 – The position will be posted as an opportunity for all bargaining unit employees. If no bargaining unit employees apply, or none that apply meet the minimum qualifications, the position will be posted according to Step 2. Should one or more bargaining unit employees who meet the minimum qualifications apply for the vacant position, the position shall be awarded to the most qualified bargaining unit member. Further, when two or more bargaining unit employees are equally most qualified, the position will be awarded to the most senior bargaining unit employee.

Step 2 – If no bargaining unit employees apply, or none that apply meet the minimum qualifications, the position shall be posted and filled via the University’s customary hiring process.

When filling vacant bargaining unit positions, the University will give first consideration to current qualified bargaining unit members who notify the University of their interest in filling the vacant bargaining unit position.

Section 4 – Job Audits. Each employee may request, and shall be granted, a job audit once each contract year, or when the duties and responsibilities of the position have changed significantly. A request for a job audit must be submitted, in writing, to the Department of Human Resources. Once the job audit has been completed, the bargaining unit employee will be notified in writing of the audit result.

When the job audit results in a position being assigned to a higher classification, the bargaining unit employee shall receive the job rate of the new classification. If the bargaining unit employee’s current pay rate is above the job rate for their current job, they will maintain the “same relative position” to the job rate of the new job.

For example, a bargaining unit employee is currently being paid \$0.50 per hour more than the job rate of their current job. That bargaining unit employee would then move to a pay rate of the new job rate plus \$0.50.

If the new job rate represents less than a five percent (5%) increase for the bargaining unit employee, that bargaining unit employee’s pay shall be no more than the job rate of the new position. The difference between the new job rate and the five percent (5%) increase shall be paid as a one-time lump sum payment. “Lump Sum Payment” shall reflect an annualized one-time payment calculated as the sum of the old job rate (OJR) plus five percent (5%) minus the new job rate multiplied by 2080 times the bargaining unit employee’s full time equivalency (FTE):

$$((\text{OJR} + 5\%) - \text{NJR}) * (2080 * \text{FTE}) = \text{Lump Sum Payment}$$

When the job audit results in a position being assigned to a lower classification and/or job rate, the bargaining unit employee shall receive the job rate of the lower classification. If the bargaining unit employee’s current pay rate is above the job rate for their current job, they will maintain the “same relative position” to the job rate of the new job.

For example, a bargaining unit employee is currently being paid \$0.50 per hour more than the job rate of their current job. That bargaining unit employee would then move to a pay rate of the new job rate plus \$0.50.

If a job audit results in a position being assigned to a lower classification and/or job rate, the bargaining unit employee shall have the right to file a grievance pursuant to the procedures contained in this Agreement.

Section 5 – New and Changed Jobs. The University shall have the right to determine job content and from time to time change job content. When a new job is created or an existing job is substantially changed, the University shall notify the Union of the job created or changed and also of the assigned rate of pay.

The Union shall have the right to meet and negotiate with the University regarding the rate of pay if the rate of pay is changed or if the job is substantially changed. The Union shall not have the right to strike over such midterm changes, nor shall the University lock out affected employees. However, the University and the Union agree that if the parties cannot reach an agreement during their negotiations over this issue, it shall be submitted to binding interest arbitration pursuant to the provisions of Article 7 of this Agreement.

No employee in a job which is substantially changed shall have the employee's regular hourly rate reduced as a result of the change except as provided for in Section 4. When a job description is changed, a copy of the new description will be given to the employee and the Chief Steward.

Article 19 – Pay Basics

Section 1 – University Pay. The University shall distribute paychecks by direct deposit to employees biweekly. Employee contributions to the Public Employees Retirement System will be deducted on a pre-tax basis.

Section 2 – Pay at Termination. An employee whose employment is terminated from the University will receive compensation due, compensatory time pay and vacation pay owed the employee at the employee's next scheduled pay date after termination.

Article 20 – Special Pay Considerations

Section 1 – Call In/Call Back Pay. When the University calls an employee in to work on a day the employee is not otherwise scheduled or requires an employee to report back to work from the employee's home after conclusion of employee's normal work schedule and the call in/call back period is not contiguous with the employee's normally scheduled shift, the employee shall receive a minimum of four (4) hours of pay at the appropriate hourly rate consistent with the terms of the contract, plus any applicable shift differential.

Section 2 – Pay When University is Officially Closed. Employees who are required to work when the University is declared officially closed for emergency reasons will receive closure pay for all hours worked in addition to their base hourly rate of pay for each hour worked. Closure pay due to University closure will be considered hours worked for the purposes of overtime computation. Additionally, bargaining unit employees shall receive shift differential in accordance with Article 17 Section 7, if applicable.

The University will make every effort to make timely notification to employees when the University is declared officially closed or delayed from opening for emergency reasons.

Section 3 – Working Out of Classification. Bargaining unit employees are considered to be working 'out-of-class' when they are assigned by the University to perform the duties of a job specification that pays a higher job rate than the employee's current job. A bargaining unit employee that is deemed by

the University to be working 'out-of-class' in a bargaining unit position shall be paid the job rate of the higher classification assigned.

If the University, in its sole discretion, assigns a bargaining unit employee to work in a supervisory position, the University shall assign that work to the employee in that supervisor's area that has a "Lead" classification. That employee will be paid an additional five percent (5.0%) for those hours performing work in the supervisory position.

If there is no "Lead" classification available in that supervisor's area (due to the supervisor's area not having a "Lead" classification, or the "Lead" being off work or not desiring to take on the additional responsibilities) or if there are multiple "Lead" classifications in an area, the most qualified employee in the work unit will be assigned the work.

If an employee in a non-"Lead" classification is assigned the work, that employee will be paid the "Lead" rate of their classification. If there is no "Lead" in the classification, the employee will be paid an additional five percent (5.0%) for those hours performing work in the supervisory position.

A bargaining unit employee is not considered to be working 'out-of-class' if he/she meets any one of the criteria below:

- The 'out-of-class' duties were not assigned by the University and the employee voluntarily requested the work or assumed the duties.
- The employee is performing the prescribed duties while on a training assignment, in an apprenticeship or other training classification, or is performing duties different from regular duties due to an injury, an illness, or participation in transitional duty.

If an employee is temporarily assigned to a lower job classification, the employee shall continue to receive the employee's regular rate of pay during such assignment, except that this provision does not cover an employee who is demoted by the University.

Article 21 – Leave for Medical Reasons

Section 1 – Sick Leave. It is the expectation of both the University and the Union that utilization of sick leave benefits shall only occur when an employee is sick to the extent that he or she is unable to perform their regular job duties. Sick leave shall not be used in place of other paid leaves. Sick leave's sole purpose is to provide income insurance to employee's for lost time due to illness or injury. The parties are jointly committed to minimizing interruption of service caused by the absence of employees.

Employees will earn sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status. Employees must sign a sick leave request form stating a satisfactory reason for the request. The employer's approval is discretionary. Sick leave may be granted only with the written approval of the employee's supervisor only for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family
- B. Death of a member of the employee's immediate family, not to exceed five (5) work days
- C. Medical, dental or optical examinations of the employee or the employee's immediate family if such examinations cannot be conducted during the employee's off-duty hours.

The employee will furnish the employee's supervisor with proof of the need for the examination during working hours

- D. If an employee is afflicted with or exposed to a contagious disease, and the presence of that employee would jeopardize other employees as stated in writing by a physician, that employee shall take sick leave

"Immediate family" for the purposes of this section means spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, child, grandchild, grandparents, registered domestic partner, legal guardian or person who can prove that they legally stand in place of a parent.

Section 2 – Additional Documentation. When an employee seeks sick leave for the illness or injury of either the employee or a member of the employee's immediate family, the attending physician's attestation that the employee was unable to work or that the attendance of the employee was necessary to care for the family member shall be required for absences from work of the employee in excess of five (5) consecutive work days. Consistent with the requirements of the Federal Family and Medical Leave Act (FMLA), paperwork will be sent to employees for an absence of three (3) days or more and documentation will be required if FMLA leave is applicable.

An employee who is hospitalized or who has provided a medical statement indicating the expected date of return to work shall not be required to call in daily.

Section 3 – Working While on Leave. Bargaining unit employees are prohibited from engaging in activities that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family during use of their sick benefit or disability leave, including leave for the serious health condition of the bargaining unit employee or a member of the bargaining unit employee's immediate family under the Family and Medical Leave Act (FMLA), without advanced approval of the University. Such approval shall not be unreasonably denied.

Section 4 – Examinations. If the University questions the reason(s) offered by the employee for his/her sick leave, the University may require the employee to be examined by a physician or other licensed health care provider identified by the University as set forth in Article 10 Section 5. Failure to submit to the examination shall constitute grounds for disciplinary action.

Section 5 – Falsification. Falsification of a physician's or other licensed health care provider's statement, or misrepresentation of the reason(s) for an employee's absence may be grounds for disciplinary action, up to and including termination.

Section 6 – Payout. Upon retirement or death of an employee after ten (10) years of service, when the employee is defined as being eligible for retirement in one of the state retirement systems, the employee or employee's beneficiary shall be entitled to receive payment of twenty-five percent (25%) of accumulated but unused sick leave not to exceed three hundred fifty (350) hours paid at the employee's then existing hourly rate providing that the employee has accrued one hundred (100) hours of sick leave.

Section 7 – Patterned Sick Leave Usage. If an employee has sufficient sick leave accruals (defined as forty (40) hours of sick leave accrual), and there is no evidence of patterned sick leave usage (as defined below), the University shall grant sick leave upon the written request of the employee. In cases of extended illness, that is illness which lasts more than five (5) consecutive work days, or suspected sick leave abuse, as determined by the University, the University may require evidence as to the adequacy of the reason(s) for an employee's absence during the time for which sick leave is

requested. Consistent with the requirements of the Federal Family and Medical Leave Act (FMLA), paperwork will be sent to employees for an absence of three (3) days or more and documentation will be required if FMLA leave is applicable.

Patterned Sick Leave Usage is defined by any or all of the following:

- A. Consistent use of sick leave as soon as it has accrued;
- B. Consistent use of sick leave on the same day of the week;
- C. Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays;
- D. Consistent use of sick leave following overtime assignment;
- E. Consistent use of sick leave adjacent to other paid leave.

Bargaining unit employees who exhibit patterned sick leave usage are subject to progressive disciplinary action.

Section 8 – Excessive Use of Sick Leave. The University shall maintain records of sick leave used for each calendar year for all bargaining unit employees. With each utilization of sick leave a determination shall be made whether the absence is certified or uncertified. For the purpose of determining certified leaves, FMLA, Workers’ Compensation, physician verified hospitalization and recovery and physician verified sick leave use for family or personal use of sick leave shall be considered certified.

For purposes of this Article, “physician verified sick leave” shall mean that the employee’s physician provides documentation on his or her letterhead or prescription pad that indicates the employee’s time in the office as well as the employee’s inability to perform their job for a defined amount of time.

Any employee that uses sick leave in excess of the table below of uncertified sick leave in a calendar year will receive:

- A. A letter indicating that they have used in excess of their amount of uncertified sick leave for the calendar year, and
- B. Counseling from their supervisor or designee, with a Union steward present, on improving attendance and on the ramifications of using excessive sick leave.

<u>Sick Leave Balance (in accordance with Section 8)</u>	<u>Uncertified Sick Leave Available</u>
1000 Hours or More	124 Hours
750-999 Hours	112 Hours
500-749 Hours	100 Hours
250-499 Hours	92 Hours
100-249 Hours	74 Hours
40-99 Hours	64 Hours
Less than 40 Hours	48 Hours

Identified excessive users of sick leave shall be required to certify all further uses of sick leave for the calendar year. Failure to certify further sick leave usage may result in progressive disciplinary action.

“Sick Leave Balance” shall be considered the balance showing in the system as of the first pay of the calendar year. Should this balance be determined to be in error, the University reserves the right to correct the balance and notify the Union and the employee immediately upon discovery.

Section 9 – Disability Leave. Disability leave may be granted for periods of up to six (6) months and may be extended by no more than six (6) month increments up to a maximum period of two (2) years. Should an employee be deemed by OPERS to be able to return to work, the University will return the employee as required by OPERS rules.

Disability leave is granted by the University contingent only upon the written statement of the employee's physician and/or the University's physician that the employee is disabled and prevented from performing the normal duties of the position.

An employee's accumulated sick leave shall be used to provide pay until the balance is exhausted. Vacation and/or compensatory time may be used to increase the amount of time an employee is paid during a disability leave so long as that desire is declared at the beginning of the leave.

The University will continue to pay the University share of the medical, dental, vision, short and long term disability and life insurance premiums for not more than two (2) years from the beginning of the leave, provided the employee on disability leave continues to pay the employee portion. An employee will be sent one notice of payment due and one notice of payment delinquency before benefits are terminated. Both notices will be sent via certified mail with return receipt and it is the employee's responsibility to pick up any mail sent by the University. The benefits can be resumed without a waiting period once the employee pays the amount due or returns to work.

Section 10 – Maternity Leave. Maternity leave of absence is a disability leave.

Section 11 – FMLA Set-Off. If any of the leaves taken under this article are for purposes which can be taken under the FMLA, the employee's time off shall run concurrently with available FMLA leave for the applicable period of time. Example: An employee using ten (10) weeks of sick leave for personal illness in a calendar year would only have two (2) weeks of FMLA time available during the same calendar year. Bargaining unit employees, who are placed on FMLA, as determined by the University, shall be notified within the time limits specified by Federal law.

Article 21 – Vacation

Section 1 – Vacation. Employees appointed to work on an annualized forty hours per week (100% FTE) basis earn vacation as follows:

<u>Length of Seniority</u>	<u>Annual Vacation</u>	<u>Accrual Rate Per Pay Period</u>	<u>Maximum Hours Accrued</u>
Under 120 days	None	3.1 hours	None
120 days – 7 years	80 hrs (10 days)	3.1 hours	240 hours
8-14 years	120 hrs (15 days)	4.6 hours	360 hours
15-24 years	160 hrs (20 days)	6.2 hours	480 hours
25 or more years	200 hrs (25 days)	7.7 hours	600 hours

Vacation leave must be requested by the employee in advance in writing and approved in advance in writing by the employee's supervisor on the Sick Leave/Vacation Request Form.

Employees shall be entitled to begin using their accrued vacation after successful completion of their probationary period. However, terminating employees with less than one year of continuous service in a bargaining unit position are ineligible to be paid for any accrued vacation leave.

Section 2 – Part-Time Employees. Employees appointed to work at least 1,045 hours in a twelve (12) month period (more than 50% FTE) earn vacation on a prorated basis of the above schedule.

Section 3 – Holidays. Days designated as holidays by the University will not be charged to vacation leave.

Section 4 – Payout. Upon termination of employment, employees will be paid for all earned but unused vacation, providing the employee has completed a minimum of one (1) year of seniority. However, the lump sum vacation payment cannot exceed the maximum accrual allowed.

Section 5 – Vacation Selection. Employees may select their vacation dates on a first-come, first-served basis, except that seniority shall prevail in vacation selection when there is a conflict in vacation dates selected and the more senior employee has given at least thirty (30) days advance notice of the vacation date selected.

Article 23 – Holidays

Section 1 – Holidays. The following days shall be observed as paid holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

A holiday falling on Saturday shall be observed on the preceding Friday; a holiday falling on Sunday shall be observed on the following Monday.

The following holidays will be granted, but the University shall schedule observance of these holidays on the dates which it determines serve the best interests of the University:

Columbus Day	Martin Luther King Day
Presidents Day	

Section 2 – Holiday Pay. Full-time employees who are working five (5) eight (8) hour shifts shall receive eight (8) hours of holiday pay; and full-time employees working four (4) ten (10) hour shifts shall receive ten (10) hours of holiday pay. Part-time employees shall receive holiday pay equal to the number of hours they would normally have been scheduled to work.

Section 3 – Holiday Premium Pay. Employees working on the declared holiday will receive holiday premium pay for all hours worked in addition to both the employee's normal holiday pay and their base hourly rate of pay for each hour worked. Shift differential shall only apply to the base hourly rate of pay for each hour worked.

When New Year's Day, Independence Day or Christmas Day falls on a Saturday or Sunday, holiday premium pay may be paid for the actual holiday (January 1, July 4 or December 25) instead of the observed holiday as listed in Section 1 above. Under no circumstances can any employee receive holiday premium pay for both the observed and actual holiday.

Section 4 – Eligibility. To be eligible for holiday pay under this Article, the employee must work his or her regularly scheduled shifts immediately before and immediately after the holiday, or be on approved paid leave. Payment shall not be made for a holiday which occurs during an unpaid leave of absence. A leave of absence should neither start nor end on a holiday.

Section 5 – Overtime Pay Calculations. When calculating overtime for a calendar week which includes a holiday, the hours of holiday pay will be counted as work time and will be used in the calculation of overtime. Additionally, any hours actually worked on the observed holiday will be included in the calculation of work for overtime. However, holiday premium pay will not be included in the calculation of work for overtime purposes.

Article 24 – Other Leaves

Section 1 – Military Leave. Bargaining unit employees shall receive military leave benefits consistent with what is applicable by Wright Way Policy.

Section 2 – Personal Leave. Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a maximum duration of six (6) months which may not be extended. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated. Salary and benefits are not continued during a personal leave.

Section 3 – Jury Duty. If an employee is required to perform jury duty, the employee shall receive the employee's full wages for that period of required jury service. In order to receive this full University pay, the employee must promptly submit proof of jury service and time served and must promptly return to work during any periods not required to serve on the jury or after service is finished.

Section 4 – Educational Leave. Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a duration of up to six (6) months for purposes of education and may be extended by six (6) month increments up to a maximum period of two (2) years. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated.

Section 5 – Unpaid Leave. Employees whose paid leave balances have been depleted may be granted unpaid leave for emergency situations. When an employee has advance knowledge of the need for unpaid leave, the request for leave must be in writing.

All requests for unpaid leave must be made in advance through the employee's supervisor to the appointing authority or designee. Such approval shall not be unreasonably denied. Unauthorized, unpaid leave will be subject to progressive corrective/disciplinary action.

Section 6 – Winter Leave. The University may provide up to four (4) days of Winter Leave (prorated based on an employee’s FTE and regular work schedule) in years when the University plans to severely curtail operations between the Christmas Day holiday and the New Year’s Day holiday.

Employees who do not work on these designated days will use the provided bank of Winter Leave and/or vacation time to be paid for any of these days. Employees who are in an unpaid leave status on the regular work day before the period of planned closure will not receive Winter Leave.

Employees who are assigned to work any or all of these days will be given equal time off between the first of the year and June 30th. This time must be taken in full day increments (based on FTE and regular work schedule) and is subject to the same approval process as vacation time.

Article 25 – Employee Benefits

Section 1 – Insurance. The University reserves the right to modify the benefit levels and out of pocket expenses under the plans (co-pays, coinsurances, deductibles, etc.) and employee premium contributions on the same terms as unrepresented non-academic staff employees covered by the plans. The University also reserves the right to change insurance carriers at any time, to provide benefits similar to the plans.

Prior to making any change in the plans that would affect coverage or costs significantly, the University will give the Union at least thirty (30) days’ advance written notice by certified mail. The Union has the right to negotiate over the effects of the proposed plan changes during this 30-day period. The Union also has the right to propose an alternate plan. Bargaining unit members who select any agreed upon alternate plan will pay the difference in monthly premiums between the alternate plan and the University’s plans, and shall pay any out of pocket expenses in accordance with the alternate plan.

Section 2 – Tuition Remission. Bargaining unit employees shall receive the same tuition remission benefits as those received by other classified University employees during the term of this Agreement.

Section 3 – Short and Long Term Disability Insurance. During the term of this Agreement, the University will continue to provide bargaining unit employees the same program of voluntary short term disability insurance and long term disability insurance, under the same terms, conditions, limitations and restrictions currently in effect as other University classified employees.

Section 4 – Fitness Programs and Facilities. Individual bargaining unit employees can join the Fitness Center and shall pay for access at the same rates as all other University employees. The University will continue to provide fitness classes currently available to bargaining unit employees for a fee as determined by the University. Such fees shall not exceed the fees charged to other University employees. The University will continue to provide access to athletic facilities currently available to bargaining unit employees at no additional charge.

Article 26 – Training and Career Development

Section 1 – Job Required Certificates and Licenses. The University will continue to pay for any approved training, testing or fees required to obtain or maintain a certificate or license that is required by state or federal law or University policy to perform the employee’s assigned duties.

Section 2 – Additional Job Related Training. During the first six months of this contract, the University will develop a procedure by which employees may request additional job related training that may be desired but not required as stated above. Requests will be considered by the Department of Human Resources with input from the employing department. The University in its sole discretion will determine the appropriateness of courses and training agencies.

Approved training will be paid for by the University. The University will only be responsible for the cost of the training courses and will not be responsible for any associated fees (i.e. parking, books, late fees, student activity fees, etc.).

The employee must provide documentation of satisfactory completion of the coursework within seven (7) days of receipt of such documentation. Should the employee fail to pass or fail to complete the training, the employee will reimburse the University the funds paid on their behalf.

Section 3 – Apprenticeship Program. During the term of this agreement, the University and the Union agree to discuss a documented training/progression schedule for job classifications covered by this agreement.

Article 27 – University Provided Clothing

Section 1 – Uniforms. The University will provide five (5) updated uniforms to bargaining unit employees, as outlined in the University's policy, except that one (1) additional pair of pants and one (1) shirt will be provided to employees who are required to wear uniforms five (5) days per week. Uniforms will be replaced on an as-needed basis. Employees needing a uniform replacement shall submit the uniform(s) needing replacement to their supervisor. If the uniform is worn or damaged, the supervisor will order the replacement uniform(s).

Those employees who have been requested by their supervisor to be exempt because of the work performed shall not be required to wear uniforms providing that such exemption has been approved in writing by the University.

Those employees who are provided with a University uniform are responsible for keeping them clean and laundered, as well as making minor repairs. Employees who have been provided with a uniform are required to wear the uniform while on scheduled duty.

Employees may be required to wear identification badges provided by the University while on duty. If so required to wear an identification badge, the University shall provide the device used to display the badge on the uniform.

Hats provided by the University as part of the uniform will be selected based on the University's operational needs with input from the Union.

Section 2 – Casual Friday. Bargaining unit employees, if they so choose, may wear non-uniform pants and hats on Fridays. Pants should be clean and professional looking (e.g. no holes, tears or stains; no shorts without supervisor approval). Hats must be appropriate and no other University logos shall be allowed. All personal protective equipment (including safety shoes) should still be worn as required.

Article 28 - Duration

Section 1 – Effective Dates. This Agreement shall be effective from September 1, 2012 until and including August 31, 2015.

Section 2 – Negotiation for New Agreement. Not less than one hundred twenty (120) days prior to the termination of the Agreement, either party desiring to terminate, modify, or negotiate a successor collective bargaining agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. 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. Thereafter, the parties shall follow the provisions of Chapter 4117.14 of the Ohio Revised Code. Voting on acceptance or rejection of the fact-finder's award shall be in accordance with the provisions of O.R.C. § 4117.14(C) (6).

Section 3 – Impasse. 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 the Union shall give ten (10) days prior written notice of any intent to strike to the University and the State Employment Relations Board.

Memorandum of Understanding – Overtime Rotation Procedures

The University in its sole discretion shall determine when there are opportunities for employees to work in addition to their regular schedule. When it becomes necessary to assign these opportunities, the University will refer to the Memoranda of Understanding (MoU) developed by each represented department to determine which employees will be offered the opportunity.

Required Concepts/Provisions in Each Work Unit's MoU

The MoU's for each department/work unit shall contain the following concepts/provisions:

The opportunities shall be offered in the following group order:

- Employees currently on the job;
- Employees in the same work unit/shift who are qualified to perform the work;
 - Only if the first level of employees refuse, are unavailable or are already scheduled to work.
- Employees within the other work units within the same department who are qualified to perform the work.
 - Only if the second level of employees refuse, are unavailable or are already scheduled to work.
 - There can be several work units that are eligible in a particular order, please see Departmental flowcharts for specifics.
- Employees in the same work unit/shift with lowest seniority or lowest aggregate hours.
 - Only if the all other levels of employees refuse, are unavailable or are already scheduled to work.

- A work unit's required assignments can be based on seniority or lowest aggregate hours. Please see individual Memorandum of Understanding for the particular work unit.
- Employees on scheduled days off shall be excluded from required assignments for that time period.

The selection of which individual in the above groups gets the offer shall be in the following individual order:

- The University will maintain rosters that include a list of hours worked for the particular opportunity, hours refused, hours unavailable and total hours.
- Employees in the group, who have the fewest total aggregate hours on the roster, among those qualified to perform the work being assigned, shall be offered first.
 - If two or more employees share the lowest "Total Hours," then the opportunity shall be offered to the employee with the most seniority.
- An employee who is offered but refuses an additional assignment or is unavailable shall be credited on the roster with the amount of time refused or unavailable.
 - Employees on continuous Family and Medical Leave, disability leave and same shift sick leave, will not be contacted and shall be charged with the amount of time as being unavailable.
 - Employees on vacation or comp time will indicate their desire to be called. Employees who indicate that they will be unavailable will not be contacted and shall be charged with the amount of time as being unavailable.
- These rosters will be "zeroed out" on January 1 or July 1 of each year. Seniority shall govern the assignment of opportunities after the roster is "zeroed out." If two or more employees share the same seniority date, then the opportunity will be determined by the alphabetical order of the first letter of the last name (A, Aa, Ab, etc.).
- When an employee is hired or transferred to another position within the bargaining unit (for any reason), existing hours listed on the roster are not transferred to the new work unit. On the date of hire or transfer, the highest "Total Hours" in the new work unit will be given to the employee and listed under "Hours Unavailable."

The provisions for minimum hours for opportunities are as follows:

- For scheduled opportunities that are not contiguous with an employee's regular work schedule, employees shall receive a minimum of three (3) hours of pay.
- When employees are called back to work on a day they are not otherwise scheduled or required to report back to work from their home after conclusion of their normal work schedule, employees shall receive a minimum of four (4) hours of pay.
 - "Call in/call back" pay does not apply if the period is contiguous with the employee's normally scheduled shift

Opportunities (Not Covered in Contract) Outside Regular Work Units/Classifications

Recycling Coordinator

- The opportunity to work as a Recycling Coordinator will be available to all Custodial Services Workers, Custodial Floor Care Technicians and Custodial Services Worker, Leads (including Custodial Floor Care Technician, Lead) on 1st and 2nd shifts.
- "Sign-up" to be considered for this opportunity will be done on an annual basis.

- Sign-up sheets will be posted in the Oelman Hall and Russ Engineering Break Rooms annually on December 1st and will remain posted for 15 calendar days.
- The Recycling Coordinator job specification shall also be posted.
- Five employees will be selected for this opportunity and will perform the work as needed throughout the following calendar year (January 1st through December 31st).
 - Determination of the five eligible employees to work as Recycling Coordinator shall be awarded based on qualifications. If there are more than five equally qualified employees who sign up for this opportunity, the positions will be awarded based on seniority.
- Hours for this opportunity will be offered only to those with the symbol ® beside their name on the Custodial Services Roster with the lowest aggregated "Total Hours." If two or more employees share the lowest "Total Hours," then the opportunity will be determined by seniority.
- The five employees deemed eligible to work as Recycling Coordinator must undergo five calendar days (eight hours each) of training prior to performing the assignment independently.

Custodial Floor Care Technician

(Applicable only after normal rotation procedure for Custodial Floor Care Technician has been exhausted.)

- The opportunity to work as a Custodial Floor Care Technician is offered to all Custodial Services Workers, Custodial Services Worker, Leads (including Custodial Floor Care Technician, Lead) and Recycling Coordinator on 1st and 2nd shifts.
- "Sign-up" to be considered for this opportunity will be done on an annual basis.
 - Sign-up sheets will be posted in the Oelman Hall and Russ Engineering Break Rooms annually on December 1st and will remain posted for 15 calendar days.
 - The Custodial Floor Care Technician job specification shall also be posted.
- Employees will be selected for this opportunity and will perform the work as needed throughout the following calendar year (January 1st through December 31st).
 - Determination of the five eligible employees to work as Recycling Coordinator shall be awarded based on qualifications. If there are more than five equally qualified employees who sign up for this opportunity, the positions will be awarded based on seniority.
- Hours for this opportunity will be offered only to those with the symbol (FC) beside their name on the Custodial Services Roster with the lowest aggregated "Total Hours." If two or more employees share the lowest "Total Hours," then the opportunity will be determined by seniority.
- Employees deemed eligible to work as a Custodial Floor Care Technician must undergo 40 hours of training, in minimum 4-hour increments, prior to performing the assignment independently.

Facilities Operations Special Events

"Special Events" is defined as any University sponsored event, which includes, but is not limited to: Nutter Center events, Fall Fest, May Daze, Arts Gala, Homecoming, Welcome Week, etc.

- The opportunity to work Special Events outside an employee's regular schedule will be offered all Plant Operations & Maintenance Employees on all shifts
- "Sign-up" to be considered for this opportunity will be done on an annual basis.
 - Sign-up sheets will be posted annually in all Plant/Operations Maintenance Zones on the first Monday in December and will remain posted for 10 calendar days.
- Special Events rosters will be 'zeroed out' annually on January 1st along with the POM Roster. Data from the December SE sign-up sheet will be added to the January 1st POM Roster.
- Hours for this opportunity will be offered only to those with an asterisk (*) beside their name on the POM Roster with the lowest aggregated "Total Hours" and the opportunities will only rotate among these employees. If two or more employees share the lowest "Total Hours," then the opportunity will be determined by seniority.
- Special Events assignments will be offered first to qualified employees in their trade and/or who normally perform the work that is being assigned. "Qualified" means that in the assessment of the Department, in consultation with the Department of Human Resources (where applicable), the employee has the ability, experience, dependability and physical fitness to perform the job.
- Training for Special Events will be offered during normal work scheduled and not during additional assignments.

Snow Removal

- Bargaining unit employees outside of the Grounds Maintenance Department may "volunteer" to work additional hours during snow removal.
- These employees will not be listed on the Grounds Roster and all hours worked will be listed on their individual unit's roster.

Special Considerations for Facilities Operations

Scheduled Opportunities

Opportunities that begin 24 hours after the date of discovery of the opportunity shall be assigned no sooner than 7 days of the date of the event and will be based on the most current POM Roster. Additionally, opportunities worked prior to the scheduled event shall be subject to that day's current Roster, which will be posted on the Physical Plant "K" drive. The opportunity will be offered to the employee with the lowest aggregated 'Total Hours.' If two or more employees share the lowest 'Total Hours' then the opportunity will be assigned by seniority.

Special Considerations for Grounds Maintenance

Required Assignments

Due to the nature of Grounds work, it is recognized that certain activities (weather-related activities, mowing, irrigation, pesticide applications, snow removal, etc.) must be completed within strict time parameters. As such, it is agreed that required work outside the regular schedule will be necessary from time-to-time.

Employees will not be charged hours "refused" for required time. Employees who are required to work will be charged on the roster with the number of hours actually "worked," number of hours "unavailable," or in rare occasions when pre-approved in advance, "refused," whichever is appropriate. Note that at certain times, snow removal may be required for ALL departmental employees.

Continuation of Assignment

When "continuation" occurs during a time when everyone is performing the same "job" (for example, snow removal) and less people are needed than those currently working on the job, normal rotation according to the roster will apply.

This applies regardless of who is using certain pieces of equipment at the end of the normal shift (as long as the "replacement" person is qualified to run that equipment or perform the needed task). This type of assignment is not based on who is using a certain piece of equipment or performing an individual task, but rather on the "overall" job that is being performed at the time and the person being qualified to perform that job. If a job is being done on a continuation basis and MUST be completed, it may become a required assignment.

If those working on the job do not wish to continue and no other qualified worker in the Grounds Maintenance Department wishes to work the assignment, the assignment will become required for those in the continuation situation.

Classifications Used

If there is athletic work to be done, Grounds Maintenance Worker, Athletics will be asked first. Regardless of the fact that each Grounds Maintenance Worker, Athletics takes care of specific fields/areas, all athletic work (except special projects) on any field will be rotated among ALL Grounds Maintenance Worker, Athletics according to roster order, not field or area.

If there is general mowing to be done, the overall roster will be used and the employee with the lowest aggregate hours will be offered the opportunity because all employees in the department are "qualified" and normally perform mowing duties (The Grounds Maintenance Equipment Mechanic does not normally perform mowing duties).

Special Events jobs such as set up and tear down for events like May Daze and Fall Fest, trash cleanup for the Nutter Center, certain emergency situations that are out of the "normal" realm of operations (e.g. flooding, natural disasters) and ALL snow removal will be assigned in same way. The Grounds Maintenance Equipment Mechanic is included on the roster for such purposes, but will be asked only after going through the general roster.

Training/Licensure/Certification Requirements

In the event that the opportunity requires that an employee be trained on a particular piece of equipment or have completed specific training classes, only those who have completed the necessary training will be offered the opportunity. Since training is offered to all employees, should an employee refuse training on a specific piece of equipment or for a special task, the employee, in essence, has refused the time associated with that training. Therefore the employee will be charged "refused hours" on the roster for each occasion of that particular assignment.

If the job classification requires a license/certification, training (including annual training refreshers, new equipment training, etc.), which has not been completed, the employee will be charged "refused" for those related opportunities, provided the employee had equal opportunity to complete the training or licensing required.

Scheduled Assignments

Scheduled time will be assigned based on the most current Grounds Roster that is posted on the Physical Plant "K" drive the day before the scheduled work will begin.

Once an employee agrees to work additional time, he or she will be expected to work for the time agreed. Failure to do so is disruptive to both the department and fellow co-workers.

If there are two assignments of differing lengths being scheduled at the same time, the longer assignment will be offered/filled first, then the shorter assignment. Employees will only be charged with those hours that are appropriate to his or her assignment. Once an assignment is "refused," any other assignments being scheduled for that day will be considered "refused."

Each employee is provided with a two-way radio and required to carry and answer. It is important to listen to the two-way radio at all times for both safety reasons and for communication. In consideration of fellow employees and the need to fill additional assignments, if attempts are made to contact an employee several times via the two-way radio and there is no response, he or she may be considered unavailable for the assignment. Listening devices can be provided so an employee can hear the radio at all times. Additionally, employees are encouraged to ask the manager and/or supervisor about possible opportunities during break and lunch times.

Signatures

This agreement is approved and signed by:

WRIGHT STATE UNIVERSITY



Emily Hamman, Employee and Labor Relations Manager

5-13-13
Date



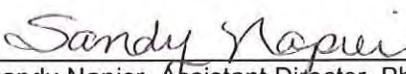
Latricia Milhouse, Employee and Labor Relations Specialist

5/10/13
Date



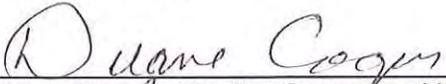
Bill Knotts, Associate Director, Physical Plant

5/13/13
Date



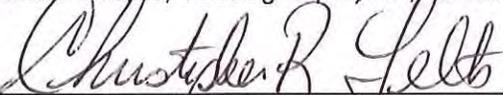
Sandy Napier, Assistant Director, Physical Plant

5-13-13
Date



Duane Cooper, Vending Supervisor, Vending

5-13-13
Date



Chris Felts, Materials Manager, Materials Management

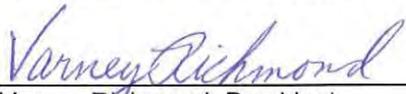
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Date



Wray VanVoorhis, Assistant Director, Residence Services

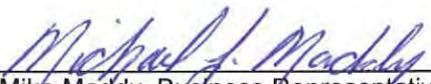
5/16/13
Date

TEAMSTERS LOCAL NO. 957



Varney Richmond, President

5/10/13
Date



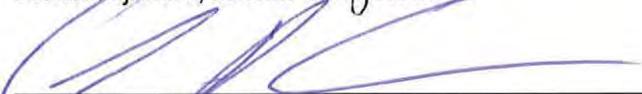
Mike Maddy, Business Representative

5/10/13
Date



Leisa Alejandro, Interim Chief Steward

5-17-13
Date



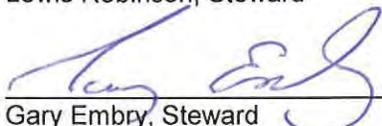
Chris Carsner, Steward

5-20-13
Date



Lewis Robinson, Steward

4-17-13
Date



Gary Embry, Steward

6/18/13
Date