



13-MED-09-1011  
K30842  
2134-02  
04/28/2014

# Contract

between

Shawnee State University &  
Communications Workers of America, AFL-CIO

Effective November 7, 2013  
Through November 6, 2016

COLLECTIVE BARGAINING AGREEMENT



**TABLE OF CONTENTS**

**GLOSSARY OF TERMS .....5**

*Active Pay Status* .....5

*Calendar Day* .....5

*Calendar Year* .....5

*Temporary or Intermittent Employee*.....5

*Census Date*.....5

*Contract Year* .....5

*Employee* .....5

*Employment Year* .....5

*Fiscal Year* .....5

*Full-time Employee* .....5

*Job Classification*.....5

*Leave of Absence*.....5

*Local Union Official*.....5

*Regular Part-time Employee*.....6

*Regular Rate of Pay* .....6

*Self-Directed Work Team (SDWT)*.....6

*Self-Directed Work Team (SDWT) Operating Guidelines* .....6

**ARTICLE 1.....7**

INTRODUCTION .....7

A. BASIC PRINCIPLES .....7

**ARTICLE 2.....7**

RECOGNITION.....7

A. RECOGNITION.....7

B. INCLUDED .....7

C. EXCLUDED .....7

D. CHANGES/NEW POSITIONS.....7

E. UNIVERSITY STAFF ASSEMBLY (USA).....8

**ARTICLE 3.....8**

NON-DISCRIMINATION.....8

A. EQUAL OPPORTUNITY .....8

B. NO RETALIATION.....8

**ARTICLE 4.....8**

NEGOTIATION.....8

A. PROCEDURE .....8

B. IMPASSE .....9

C. AGREEMENT .....9

**ARTICLE 5.....9**

MANAGEMENT RIGHTS .....9

A. RIGHT TO MANAGE .....9

B. RIGHTS, POWERS AND AUTHORITY .....10

**ARTICLE 6.....10**

GRIEVANCE PROCEDURE .....10

A. DEFINITION .....10

B. ACCESS.....10

C. REPRESENTATION .....10

D. WITHDRAWAL.....11

E. WRITTEN GRIEVANCES .....11

F. FAILURE TO ADVANCE.....11

G. FAILURE TO ANSWER .....11

H. LACK OF AUTHORITY .....11

- I. TIME LIMITS EXTENDED .....11
- J. ENCOURAGE INFORMAL DISCUSSION .....11
- K. GRIEVANCE PROCEDURE – LEVELS .....11
  - LEVEL I: IMMEDIATE SUPERVISOR/COACH.....11
  - LEVEL II: ADMINISTRATOR (2<sup>ND</sup> LEVEL) .....12
  - LEVEL III: VICE PRESIDENT/PROVOST.....12
  - LEVEL IV: PRE-ARBITRATION .....12
  - LEVEL V: ARBITRATION .....13
- ARTICLE 7.....13**
  - UNION STEWARDS AND LOCAL UNION OFFICIALS
  - ACCESS TO UNIVERSITY PROPERTY .....13
    - A. UNION STEWARDS AND OFFICIALS .....13
    - B. ACCESS TO UNIVERSITY PROPERTY .....14
- ARTICLE 8.....14**
  - PERSONNEL FILES/PERFORMANCE EVALUATIONS/JOB CLASSIFICATIONS
  - MEAL AND REST PERIODS/UNIFORMS AND TOOLS/SAFETY/FEES
  - WORK RULE DISTRIBUTION.....14
    - A. PERSONNEL FILES .....14
    - B. PERFORMANCE EVALUATIONS .....14
    - C. JOB CLASSIFICATIONS .....15
    - D. MEAL AND REST PERIODS .....16
    - E. UNIFORMS AND TOOLS .....16
    - F. SAFETY ISSUES AND EQUIPMENT .....16
    - G. PARKING AND ATHLETIC CENTER FEES .....17
    - H. WORK RULE DISTRIBUTION.....17
- ARTICLE 9.....17**
  - VACATIONS.....17
    - A. ELIGIBLE EMPLOYEES.....17
    - B. VACATION ENTITLEMENT .....17
    - C. ACCRUAL OF VACATION .....18
    - D. VACATION SCHEDULING.....18
    - E. ACCUMULATION AND USE OF VACATION .....18
    - F. RATE OF PAY.....19
    - G. HOLIDAY DURING VACATION.....19
- ARTICLE 10.....19**
  - HOLIDAYS .....19
    - A. HOLIDAYS CELEBRATED.....19
    - B. ELIGIBLE EMPLOYEES.....19
    - C. AMOUNT OF HOLIDAY PAY.....19
    - D. HOLIDAY ON LEAVE OF ABSENCE .....19
    - E. WORK ON THE HOLIDAY.....20
    - F. SUBSTITUTE HOLIDAYS.....20
    - G. HOLIDAY SCHEDULES .....20
- ARTICLE 11.....20**
  - JOB VACANCIES
  - POSTING AND REASSIGNMENT .....20
    - A. JOB VACANCIES .....20
    - B. POSTING .....21
    - C. TEMPORARY ASSIGNMENT.....22
    - D. PERMANENT REASSIGNMENT.....22
- ARTICLE 12.....22**
  - HOURS OF WORK AND OVERTIME .....22
    - A. HOURS OF WORK .....22

B. OVERTIME .....23

C. COMPENSATORY TIME.....23

D. ON-CALL .....23

**ARTICLE 13.....24**

PAY PLAN/WAGES .....24

**ARTICLE 14.....25**

PAYROLL, DEDUCTIONS, UNION DUES AND ASSESSMENTS .....25

A. PAY PERIODS AND DISTRIBUTION .....25

B. DEDUCTIONS - LEGALLY REQUIRED .....25

C. DEDUCTIONS - INDIVIDUAL ELECTIVE.....25

D. UNION DUES AND ASSESSMENTS.....25

E. INDEMNIFICATION FOR UNION DUES AND ASSESSMENTS .....26

**ARTICLE 15.....26**

GROUP INSURANCE.....26

A. ELIGIBILITY .....26

B. WAIVING OF PARTICIPATION .....26

C. RX CO-PAYMENTS .....26

D. EMPLOYEE CONTRIBUTIONS/CO-PAYMENTS .....26

E. INTENT TO CONTINUE .....27

F. INSURANCE COMMITTEE .....27

G. GROUP LIFE .....27

H. FLEXIBLE SPENDING ACCOUNT (FSA).....28

I. UNIVERSITY HEALTH CLINIC .....28

J. UNIVERSITY NATATORIUM AND ATHLETIC CENTER .....28

K. CHILDREN’S LEARNING CENTER.....28

**ARTICLE 16.....28**

LEAVES OF ABSENCE.....28

A. ACTIVE AND INACTIVE STATUS .....28

B. SICK LEAVE .....28

C. DISABILITY LEAVE.....30

D. FAMILY LEAVE.....31

E. FAMILY MEDICAL LEAVE ACT .....31

F. OTHER.....32

1. *Court/Jury Duty Leave* .....32

2. *Military Leave* .....32

3. *Unpaid Personal Leave* .....32

4. *Paid Personal Leave Day*.....33

5. *Union Leave – Unpaid* .....33

6. *Voluntary Employee Reduced time (VERT)* .....33

G. RETENTION OF POSITION.....34

H. RETURN TO WORK.....34

I. RATE OF PAY.....34

J. INSURANCE CONTINUATION .....34

**ARTICLE 17.....35**

SENIORITY/PROBATIONARY PERIODS .....35

A. GENERAL .....35

B. FULL-TIME EMPLOYEES .....35

C. PROBATIONARY PERIODS .....35

1. *Newly Hired Employees* .....35

2. *Employees Changing Positions*.....36

D. REGULAR PART-TIME EMPLOYEES.....36

E. LOSS OF SENIORITY .....36

**ARTICLE 18.....36**

REPORT-IN/ABSENCE AND TARDINESS AND EMERGENCY CLOSING .....36

A. REPORT-IN .....36

B. ABSENCE AND TARDINESS .....36

C. EMERGENCY CLOSING .....37

**ARTICLE 19.....37**

DISCIPLINE .....37

**ARTICLE 20.....38**

REDUCTION IN FORCE/RECALL .....38

A. NOTICE .....38

B. REDUCTION PRIORITY .....38

C. RECALL PRIORITY .....39

D. RECALL NOTICE .....39

E. FAILURE TO ACCEPT RECALL OR REPORT .....40

F. INSURANCE .....40

G. RECALL RIGHTS .....40

**ARTICLE 21.....40**

CONTRACTING OF WORK .....40

**ARTICLE 22.....40**

RETIREMENT .....40

**ARTICLE 23.....41**

BULLETIN BOARD .....41

**ARTICLE 24.....41**

EDUCATIONAL SCHOLARSHIPS .....41

A. GENERAL PROVISIONS .....41

B. BARGAINING UNIT EMPLOYEES. ....42

C. FULL-TIME AND REGULAR PART-TIME EMPLOYEES’ DEPENDENTS. ....42

**ARTICLE 25.....43**

SELF-DIRECTED WORK TEAM (SDWT).....43

**ARTICLE 26.....43**

MAINTENANCE APPRENTICESHIP PROGRAM (MAP) .....43

**ARTICLE 27.....44**

CROSS TRAINING PROGRAM (CTP).....44

**ARTICLE 28.....44**

GENERAL PROVISIONS .....44

A. IN-TERM BARGAINING .....44

B. POLICY CHANGES .....44

C. EFFECT OF LAW .....45

**ARTICLE 29.....45**

NO STRIKES OR LOCKOUTS .....45

**ARTICLE 30.....46**

DURATION .....46

**APPENDIX A - CLASSIFICATION TITLES AND GRADES.....47**

**APPENDIX B - HOURLY WAGE-RATE SCHEDULE .....47**

**APPENDIX C - FORCE REDUCTION BUMPING SERIES .....48**

## GLOSSARY OF TERMS

Except as otherwise specified in the text, when used in this Agreement, the following terms shall have the meanings set forth below.

### **Active Pay Status**

Employees are considered to be in “active pay status” when actually performing work activities, or when using accrued sick leave and/or vacation or comp time.

### **Calendar Day**

Any day of the week, Sunday through Saturday.

### **Calendar Year**

A period of 365 consecutive days, commencing January 1 to which period one additional day shall be added when such year encompasses February 29.

### **Temporary or Intermittent Employee**

An individual employed by the University whose regularly scheduled work week hours or whose months per Employment Year fail to meet the relevant minimum standard for classification as a “regular part-time” or “full-time” employee as hereinafter defined.

### **Census Date**

The fifteenth day of each academic term of the University.

### **Contract Year**

Begins on November 7 of the current year and ends on November 6 of the succeeding year.

### **Employee**

An individual employed by the University who is included in the bargaining unit encompassed by the Agreement. Only such individuals are covered by the Agreement. This definition excludes employees who are considered seasonal, casual, intermittent, or temporary.

### **Employment Year**

A period of 365 consecutive calendar days commencing on the date the employee reports for work in a bargaining unit position, and to which period one additional day shall be added when the subject Employment Year encompasses February 29.

### **Fiscal Year**

Begins on July 1 of the current year and ends on June 30 of the succeeding year.

### **Full-time Employee**

An employee who has completed his/her probationary period who is regularly scheduled to work forty (40) or more hours per work week in active pay status.

### **Job Classification**

The title of the employee job as shown on such employee’s job description.

### **Leave of Absence**

An employee may be on a paid or unpaid leave of absence approved by the University for a specified period of time and in accordance with the provisions for the leave type (see Article 16, Leaves of Absence).

### **Local Union Official**

The individual employed by the University who holds the highest ranking elected CWA Office limited to one of the following: Local Union President, Local Union Vice President, Local Union Secretary/Treasurer, or Local Unit Vice President, or Executive Officer.

**Regular Part-time Employee**

An employee who has completed his/her probationary period who is regularly scheduled to work less than forty (40) hours per workweek.

**Regular Rate of Pay**

The rate of pay of an employee as stated in Appendix B of this Agreement.

**Self-Directed Work Team (SDWT)**

A group of bargaining unit members, who, with approval of CWA and SSU, function as a team in which they pool their skills, talents, and knowledge and, with proper training, come up with effective and permanent solutions according to approved SDWT Operating Guidelines.

**Self-Directed Work Team (SDWT) Operating Guidelines**

A document which has been developed and approved by the SDWT team members and the University outlining SDWT vision and mission, goals, objectives, roles of coach, team and point person, rules, and operating guidelines, which are subject to change.

## ARTICLE 1

### INTRODUCTION

#### A. BASIC PRINCIPLES

SHAWNEE STATE UNIVERSITY (herein called “the University”) and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (herein called “the Union”) having engaged in discussions for the purpose of establishing harmonious employment relationships, have as a result agreed in certain principles (hereinafter called “Agreement”) and state as follows:

1. The Union and the University agrees that the principles of the productivity and quality of work performance are essential for the continuation of employment, fair wages and benefits, and good working conditions for bargaining unit employees.
2. It is recognized that the University is a public trust operated for the benefit of students for their education.
3. It is recognized that the organization and operation of the University differ from that in the private sector and that the University - Union relationship may have differences and similarities to management - union relationships in private industry.
4. It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.

## ARTICLE 2

### RECOGNITION

#### A. RECOGNITION

The University recognizes Communications Workers of America (CWA) as the sole and exclusive bargaining representative for those employees included in the bargaining unit as defined and certified by the State Employment Relations Board, Case No: 87-REP-10-0248 on May 5, 1988.

#### B. INCLUDED

All full-time and regular part-time hourly employees including but not limited to the job classifications outlined in Appendix A of this Agreement.

#### C. EXCLUDED

All professional, managerial, supervisory, confidential, seasonal and casual employees as defined under O.R.C. 4117.01 and all other employees not expressly included in the unit.

#### D. CHANGES/NEW POSITIONS

It is understood that if the University changes the title of a job classification within the bargaining unit and does not change the duties, responsibilities or assignment, the job title will continue to be included in the bargaining unit provided the employee is a public employee as defined in O.R.C. Section 4117.01 (C).

It is understood that nothing in this Article precludes the University from creating new bargaining unit or non-bargaining unit positions.

The University recognizes that the Union has the right to pursue any dispute regarding this Article with the State Employment Relations Board (SERB) in accordance with Ohio Administrative Code Section 4117-5-01 (F).

#### **E. UNIVERSITY STAFF ASSEMBLY (USA)**

Both parties to this Agreement recognize the Communications Workers of America, AFL-CIO, as the sole representative of the hourly bargaining unit in all matters affecting wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision to this collective bargaining agreement. Both parties to this Agreement recognize the University Staff Assembly or other organizations approved by the USA as they exist, as the representative for all matters that do not pertain to or affect wages, hours, or terms and other conditions of employment.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

##### **A. EQUAL OPPORTUNITY**

Neither the University nor the Local Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, handicap, national origin, age, sex, veteran status, sexual orientation, religion, or disabled veterans.

##### **B. NO RETALIATION**

Neither the University nor the Local Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

### **ARTICLE 4**

#### **NEGOTIATION**

##### **A. PROCEDURE**

1. Initiation - Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate at least sixty (60) calendar days prior to the expiration of the Agreement.
2. Requests - A request from the Union shall be sent to the President of the University. A request from the University shall be sent to the CWA District Vice President.
3. Negotiating in Executive Sessions - Normally all negotiating sessions will be considered to be in executive session. However, in such case that either party desires to bring a person who is not part of the negotiating team; this will be permitted on an occasional basis. Each team shall be limited to six (6) members. In no event, however, shall the Union engage more than four (4) such

employee participants in connection with any particular negotiating session conducted during working hours.

4. Caucus - In an effort to establish a cooperative atmosphere for negotiations, every effort will be made to limit caucus time to 30 minutes. In such case that either party needs more time, the other party will be so notified.
5. Negotiating Sessions - The parties shall confer concerning the time and place of the initial negotiating session. The time and place of each subsequent session shall be established before any session is concluded, or, if necessary, by mutual agreement thereafter.
6. Written proposals - All major proposals and counter proposals should be provided in writing. All agreements reached in principle between the parties shall be presented in writing before acceptance. The intent of this provision is to ensure that all parties clearly understand the proposals before final acceptance and not to inhibit the negotiation process.
7. Scheduling - The parties shall make good faith efforts to schedule negotiating sessions so that members of the Union's bargaining team, who are also members of the bargaining unit, shall not miss scheduled work time as a result of such negotiations.

## **B. IMPASSE**

1. If by thirty (30) days prior to the expiration date of this Contract, agreement cannot be reached on all issues, then either party may call for the services of the Federal Mediation and Conciliation Services (FMCS). Should negotiations be progressing, the parties may wish to postpone the use of the FMCS until a later date. If one party requests the services of FMCS, the other shall join in the request. Should there be a cost involved, it will be divided equally between the University and the Union. Should the parties be unable to reach an agreement by the expiration date of the Agreement, the Union may exercise its rights under O.R.C. 4117.14 (D) (2).
2. The parties agree that this impasse procedure supersedes the dispute resolution procedure as set forth in Section 4117.14 of the Ohio Revised Code.

## **C. AGREEMENT**

There shall be four (4) signed copies of the final Agreement and each shall be signed by the President of the University on behalf of the University and the District Vice President of the Union on behalf of the Union.

# **ARTICLE 5**

## **MANAGEMENT RIGHTS**

### **A. RIGHT TO MANAGE**

The University reserves and retains the right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the University to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the University, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire employees;

3. Discipline, demote, suspend, or discharge with just cause, or layoff, transfer, assign, reassign, schedule, promote, or retain employees and to determine staffing policies and in all other respects to plan, administer, and govern its personnel;
4. Determine the adequacy of the work force, including the creation of new positions and the deletion of existing positions, and set standards for productivity;
5. Maintain and improve the efficiency and effectiveness of operations;
6. Determine the overall methods, process, means, or personnel by which University operations are to be conducted;
7. Effectively manage the work force which includes such issues as: the expansion, reduction, changing, combining, transferring, assigning, or ceasing of a job, department, operation, or service;
8. Take actions to carry out the mission of the University including: planning, managing, evaluating, administering, governing, controlling, and directing its operations;
9. Determine all methods, procedures and operations to be utilized and to continue, discontinue, or modify any existing or future administrative practices or procedures.

## **B. RIGHTS, POWERS AND AUTHORITY**

Any of the rights, powers and authority enjoyed by the University, prior to the State Employment Relations Board's certification of Communication Workers of America as the exclusive bargaining representative for the bargaining unit, are retained; provided, however, that management's rights shall not be exercised in a manner violative of any express provision of this Agreement.

- C. The University's failure to exercise any of its rights or its failure to exercise such rights in a particular way shall not be considered a waiver of such rights.
- D. The University's exercise of exclusive rights pursuant to this Section shall not be subject to prior negotiations with the Local Union. The University agrees to bargain the effects of management's exercise of any of those rights regarding wages, and terms and conditions of employment.
- E. Nothing herein shall be construed as a waiver of the Union's right to utilize the grievance procedure for any violation of any such provision of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, while such Agreement is in effect. A grievance filed pursuant to this procedure shall be the sole and exclusive method for resolving disputes arising from an alleged violation, misinterpretation, or misapplication of this Agreement.

#### **B. ACCESS**

A grievance may be filed by the Local Union or an employee. The University may file a grievance at Level III. The grievance procedure shall be used in good faith.

#### **C. REPRESENTATION**

No grievant may be represented by any union other than the CWA. A member of the bargaining unit may choose to have a union representative represent him/her beginning with level one of the grievance

procedure. If a bargaining unit member brings any grievance to the University's attention beginning at level one without first having notified the steward, the University representative to whom such grievance is brought shall not discuss the matter until the steward has been notified and given an opportunity to be present in such discussion.

Grievances filed on behalf of probationary employees shall not move beyond Level III of the grievance procedure.

#### **D. WITHDRAWAL**

A grievance may be withdrawn at any level.

#### **E. WRITTEN GRIEVANCES**

All grievances presented at any level shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied, and the relief sought.

#### **F. FAILURE TO ADVANCE**

Any grievance not advanced to the next level by the grievant or union representative within the time limits provided shall be deemed withdrawn.

#### **G. FAILURE TO ANSWER**

Any grievance not answered by the University within the time limits in that level will automatically move to the next level with appropriate notification to the University.

#### **H. LACK OF AUTHORITY**

All grievances will normally be filed at Level I. Prior to filing a grievance and when mutually agreed in writing between the CWA Unit Vice President and Director of Human Resources, a grievance may be filed at a more appropriate level considering the nature of the grievance.

#### **I. TIME LIMITS EXTENDED**

The time limits set in grievance Levels I through IV may be extended by mutual written agreement.

#### **J. ENCOURAGE INFORMAL DISCUSSION**

While the parties are permitted and encouraged to resolve any potential grievance by informal discussion between and among employees and supervisors, there is no requirement to do so and such attempts will not constitute the initiation of a grievance under this Section.

#### **K. GRIEVANCE PROCEDURE – LEVELS**

##### **LEVEL I: IMMEDIATE SUPERVISOR/COACH**

1. A grievance shall be filed with an employee's immediate administrative supervisor/coach, with a copy to the human resources director, within fifteen (15) working days after the employee knows or reasonably should have known of the alleged grievance. Such grievance shall be in writing and

shall include: date of occurrence, a specific statement of nature of grievance, provisions of this Agreement allegedly violated, misinterpreted, or misapplied, and the relief sought.

2. The supervisor/coach will hold a meeting within five (5) working days following submission of the completed grievance form at which time an attempt will be made to resolve the grievance. The grievant and union steward may be present at such meeting. In no event shall either party have more representatives than the other party in such meeting.
3. Within five (5) working days after the first level meeting, the supervisor/coach will answer the grievance in writing on the grievance form and return copies to both the grievant and the appropriate steward.
4. If the grievant or the union steward is not satisfied with the supervisor/coach answer, the Union may appeal said answer in writing on the grievance form within five (5) working days of receipt of the Level I answer. The appeal shall be made to the next level of supervision (Level II or Level III of the grievance procedure outlined in this Article).

#### LEVEL II: ADMINISTRATOR (2<sup>ND</sup> LEVEL)

1. No later than five (5) working days after receipt of the appeal, the second level administrator will meet with the Union to discuss the issue and attempt to resolve the grievance. Two representatives for each party may be present at such meeting.
2. No later than five (5) working days after the Level II meeting, the administrator will answer said grievance in writing on the grievance form and return copies to the union steward, supervisor, and Director of Human Resources.
3. If the Union is not satisfied with the Level II answer, the Union may appeal said answer in writing on the grievance form within five (5) working days of receipt of the Level II answer.

#### LEVEL III: VICE PRESIDENT/PROVOST

1. No later than five (5) working days of receipt of the Level II appeal, the Vice President/Provost will meet with the parties to review the issue and attempt to resolve the grievance.
2. No later than five (5) working days after the Level III meeting, the Vice President/Provost will answer said grievance in writing on the grievance form and return copies to the union steward, second level administrator, immediate supervisor, and the Director of Human Resources.
3. If the Union is not satisfied with the Level III answer, a notice of intent to arbitrate and a request for pre-arbitration review must be submitted in writing to the Director of Human Resources within ten (10) days of receipt of the Level III answer.

#### LEVEL IV: PRE-ARBITRATION

1. No later than five (5) working days of receipt of the notice of intent to arbitrate and as a final attempt to resolve the grievance prior to arbitration, the President or designated representative will hold a meeting. The parties may each have two representatives present at this meeting.
2. At such meeting, the attendance of necessary witnesses as identified by either party may be requested. Such witnesses will be released from work assignment when called to be present in such meeting. Upon completion of the employee witness involvement in the meeting, he/she shall return promptly to his/her work assignment.
3. Such documentary evidence as shall be pertinent to the grievance will be available at the meeting. Requests for any documentation by either party shall occur in sufficient time for such documentation to be secured.

4. No later than five (5) working days after the meeting, the President or designated representative will issue the University's final written decision to the Local union official. Within 30 calendar days from receipt of the University's written answer, the Union must request arbitration with the FMCS (copy to the Director of Human Resources).

#### LEVEL V: ARBITRATION

1. Upon selection of the arbitrator, he/she shall conduct a hearing on the grievance in accordance with FMCS rules. The decision shall be in writing and a copy sent to all parties within sixty (60) calendar days after the hearing. The decision of the arbitrator shall be final and binding on the University, the Union, and the grievant.
2. The arbitrator shall have jurisdiction over those disputes arising out of grievances defined in this Article. The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The arbitrator's remedial authority shall not extend to damages allegedly incurred prior to the effective date of this Agreement.
3. Each party will pay its cost for preparing and presenting its case to the arbitrator. Expenses of the arbitrator shall be shared between the parties.

### ARTICLE 7

#### UNION STEWARDS AND LOCAL UNION OFFICIALS ACCESS TO UNIVERSITY PROPERTY

##### A. UNION STEWARDS AND OFFICIALS

1. At commencement of this Agreement, the Local Union shall provide the University with a written list of stewards. The Union shall immediately notify the University in writing of any additions, deletions, or modifications to such steward list.
2. The number of Union Stewards and Local Union Official shall not exceed five (5) unless such number is increased by agreement between the University and the Union. The stewards will normally be assigned to assure adequate coverage of all employee groups (e.g. custodial, maintenance, clerical, etc.). Every effort will be made to evenly distribute stewards among the Divisions so as to minimize loss of production time.
3. The designated steward shall investigate and present grievances to the University. When the designated steward is absent from campus during his/her regularly scheduled shift, it is understood that the Local Union Official may assume the responsibilities of the designated steward.
4. The privilege of stewards leaving their work is subject to the understanding that the time will be devoted to the prompt and proper handling of grievances and the privilege will not be abused.
5. Stewards and the Local Union Official will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein and in accordance with Article 6, Grievance Procedure.
6. Before leaving his/her work assignment, a steward and the Local Union Official must have approval of the immediate supervisor and the supervisor of the employee whose grievance is being investigated.
7. An appointed time for a grievance investigation is subject to departmental operating requirements.

8. Time spent by stewards and/or the Local Union Official in activities outlined in this Article will be paid at the employee's straight time hourly rate. There shall be no pay for any time an employee is involved in the grievance process outside his/her normal work hours.
9. Other than for the activities as prescribed in this Article, no employee will be released from work duty during the grievance process.
10. All time for stated activities as prescribed in this Article shall be on the premises of Shawnee State University and employees are expected to return to work immediately after any consultation or hearing as prescribed herein, and to notify their immediate supervisor immediately upon their return to work.

## **B. ACCESS TO UNIVERSITY PROPERTY**

1. Union officials who are not employees of the University will be granted access to the University for the purpose of attending joint union-management meetings. Prior to gaining such access, the Union Official will notify the Human Resources Department of when such meeting is to take place.
2. Union officials, who are not employees of the University, will be granted access to the University for the purpose of conducting other union business in accordance with the University's current Solicitation Policy.

## **ARTICLE 8**

### **PERSONNEL FILES/PERFORMANCE EVALUATIONS/JOB CLASSIFICATIONS MEAL AND REST PERIODS/UNIFORMS AND TOOLS/SAFETY/FEES WORK RULE DISTRIBUTION**

#### **A. PERSONNEL FILES**

An employee may review his/her personnel file in Human Resources at any reasonable time during normal working hours, by appointment. The employee may request a copy of material in his/her own personnel file at no charge. The University may charge a reasonable fee for additional copies.

#### **B. PERFORMANCE EVALUATIONS**

1. Periodic performance evaluations will be completed by the University and maintained in the official personnel file for employees covered by this Agreement.
2. A copy of the completed performance evaluation form will be furnished to and discussed with the employee. The employee will then sign the evaluation. Such signature will not indicate concurrence with the evaluation but that the evaluation was actually reviewed with the employee.
3. Following a discussion with his/her supervisor concerning the performance evaluation, the employee will be granted five (5) working days in which to prepare a statement which he/she may have added to the evaluation form.
4. While the actual results of a performance evaluation are not considered grievable, it is recognized that an employee may refer to such evaluations when presenting grievances on matters concerning the terms and conditions of employment as defined in this Agreement.
5. Bargaining unit members assigned to Self Directed Work Teams (SDWT) will also abide by team performance standards and evaluation procedures outlined in the SDWT Operating Guidelines, upon adoption.

### C. JOB CLASSIFICATIONS

1. The University is solely responsible for the development of position specifications, descriptions, job content, determination of promotional tests and assignment of appropriate values to such tests, and the classification and reclassification of bargaining unit members as provided under this Article.
2. When the University creates a new classification or reclassifies an existing position, the Local Union Official (and bargaining unit employee where applicable) will be notified in writing of the new classification title, pay grade, and position description. Pay treatment, due to reclassification, is outlined in Article 13, Pay Plan/Wages of this Agreement.
3. Job Classifications/Evaluation Process: job evaluation is a formal process for determining the relative value of jobs based on job content and requirements. Any of the following may initiate a job evaluation: (a) the Human Resources Department (HRD); (b) the supervisor, department head or VP of a Division; or (c) the employee. An employee in a particular position (incumbent) may initiate a Position Information Questionnaire (PIQ) no later than January 31st. However, employees will not be permitted to submit a PIQ in calendar year 2014 until after HRD implements the new classification system that involves an evaluation of all positions. The PIQ must be provided to the Associate Director of HRD (or designee) and the pertinent supervisor. The Associate Director of HRD (or designee) will obtain appropriate authorizations and examine the PIQ to determine whether a job-evaluation is appropriate. Jobs will only be re-evaluated if a position has not been evaluated in the past five (5) years, or there has been a "significant" change in the position. The incumbent and/or supervisor must clearly identify these changes in the PIQ and demonstrate that: a) the University added or intends to add significant new responsibilities of a higher level to an existing position; or, b) the University removed or intends to remove significant duties from an existing position. For purposes of this process "significant" is defined as a change affecting at least 40% of the position's duties requiring greater or lesser skills, knowledge, and experience. The Associate Director of HRD (or designee) will communicate the evaluation results to the supervisor, the appropriate management levels, and the incumbent employee within sixty (60) work days of receiving the PIQ, unless the CWA and the University mutually agree to extend this period. Resulting pay adjustments, if applicable, will be processed the next full pay period, after the decision is made, and retroactive to January 31<sup>st</sup> of the year submitted.
4. Job Evaluation Appeal Process: if the incumbent employee is not satisfied with the evaluation results, the employee may request an on-site interview with the Director of HRD (or designee) to discuss and further clarify the job duties, or the employee may choose to appeal the classification decision. If an employee chooses to appeal the classification decision, they must notify the Director of HRD within ten (10) work days after receiving the evaluation results.

A Job Analysis Review Board (JARB) shall be convened within fifteen (15) days of HRD receiving notice of an appeal. The JARB will consist of two (2) representatives from the CWA, two (2) administrators and one (1) representative from HRD. The JARB will be chaired by the HRD representative. The JARB is strictly advisory in nature. The JARB will review the process completed by HRD. The JARB shall be permitted to review written employee requests and accept input from the incumbent and his/her direct supervisor to help clarify the rationale for the incumbent's request for his/her position to be reclassified.

The JARB will conclude their review and submit a written recommendation to the Director of HRD within thirty (30) work days from the date convened. The final classification decision resides with the Director of HRD and will be concluded and communicated to appropriate parties within thirty (30) work days from receipt of the recommendations. The results of this appeal are final and are not grievable. Resulting pay adjustments, if applicable, will be processed the next full pay period, after the decision is made, and retroactive to January 31<sup>st</sup> of the year submitted.

**D. MEAL AND REST PERIODS**

## 1. Rest Periods

There will be two (2) fifteen (15) minute rest periods in each regular shift each work day.

## 2. Scheduling of Rest and Meal Periods

The rest and meal periods will be scheduled by the supervisor. Rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, as long as such half shift is at least three (3) hours in duration. Such rest breaks may not be scheduled immediately before or after the meal period or at the start or end of a shift.

Meal periods, except with express supervisory approval and for infrequent and unusual circumstances, shall not be scheduled at the first or last hour of the work day.

Employees shall promptly be at the appropriate work station or area performing their assigned tasks immediately preceding and following each meal and/or rest period.

**E. UNIFORMS AND TOOLS**

1. Tools - The University shall provide the necessary tools or equipment for each department as deemed necessary by the University. Employees assigned use of work tools or equipment are responsible for loss or damage of such. Employees who are assigned tools or equipment shall present any damaged tool(s) to the supervisor for replacement or shall sign a lost tool statement for record-keeping purposes.
2. Uniforms - The University will establish a uniform allotment for custodial, utility and maintenance workers adequate to comply with standards set forth by the University, not to exceed the equivalent of \$225 for uniforms per year for University-approved apparel.

**F. SAFETY ISSUES AND EQUIPMENT**

1. The University and Union agree that the safety of all its employees and students is a matter of highest importance and that each will promote and encourage safety in all matters, including safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees. The Union and University will cooperate in encouraging employees to observe applicable safety laws, rules and practices. The University will not assign any employee to engage in any activity in violation of applicable safety laws, rules and regulations. Failure to observe safety rules may result in implementing procedures as outlined in Article 19, Discipline.
2. The Union will have two (2) official representatives, appointed by the Union, to the University's Joint Safety Committee.
3. All employees shall, as soon as possible, report unsafe working conditions or equipment to their supervisor/coach. Any employee involved in an accident shall report the accident and any injury sustained no later than 24 hours from the incident and in compliance with University procedures. The employee and supervisor shall, with assistance from a security guard, complete an accident report on the form provided by the University. This form must identify witnesses to the accident and shall be signed by the employee, security guard, witness(es), and/or supervisor/coach. Upon request, the University will provide the Union Safety Representative with a copy of an accident report involving a member of the bargaining unit.
4. The University shall provide employees information regarding toxic or hazardous substances as required by law.

5. The University shall provide appropriate protective clothing and safety equipment in connection with an employee's assigned duties as required by applicable federal and/or state law.
6. Employees shall not be disciplined for reasonable failure or refusal to engage in unsafe practices which would violate applicable federal, state and/or local safety laws.
7. If an employee is involved in an accident resulting in an injury while performing his/her job duties, he/she may be required to submit to drug and alcohol testing.
8. Grievances which clearly involve circumstances that could result in bodily harm will be processed beginning at Level II of the grievance procedures as outlined in Article 6, Grievance Procedure of this Agreement. It is understood by the University that any discipline for an employee's failure to comply with the provisions of this Article or abuse of University property is subject to the grievance process as outlined in Article 6, Grievance Procedure.

#### **G. PARKING AND ATHLETIC CENTER FEES**

1. Upon implementation of a parking fee, all bargaining unit employees shall make, in accordance with rates applicable to all other employees, payment to the University when using university parking facilities, during regulated time frames. The fee shall not exceed \$6.00/month for employees choosing to park in lots designated as "general parking." The fee to park in "reserved lots" shall be in accordance with the University's pricing policies for all employees.
2. All bargaining unit employees and their dependents have access to the University Athletic Center, in accordance with facility rules at no cost.

#### **H. WORK RULE DISTRIBUTION**

The University may distribute a copy of work rules to all existing employees and new hires, as applicable.

### **ARTICLE 9**

#### **VACATIONS**

##### **A. ELIGIBLE EMPLOYEES**

1. Full-time - A full-time employee shall accrue and earn vacation in accordance with the appropriate vacation schedules shown in paragraph B of this Article. The accrued vacation leave is strictly proportionate to the regular hours paid in each pay period except that accrual shall continue during an approved unpaid union leave as provided in Article 16, Leaves of Absence, (F) (5) Union Leave.
2. Part-time - An employee working at least 20 but less than 40 hours/week shall accrue 1.54 hours of vacation per pay period.
3. Probationary - Newly hired full or part-time employees shall not accrue vacation time during their probationary period; however, upon completion of probation, vacation accrual will be made retroactive to the initial hire date in accordance with 1 and 2 above.

##### **B. VACATION ENTITLEMENT**

The vacation entitlement of each full-time bargaining unit member shall be as follows:

YEARS OF CONTINUOUS SERVICE	MAXIMUM HOURS OF VACATION
Years 1 - 5	80
Years 6 - 12	120
Year 13	168
Year 14	176
Year 15	184
Year 16	192
Year 17	200

### C. ACCRUAL OF VACATION

For purposes of determining the rate of vacation accrual, full time service with any state agency or political subdivision of the State of Ohio is accepted. A year of service is considered as twenty-six (26) biweekly periods. The employee begins to earn the higher rate of vacation accrual at the beginning of the pay period which includes the date of completion of the appropriate number of years of service.

### D. VACATION SCHEDULING

1. It is the intent of the University to honor a bargaining unit member's requested vacation time whenever possible. The University reserves the right to limit the number of bargaining unit members permitted to be on vacation at any one time where the efficiency and operation needs of the department will be disrupted.
2. Eligible employees may submit a written request for vacation to their immediate supervisor. Such request shall set forth the intended date(s) of such vacation. Requests timely received at least sixty (60) days prior to commencement of such intended vacation shall be given scheduling priority provided that if two (2) or more employees submit timely requests for the same vacation date(s) and the University determines to approve some but not all such requests, the University shall allow the request of the most senior employee.
3. Vacation scheduling requests received less than sixty (60) days prior to the commencement date of such proposed vacation shall be approved or denied in the order in which they are received by the immediate supervisor. Nothing in this section shall restrict an immediate supervisor's ability to approve a request for an individual vacation day. Such requests will not be unreasonably denied.

### E. ACCUMULATION AND USE OF VACATION

1. An employee may accumulate and carry over earned but unused vacation to the maximum of an employee's current accrual rate times two (2). Credit in excess of this maximum shall be eliminated each fiscal year from the employee's vacation balance. If the employee is denied use of the excess prior to the end of the fiscal year, the University will allow the excess vacation time to be carried over, provided the employee complies with scheduling requirements outlined in this Article.
2. The University reserves the right to limit use of vacation if such request interferes with the scheduling of University business. An employee will be paid for vacation hours to which he or she is entitled but which have not been used at the time of termination of employment.
3. Upon separation from the University or death, an employee or estate shall be paid for any accrued but unused vacation not in excess of the maximum accrual allowed. This payment is made at the employee's current rate of pay.

**F. RATE OF PAY**

An eligible employee shall be compensated for vacation at the straight time rate of pay for his/her designated job classification at the time vacation is taken.

**G. HOLIDAY DURING VACATION**

If a holiday falls during an employee’s vacation, the day shall be charged to the holiday.

**ARTICLE 10**

**HOLIDAYS**

**A. HOLIDAYS CELEBRATED**

The University observes the following paid holidays:

<u>HOLIDAY</u>	<u>CALENDAR DATE OF HOLIDAY</u>
New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**B. ELIGIBLE EMPLOYEES**

Each employee who receives pay for his/her last scheduled work day immediately preceding the day the holiday is to be observed, shall be eligible for the benefits set forth in this Article.

**C. AMOUNT OF HOLIDAY PAY**

An eligible employee shall receive holiday pay in addition to any pay for work scheduled and performed on the holiday as follows:

1. Full-time - Eight (8) hours pay at the straight time rate of pay.
2. Part-time - The amount of hours for which such employee is regularly scheduled for the day on which the holiday is to be observed. If a holiday falls on an employee’s scheduled day off, the employee will be scheduled a regular work day off within the same pay period at the employee’s regular rate of pay. Such time must be noted as “holiday pay” on the employee’s timesheet.

**D. HOLIDAY ON LEAVE OF ABSENCE**

An employee on unpaid leave of absence or layoff shall not receive holiday pay.

**E. WORK ON THE HOLIDAY**

The University reserves the right to require work on observed holidays at its discretion. An eligible employee working on an observed holiday shall be paid for the amount of time actually worked at one and one-half (1 1/2) his/her straight time rate of pay, in addition to the holiday pay awarded under this Article.

**F. SUBSTITUTE HOLIDAYS**

The University will develop a schedule each year which will allow for substitute holidays. Substitute holidays will be designated by the University in order to keep the University open on scheduled holidays in order to meet class requirements. Those holidays which may be substituted by the University include:

Martin Luther King Day  
Columbus Day  
President's Day

**G. HOLIDAY SCHEDULES**

Holiday schedules for full-time employees will be rotated among those who volunteer and are qualified to work. If there are not enough volunteers, then the least senior qualified employee within the department will be assigned. Any employee scheduled to work by volunteering or by assignment, and who does not report to work the holiday, shall forfeit holiday pay as defined in this Article.

**ARTICLE 11****JOB VACANCIES  
POSTING AND REASSIGNMENT****A. JOB VACANCIES**

1. A position vacancy occurs when a position covered by this Agreement becomes vacant as a result of a bargaining unit employee's retirement, resignation, or other form of separation, or the creation of a new bargaining unit position.
2. The University may fill bargaining unit vacancies either by selecting from internal bidders, reassigning of personnel, or hiring new applicants. Recruitment and hiring activities are subject to policy guidelines and affirmative action requirements.
3. When a bargaining unit vacancy is to be filled with an internal bidder, selection shall be based on seniority among those bidding employees whose abilities and qualifications (per this Article A. 4.) meet the position's posted requirements. Selection of apprentice positions shall be in accordance with Article 26, MAP.
4. Abilities and qualifications of applicants for any vacant position shall be defined as the experience, knowledge, and job-related skills demonstrated by the employee in previous job assignments and/or the satisfactory completion of tests necessary to determine the experience, knowledge, and skill of the applicant.
5. If no internal candidate is qualified as defined in this Article, Section (A) (4), the University may hire a new employee.

6. If not filled on a temporary basis (per this Article B. 2. a.), approved vacancies will be posted within 30 calendar days of the University's decision to fill the vacancy unless otherwise agreed to by the Union and the University.

## **B. POSTING**

1. When an approved vacancy is to be filled, the vacancy shall be posted on the University's website for a period of five (5) working days (excluding the day of posting). The membership shall be notified of the posting through e-mail. The Unit Vice President will be advised of the posting by e-mail prior to the membership notification.
2. Exception to the posting requirement shall be made in the following cases:
  - a. Positions of a temporary nature (less than 180 calendar days); or,
  - b. Position is considered intermittent, seasonal, or casual; or,
  - c. Movement of existing employees is required as a result of internal realignment, force adjustment, or changes in existing employee position responsibilities, including those changes pursuant to Article 20, Reduction in Force, or
  - d. Instances of unit or departmental reorganization that involves the reduction or elimination of a vacated bargaining unit position in which job tasks are reallocated to existing staff within the same department, regardless of the employee grade, with notification to the CWA Local Union Official.
3. All current full-time non-probationary employees may have one successful lateral or down-grade bid within a twelve month period but may bid on higher-graded positions within this time period. All current full-time non-probationary employees who have had a successful bid to a higher-graded position will remain in the position for at least twelve (12) months. The twelve-month bid restriction from a higher-graded position may be waived by management. Full-time non-probationary employees may bid on a vacancy by complying with paragraph B. 1 of this Article within the five (5) working day posting period. The employee response to a job offer must be given within forty-eight (48) hours of such offer, excluding weekends and holidays.
4. Part-time non-probationary employees may bid on a vacancy in the same manner and under the same conditions after completion of one (1) year of continuous part-time service. The one-year part-time service must be completed as of the closing date of the bid.

Employees with less than one (1) year part-time continuous service in their current position may be granted bidding privileges for a specific position by mutual agreement of the University and the Union.

5. A bargaining unit member who is absent during the period of posting due to vacation, illness, leave of absence, or layoff, may make application for the posted position at any time during his/her absence or upon his/her return and will be considered, provided an applicant has not been selected and notified.
6. The University shall be responsible for the screening, interviewing, and testing of all candidates for such vacancies. All tests necessary to meet the minimum requirements of a position will be identified on the posting and will be scheduled for qualified internal bidders after the posting closing date by Human Resources.
7. When a vacancy is filled in accordance with this Article, the University will notify all candidates of the candidate selected.
8. If an existing part-time position is changed to full-time status within twelve (12) months of being filled either internally or externally, it will be posted according to the provision of this Article. If such position is changed to full-time after twelve (12) months, the University may, at its discretion, retain the existing employee or post the full-time position.

**C. TEMPORARY ASSIGNMENT**

Temporary assignment of existing employees.

1. When an approved vacancy exists in accordance with this Article (A) (1), the University may elect to temporarily assign a bargaining unit employee to the vacancy in order to assure continued job coverage.
2. When temporary assignments for emergency or short-term staffing shortages are made, the University may seek volunteers within the department. If no volunteers are qualified, the University may assign the least senior employee considered qualified to perform the job duties.
3. When an employee is temporarily assigned to a higher classification and is required to perform the duties of the higher classification, the University shall pay the employee from the date of assignment, the greater of either a four (4) percent increase, or the pay grade minimum of the assigned position for the hours worked in that position. Such temporary assignments shall not exceed ten (10) weeks unless the temporary assignment is to provide coverage for the duration of an employee's approved leave of absence and is mutually agreed to by the Union and the University. The University will notify the Local Union Official prior to such temporary assignment.

**D. PERMANENT REASSIGNMENT**

1. The University may reassign a bargaining unit member from one job assignment or work area to another, within or between departments or work shifts.
2. In cases of permanent reassignment under this Section, the University will consider the seniority of the bargaining unit member provided qualifications are sufficient for the performance of the required work assignment.

**ARTICLE 12****HOURS OF WORK AND OVERTIME****A. HOURS OF WORK**

1. Forty (40) hours of work shall constitute a regular work week for full-time bargaining unit members which shall normally be scheduled over not more than five (5) days of eight (8) hours per day, not including the meal break.
2. The work week shall commence at 12:01a.m. Saturdays and terminate at 12:00 a.m. Fridays. The University may, at its discretion, implement flex-time schedules.
3. It is understood that some departments, locations and special circumstances, may require schedules of more than one shift per day and/or more than five (5) days per week. Therefore, employees may be scheduled for split shifts and/or work weeks other than Monday through Friday.
4. An eight (8) hour shift may be split within a twelve (12) hour time period. In such case where an eight-hour shift is split beyond a twelve-hour period, such hours in excess of twelve (12) shall count toward the calculation of overtime, in accordance with this Article (B) (1).
5. Employees shall, wherever practicable, be allowed to select their choice of shift in the order of their seniority, provided such selection ensures sufficient qualifications necessary to complete the assigned work tasks. The University reserves the right to make assignments as may be necessary for compliance with law and as dictated by the operational needs of the University.

6. In such case where selection of days off is an option, the employee shall be afforded his/her choice of days off in order of seniority. The same understanding regarding sufficient qualifications as described in this Article (A) (5) shall apply.
7. Where it has been past practice, the University will continue to post work schedules.

## **B. OVERTIME**

1. Overtime shall be defined as a work assignment which causes an employee to be in an active pay status more than forty (40) hours in a work week or more than eight (8) hours in a work day. In the case where a flex-time schedule has been agreed to by the University and the Union, the eight (8) hour work day rule will be waived for the calculation of overtime and be based on the set flex-time daily schedule. The University reserves the right to revert back to the original work schedule.
2. When an employee is called to report to work outside his/her regularly assigned hours under instructions from the supervisor, other than a pre-arranged overtime assignment, the employee shall be entitled to a minimum of four (4) hours at the one and one half (1 ½) rate of pay if less than four (4) hours are worked or actual hours worked at one and one half (1 ½) if over four (4) hours.
3. If pre-arranged overtime assignments are scheduled at times not continuous with an employee's normal end-of-shift, the employee may elect to either continue his/her shift or leave the University and return to work at the scheduled start time of the overtime assignment. In either case, the University will provide the employee with four (4) hours of available work. The University will pay the actual time worked regardless of the option selected by the employee.
4. Overtime opportunities for full-time employees shall be equally distributed among such employees who customarily perform the work assigned, and who are available for assignment. Any such employee may reject routine or pre-scheduled overtime work provided another qualified employee in the same classification is available for the assignment. An employee who rejects routine or pre-scheduled overtime shall be charged with the number of hours rejected and so shown on the posted overtime list.

## **C. COMPENSATORY TIME**

1. In lieu of being paid time and one-half pay for work in excess of forty (40) hours in a work week or eight (8) hours in a work day, an employee may request compensatory time.
2. Where granted, compensatory time shall be given at the rate of one and one-half (1 ½) hours off (paid at the regular straight time rate) for each hour worked in excess of forty (40) in a work week or eight (8) in a work day.
3. Compensatory time off shall be applied for and taken in the same manner as set forth in Article 9, Section (D) vacation scheduling.
4. No employee may accumulate more than eighty (80) hours of compensatory time-off entitlement.

## **D. ON-CALL**

1. Employees required to be on-call when off campus that results in the serious curtailment of the use of personal time will be paid \$1.50/hour during the designated on-call period. Employees required to have pagers or cell phones in order to be contacted by the employer are not eligible for on-call pay as long as they are not limited in conducting their personal affairs. On-call pay is not included in the calculation for overtime purposes.

**ARTICLE 13****PAY PLAN/WAGES**

- A. This Article is the sole source of rights and obligations of the parties to this Agreement on the matter of pay plan and wages. This Article supersedes all provisions applicable to bargaining unit employees in the Ohio Revised Code (O.R.C.) and/or Rules of the Ohio Department of Administrative Services relative to these issues. Bargaining unit employees will be paid in accordance with the University's classification system and pay plan set forth in this Agreement.
- B. All bargaining unit employees covered by this Agreement shall be assigned to a pay grade/level and paid an hourly wage in accordance with Appendix A (classification titles and grades/levels) and Appendix B hourly wage-rate schedule).
- C. The University is responsible for classifying positions and shall continue the formal classification program in effect prior to execution of this Agreement and pursuant to Article 8 (C), Job Classifications. Assignment to a pay grade/level shall continue to be the result of a formal classification or re-classification action.
- D. Effective November 7, 2013 through November 6, 2014, the regular hourly base wage rate shall be increased by zero percent (0%). If the administrative employee group is awarded an across-the-board (ACB) adjustment at any time between November 7, 2013 through November 6, 2014, that exceeds zero percent (0%), the total base wages (not including overtime) of the CWA members shall be multiplied by the percentage of the ACB amount that is above zero (0%) percent, and this amount will be divided in equal lump sum payments and remitted to CWA employees in active pay status. Payment will be remitted in the first full payroll following November 7, 2014. This amount shall not be added to base wages. ACB increases are defined as the percentage increases that apply to every administrative employee but do not include special increases that apply to a subgroup of employees but not to every employee.
- E. Effective November 7, 2014, all bargaining unit employees shall be placed into the new pay structure. Employees who receive an increase less than \$550 will receive a lump sum of the difference as described by the information sheet provided to the CWA members.
- F. Effective November 7, 2015, bargaining unit employees shall receive a one-step progression which will increase their hourly rate in their pertinent pay grade/level. Employees who are already at the maximum step (step 12) shall receive a one-time lump sum of two-percent (2%) of their annual base pay.
- G. Newly hired employees shall be placed, upon hire, at the designated new hire rate (Step 1). Upon successful completion of the employee's 180 calendar day probationary period, s/he shall be advanced to Step 2 as depicted on Appendix B.
- H. New employees who can verify previous actual or related experience to the satisfaction of the University may be paid a rate, at hiring, commensurate with the value of such experience to the University's operations. The University will not place a new employee at a higher wage step than a current employee within the same classification who has the same or greater experience.
- I. If an employee receives a change in classification which would result in a different pay grade/level, the employee will be placed in the appropriate pay grade/level at the appropriate step. In the event an employee moves to a higher grade/level, the appropriate step will be the step which is at least five-percent (5%) higher than the employee's current hourly rate. If an employee moves to a lower grade/level, the appropriate step will be the closest step that gives the employee the same or lower hourly rate. A wage adjustment resulting from a position having been reclassified to a lower classification will be effective thirty (30) days after the reclassification.

- J. Pay Differential – Employees serving in an official “backup” capacity in the Student Business Center will be paid a “differential” rate of pay in addition to their hourly wage rate for their regular position. Effective the first full pay period after appointment or reassignment as a “backup”, a rate of \$0.25 per hour will be applied to the employee’s then current hourly wage rate. The adjusted wage rate will be included in the calculation of overtime. If the assignment is discontinued for any reason, the affected employee’s wage rate will return to the current pay grade/level and step rate in effect at the time of the return to their regular position’s duties.

## **ARTICLE 14**

### **PAYROLL, DEDUCTIONS, UNION DUES AND ASSESSMENTS**

#### **A. PAY PERIODS AND DISTRIBUTION**

Pay periods are established by the University. Normal payroll distribution methods shall include the options of direct deposit or payroll debit cards. Pay vouchers will only be available online and will not be mailed via postal services. The University will provide assistance to an employee to obtain this voucher, if necessary. All CWA members hired after January 1, 2014 will be required to have payroll checks deposited electronically or on payroll debit cards. All CWA members will be required to have payroll checks deposited electronically or on payroll debit cards by June 30, 2014.

#### **B. DEDUCTIONS - LEGALLY REQUIRED**

The University shall deduct from the employee’s pay all deductions required by federal, state, or local law.

#### **C. DEDUCTIONS - INDIVIDUAL ELECTIVE**

1. The University may continue, as long as administratively feasible, to make available to interested employees payroll deduction programs, as well as any other programs which the University may endorse.
2. The University shall not be obligated to pay annuity premiums or other deductions after the termination of an individual’s employment. Neither the Board of Trustees nor any official of the University makes any representation regarding the advisability or appropriateness of the annuity arrangement for any particular employee and accepts no responsibility for the tax consequences of the procedure authorized.

#### **D. UNION DUES AND ASSESSMENTS**

1. The University agrees to make monthly union dues deductions which shall be made each payroll period, from the pay of bargaining unit members who are in an active pay status and who are members of the Union, upon receipt of individually signed authorization forms which are acceptable to the University.
2. The University will pay the Union the amounts which are deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deduction will begin as soon as possible after receipt of the signed authorization form and in accordance with the University’s normal payroll procedures.
3. The University will deduct upon hire, as a condition of employment, a fair share fee from employees in the bargaining unit who are not members of the Union. The fair share fee shall be equal to the established dues required of a union member.

4. When earnings are insufficient to cover deductions of dues after other essential deductions have been made, the dues shall be deducted from the next pay period in which there are sufficient earnings.
5. Once per month, the Human Resources Department will transmit to the Union Secretary/Treasurer, or authorized agent, a payment of dues and fair share fees deducted for each bargaining unit employee.
6. The University will provide the Union, on a monthly basis, the following information: A list which will include the names of all bargaining unit employees, University ID numbers, hourly wage rates, and the dollar amount deducted for the month.

#### **E. INDEMNIFICATION FOR UNION DUES AND ASSESSMENTS**

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

### **ARTICLE 15**

#### **GROUP INSURANCE**

##### **A. ELIGIBILITY**

Group health, life, dental, and vision benefits shall be available to all eligible full-time employees for the duration of this Agreement. Detailed descriptions of the University group health plan will be maintained in the Human Resources Department and all plan participants will be provided summary descriptions.

Effective January 1, 2014, a bargaining unit member who has shared a committed, on-going domestic relationship with a same-sex partner for not less than the continuous preceding twelve (12) months, and meeting all eligibility criteria established by the University, will be offered benefits for such same-sex partner as determined by the University.

##### **B. WAIVING OF PARTICIPATION**

Those full-time bargaining unit employees who wish to waive participation in the University's health-care insurance program and who have coverage under another Plan, will receive \$100/month if eligible for individual coverage, \$150/month if eligible for employee+1 coverage or \$200/month if eligible for family coverage to waive such participation. Such payment is subject to normal income tax withholdings and will become effective the month following receipt of the notice.

##### **C. RX CO-PAYMENTS**

Effective January 1, 2014, the employee co-payment for prescription drugs is \$10 for generic retail (30 day supply), \$25 for name brand formulary retail (30 day supply), \$35 for name brand non-formulary retail (30 day supply) and \$20 for generic-mail order (90 day supply), \$50 for formulary-mail order (90 day supply), and \$70 for non-formulary-mail order (90 day supply).

##### **D. EMPLOYEE CONTRIBUTIONS/CO-PAYMENTS**

The employee share (pre-tax) toward health insurance coverage effective January 1, 2014, shall continue at the following per pay period (every two weeks) rates:

Base Wages (Annualized)	Monthly rate <i>Individual</i>	Monthly rate Employee +1 and <i>Family</i>
\$20,000 or less	\$20	\$30
\$20,001 - \$26,000	\$30	\$45
\$26,001 - \$35,000	\$35	\$50
\$35,001 +	\$40	\$60

The employee share (pre-tax) toward health insurance coverage effective January 1, 2015, shall be at the following per pay period (every two weeks) rates:

Employee Coverage	Employee +1 Coverage	Family Coverage
\$19.25	\$33.59	\$54

The health plan and other benefit provisions, as well as the employee share (pre-tax) toward health insurance coverage, for the period effective January 1, 2015 through the end of this contract shall be determined by the University after receiving input from the Insurance Committee in 2014. However, the employee share rates set forth above shall increase by no more than 10% in 2016 (compared to 2015).

Effective January 1, 2014, full-time employees are covered by the University’s insurance plan which includes 90%--10% in-network co-payment, and 75%--25% out-of-network co-payment, with the following deductibles and co-payment limits:

1. Deductibles (Network): \$500/Employee \$1,000/Employee+1 and Family  
 Deductibles (Non-Network): \$1,000/Employee \$2,000/Employee+1 and Family
2. Out-of-Pocket expense limit (includes deductibles)

	Network	Non-Network
Employee	\$1,500	\$3,000
Employee+1 and Family	\$3,000	\$6,000
Co-payment per visit:	Emergency Room	\$75

**E. INTENT TO CONTINUE**

It is the intent of the University to continue to provide group health care benefits to its employees under the terms of this Agreement. The University will make every effort to continue to provide a similar level of group health benefits. However, the University may implement cost containment options or select other available alternatives in order to avoid excessive increases in the cost of such benefits or that may be required to comply with national health care or other related legislation. The University agrees to notify the Union if this type of action is required.

**F. INSURANCE COMMITTEE**

It is understood that the University Insurance Committee will continue to function for the purpose of evaluating health program options and alternatives and making recommendations to the University’s President and Board of Trustees regarding such matters.

**G. GROUP LIFE**

The University will provide group life insurance coverage to full-time bargaining unit employees in the amount of 2.5 times the employee’s base wage rate subject to the Group Life Plan maximums and guaranteed issue limitations, including a reduced benefit scale at age 65. The employee is responsible

for payment of income taxes for life insurance coverage in excess of \$50,000, as required by the internal revenue code.

#### **H. FLEXIBLE SPENDING ACCOUNT (FSA)**

Bargaining unit employees may participate in the University's Flexible Spending Program (*SSUFlex*) as adopted by the Board of Trustees in Resolution F33-02. The program permits participants to set up a payroll deduction for reimbursement of certain health care expenses and/or dependent care expenses on a pre-tax basis in accordance with the rules and regulations under IRC Section 125.

#### **I. UNIVERSITY HEALTH CLINIC**

Employees may utilize the University's Health Clinic as needed for the payment of \$20/visit. Other charges may be required depending upon the services provided.

#### **J. UNIVERSITY NATATORIUM AND ATHLETIC CENTER**

All employees and immediate family members (children must meet facility age requirements) may use the University Natatorium and the Athletic Center facilities without charge.

#### **K. CHILDREN'S LEARNING CENTER**

Employees with eligible dependent children will receive the same discount to tuition as is provided to other employees.

### **ARTICLE 16**

#### **LEAVES OF ABSENCE**

##### **A. ACTIVE AND INACTIVE STATUS**

If an employee is on a paid leave of absence, he/she is considered to be on active pay status and therefore will continue to receive benefits as provided under Article 15, Group Insurance, of this Agreement. Employees on FMLA leave will also be entitled to continue to receive benefits as required by law. An employee who is on an unpaid leave of absence, other than FMLA, is not on active pay status and therefore not eligible for the benefits included in this Agreement except where expressly stated in this Agreement. An employee on unpaid leave of absence, and not eligible for benefits, may elect to continue group health care benefits by paying the appropriate premiums and related costs for such elected coverage as provided under COBRA legislation.

##### **B. SICK LEAVE**

1. A full-time employee shall accrue 120 hours of sick leave annually. The accrued sick leave is strictly proportionate to the regular hours paid in each pay period. Sick leave accrues for all time in active pay status, including vacation, sick leave, and comp time, but not including time on unpaid leave of absence or layoff (except for leave while on union business as provided in this Article, Section (F) (5)). Probationary employees may use accrued sick leave during the new-hire probationary period. If the full-time employee elects to do so and informs the Human Resource Department within 90 days of his/her employment date, he/she may elect to transfer any unused and unpaid sick leave balance above 120 hours from a state of Ohio agency and/or

public institution of higher education to their Shawnee State University sick leave account. This amount will be in addition to the University credited amount. For example, if the employee had 620 hours of unused and unpaid sick leave from a prior state of Ohio employer, then 500 hours could be transferred to Shawnee State University.

2. A part-time employee shall be credited with a pro-rated amount of sick leave based on a ratio of actual hours worked to 2080 hours per year.
3. Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees are charged for sick leave (including FMLA-qualifying absences) for days upon which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled work day or work week earnings.
4. Employees may use accumulated sick leave upon approval of the supervisor for:
  - a. Illness or injury of the employee or a member of the employee's immediate family. (In case of a member of the immediate family not living with the employee, the Human Resources Director (or designee) may apply sick leave when it appears justified, but such cases shall be carefully investigated.) A doctor's statement attesting to illness of the employee or the member of the immediate family may be required as specified in Section (B) (9) of this Article below.
  - b. Death of a member of the employee's immediate family as defined in Section (B) (5) of this Article.
  - c. Medical, dental, or optical examination or treatment of the employee or a member of the immediate family.
  - d. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
  - e. Pregnancy and/or childbirth and related conditions as pursuant to this Article, Section D, Family Leave.
5. The definition of immediate family for purposes of this Article includes: mother, father, brother, sister, child, spouse, same sex domestic partner (as defined in Article 15), grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent.
6. An employee must comply with the submission of forms which will document the reason for the request to take sick leave time. Such request forms must be completed in full and submitted to the supervisor/coach as soon as possible but in no event later than the day the employee returns to work.
7. Sick leave granted by reason of death in the immediate family shall not exceed five (5) working days except as described below. Any days beyond five (5) must receive prior approval from the employee's supervisor. The University will allow an employee three (3) days of sick leave credit for this purpose for mother, father, brother, sister, child, spouse, same sex domestic partner (as defined in Article 15), grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, legal guardian, or other person who stands in place of a parent if unused sick leave time is not available to the employee. Such credit must be recovered before any other sick leave will be granted.
8. The employee must comply with the report-in requirements as specified in Article 18, Report-In.
9. If an employee is expected to be off more than five (5) consecutive work days, a signed or official doctor's statement must be submitted in advance to the supervisor or Human Resources. If an employee does not have advance warning, the doctor's statement must be provided to the

supervisor or Human Resources as soon as practicable after the employee knows he/she will be off more than five (5) consecutive days and in no event any later than the date the employee returns to work (unless more time is granted by the Director of Human Resources or designee).

In situations involving less than five (5) consecutive work days, and there are habitual absences, a doctor's statement may be required upon the request of the supervisor or Human Resources.

All doctors' statements shall be in the form of a signed or official statement from the attending physician, stating the general nature of the illness, date of medical treatment, and the conditions under which the employee is released to return to work or a statement from the attending physician verifying the illness or injury of the employee's immediate family. The failure to submit doctor's statements, or the failure to submit proper leave forms to Human Resources, may result in delay of payment for the time missed.

10. Employees failing to comply with sick leave rules and regulations will not receive pay for the sick leave requested. The disapproval of sick leave for any day because the bargaining unit employee failed to report to work and failed to call in (i.e. "no call and no show" see Article 18, B) will result in no payment for the day. The absence will be considered "unexcused" and the employee will be subject to disciplinary action. If the employee provides sufficient evidence of a hardship which prevented compliance with sick leave rules and regulations, including call in, the University may approve the sick leave despite the noncompliance.
11. Application for sick leave with intent to defraud will be considered a disciplinary infraction and shall be handled in accordance with Article 19, Discipline, whether or not the sick leave has been approved, disapproved, paid, or unpaid.
12. If an employee requires additional leave time for personal illness beyond the time covered by earned sick leave, the employee may request a disability leave as outlined in this Article (C).
13. An employee may carry over unused sick leave from year to year without limit. An employee will not be paid for unused sick leave upon termination of employment except as provided in paragraph 14 of this Section.
14. Upon retirement from active service with Shawnee State University after ten (10) or more years, an employee may elect to be paid one-quarter (1/4) of the unused sick leave credit which has accumulated. Such payment will be based on the rate of pay at the time of retirement. Upon acceptance of such payment, all sick leave credit accumulated up to that point will be eliminated. Such payment will be made only once to an employee. That is, an employee who returns to University service after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of a second retirement. The maximum payment allowed under this Article will be one-quarter (1/4) of 160 days. Sick leave conversion does not apply to any termination or separation other than retirement.

### **C. DISABILITY LEAVE**

1. An employee who suffers an injury or illness which prevents the employee from working may receive, upon request, a disability leave. In order to be paid leave, the employee may opt to use earned but unused sick time, vacation, or comp time. The total amount of time on such leave, paid or unpaid, for the same injury or illness shall not exceed fifty-eight (58) calendar weeks, unless an extension of such leave is mutually acceptable to the University and the employee. The fifty-eight (58) weeks shall be reduced by FMLA leave used for the same injury or illness.
2. A request for disability leave must be made in writing as early as possible and must include a statement from the attending physician stating the general nature of the injury/illness and projected return date. Prior to returning to work, the employee must provide the University with the attending physician's release attesting to his/her ability to perform the essential job duties. The University may request an independent examination as provided in this Article (H).

3. An employee will not be entitled to compensation both under O.R.C. Chapter 4123 (Worker's Compensation) and University-paid leave for such disability leave. The University will adhere to Worker's Compensation regulations when applying this provision to employees on disability leave due to a job-related injury.

#### **D. FAMILY LEAVE**

1. An employee may use earned but unused sick leave for:
  - a. Maternity and Birth Leave: Employees requesting leave for the temporary disability associated with childbirth, both prenatal and postpartum, shall be treated under Sections B, Sick Leave and C, Disability Leave of this Article.
  - b. Family Care: The employee may use sick time for the purpose of providing care for a newborn child, newly adopted child, or care of an immediate family member
2. Family Leave under this Section D may be used prior to the employee being eligible for FMLA Leave under Section E of this Article or after all FMLA Leave is used up.

#### **E. FAMILY MEDICAL LEAVE ACT**

Employees with one year of service with the University and who have worked for 1,250 hours in the previous 12 month period are eligible for up to twelve weeks of paid (existing sick leave and/or vacation) and/or unpaid leave for qualifying events, in a twelve month period (rolling year, see CFR 29, Part 825.200).

1. Qualifying events are:
  - a. Childbirth (due to the birth or to care for the newborn child) – within twelve months following the birth of the employee's child.
  - b. Adoption or foster care – within twelve months of the adoption or placement of a child for foster care.
  - c. Serious personal illness –
    - i. A serious health condition that results in a period of incapacity for more than three days during which the employee is unable to work, or
    - ii. A chronic condition requiring a regimen of ongoing care by a health care provider that intermittently (less than three days) renders the employee unable to work while seeking treatment or while recovering from the condition.
  - d. Serious illness of a member of the employee's immediate family – a serious health condition (as defined in "c" above) which requires the employee to provide care. Immediate family is: father, mother, spouse and child (under 18 or over 18 if incapable of self-care.)
  - e. Qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation.
  - f. Or care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.
2. Employees will first use sick leave, where appropriate, prior to unpaid leave. Employees may choose to use vacation prior to unpaid leave after sick leave is exhausted or for events where sick leave is inappropriate.

3. Employees will give thirty days' notice when requesting FMLA leave or as much notice as is practicable if treatment is required in less than thirty days.
4. In qualifying events relating to a serious health condition, employees will provide medical certification of the need for FMLA leave from a health care provider. The University may require an independent examination at no cost to the employee.
  - a. Employees may request paid or unpaid leave under FMLA by using the sick leave request form.
  - b. Any use of FMLA leave will not be counted for attendance ratings in performance evaluations or be used in other employment decisions.
  - c. Typically, FMLA leave will be taken on a continuous basis. For eligible events where an intermittent leave is medically necessary, a reduced workday or workweek may be considered. An intermittent schedule will be agreed upon before the start of the leave, whenever possible.
  - d. FMLA leave coordinates and runs concurrently with other paid and unpaid leaves.
  - e. Employees returning from FMLA leave will be returned to their former position, in accordance with this Article, Sections G (Retention of Position) and H (Return to Work).

## **F. OTHER**

### **1. Court/Jury Duty Leave**

An employee who is required to report for jury duty or is subpoenaed to appear before any court, commission board, or other legally constituted body, where the employee is not a party to the action, shall be entitled to leave with pay for the scheduled work hours lost as the result of such duty. For each hour of such leave taken, the employee will be compensated by the University in an amount equal to his/her straight-time rate of pay, as specified in Section H of this Article, less the amount received by the employee from the government for such appearance. An employee who reports for such duty and is excused there from shall immediately contact his/her immediate supervisor and report for work, if requested. In order to be paid by the University for such Leave the employee must submit to Human Resources written proof, executed by the administrator of the court of having served the duration of such duty and the amount of compensation received for such duty.

### **2. Military Leave**

An employee who is unable to report for regularly scheduled work because the employee is required to report for duty as a reserve member of the armed forces or as a member of the Ohio National Guard shall be compensated in accordance with Ohio law.

The University will adhere to any federal or state laws enacted during the term of this Agreement regarding employer responsibilities toward active employees who are members of the armed forces.

To be eligible for this leave and in accordance with federal and state law, the employee is expected to provide the order or written statement from the appropriate military commander to his/her supervisor which shall be forwarded to Human Resources.

### **3. Unpaid Personal Leave**

An employee may apply for and may be granted a leave of absence without pay for reasons not covered by this Agreement. Employees shall give four (4) weeks written notice to the Director of Human Resources of such request, except in cases of emergency. All such leaves require specific approval of the Director of Human Resources and appropriate Vice President and shall not exceed six (6) months in duration from the last day on active pay status. A request for extension of such

leave will be considered if submitted in writing to the Director of Human Resources no later than thirty (30) calendar days prior to the expected return date. Employees on such leave shall be subject to the reinstatement provisions of this Article, Section F, Retention of Position.

#### **4. Paid Personal Leave Day**

Full-time bargaining unit employees, and part-time bargaining unit employees who regularly work thirty-two (32) hours per week, who have completed their new-hire probationary period shall be granted one (1) day of paid personal leave per contract year. Request of such leave must be approved by the appropriate supervisor/coach. This unused personal leave day shall not be carried forward to subsequent contract years.

Part-time bargaining unit employees who regularly work less than thirty-two (32) hours per week, and who have completed their new-hire probationary period, shall be granted one (1) pro-rated day of paid personal leave per contract year. For example, a part-time employee who regularly works 20 hrs./week, will receive a “day” off equivalent to four (4) hours. Request of such leave must be approved by the appropriate supervisor/coach. This unused personal leave day shall not be carried forward to subsequent contract years.

#### **5. Union Leave – Unpaid**

The University will allow a total of thirty (30) unpaid working days to be granted to bargaining unit members to attend Union business each year. Any one member may use up to ten (10) days of such leave in any contract year. With the specific approval of the University President, total Union leave time may be extended to forty (40) days of which up to twenty (20) days may be used by an individual in a contract year. A request for union leave shall be submitted to the appropriate supervisor/coach at least ten (10) working days prior to the requested time off. Such leave shall be granted to only one (1) bargaining unit member from any one (1) work area.

Upon election of an SSU bargaining unit member to Local President or Local Vice President, up to eight (8) hours per week unpaid leave time for union business is permitted. This leave should be taken in blocks of not less than four (4) hours. The union officer will obtain prior approval of the leave from his/her supervisor on a weekly basis so that scheduling of work can be accomplished. Such approval will not be unduly or unreasonably denied.

#### **6. Voluntary Employee Reduced time (VERT)**

Full-time employees may apply for an unpaid voluntary employee reduced time (VERT) or work schedule for a designated period of time but not to exceed three (3) months duration in a 12-month period. Approval of a VERT is at the discretion of the supervisor and no employee can be required to apply for such leave.

University provided health and life insurance will remain in effect for the duration of a VERT and the employee will return to his/her previous position at the conclusion of the approved reduced time/leave.

Positions eligible for a VERT include:

- a. Those in which a temporary reduction in workload is possible or anticipated due to seasonal or program requirements;
- b. Those in which the distribution of duties to the remaining staff or other support areas is achievable during the normal workday;
- c. Those in which the service and work expectations can be adequately maintained even with the reduced schedule.

Application forms for a VERT are available in the Human Resources Department. Either party may discontinue this program by written notice to the other party.

#### **G. RETENTION OF POSITION**

Upon an employee's request to return to work from any approved leave as defined in this Article, paid or unpaid, up to a maximum of six (6) months, the employee shall be returned to the same position which s/he held prior to such leave. If such leave time exceeds six (6) months, up to a maximum of twelve (12) months, the University will place such employee in the same or similar position in which the employee possesses the required qualifications necessary to perform the essential responsibilities.

#### **H. RETURN TO WORK**

In case of leave as a result of illness, a signed statement of the general nature of illness or fitness may be required by the University prior to return to work upon completion of the approved leave. Failure to submit such a statement, if required, may result in refusal to allow the employee to return to active pay status. Falsification of such a statement may result in termination of employment.

When the University requires an examination by a physician of its choice, the University shall pay the cost of the examination.

#### **I. RATE OF PAY**

Except as otherwise noted in this Article, for any paid leave taken under this Article, an employee shall be compensated at the straight-time rate of pay. Only hours of leave for which an employee is paid shall be deemed hours for work for the purpose of computing overtime pay under this provision.

#### **J. INSURANCE CONTINUATION**

1. The University will continue group health insurance throughout the period of an approved paid leave.
2. The University will continue group health insurance for a maximum of six (6) months for an approved disability leave that extends beyond paid time.
3. The University will continue group health insurance as provided in the Family Medical Leave Act (FMLA) of 1993 as currently amended.
4. The University will offer group health continuation and conversion benefits as provided under the Consolidated Omnibus Reconciliation Act (COBRA).

**ARTICLE 17****SENIORITY/PROBATIONARY PERIODS****A. GENERAL**

1. "Seniority" means the length of an employee's continuous employment service as a bargaining unit employee with a hire date prior to November 7, 1994 with Shawnee State University or its predecessors expressed in terms of "Seniority Years."
2. Seniority is calculated from the first day worked by the employee as set forth in this Article, Sections B, Full-time employees or D, Regular part-time employees, whichever is applicable, and shall include the time spent on approved leaves of absence.

**B. FULL-TIME EMPLOYEES**

A full-time employee hired prior to November 7, 1994 shall be credited with seniority for uninterrupted, continuous employment with Shawnee State University, or its predecessors or any previously recognized Ohio state agencies, in such full-time status. Such credit shall be on the basis of one (1) year of seniority for each year of employment.

Full-time bargaining unit hired on or after November 7, 1994 shall be credited with seniority only for uninterrupted, continuous employment with Shawnee State University or its predecessors. Such credit shall be on the basis of one (1) year of seniority for each year of employment.

Seniority awarded to an Administrative Technical Support Staff (ATSS) employee transferred into the bargaining unit prior to November 7, 2004 shall retain such seniority throughout the bargaining unit assignment.

**C. PROBATIONARY PERIODS****1. Newly Hired Employees**

A newly hired employee shall be considered probationary for a period of one-hundred eighty (180) calendar days, unless mutually extended by the University and the Union for an additional thirty (30) calendar days, from the date of employment in a bargaining unit position. Probationary employees are covered by this Agreement in accordance with its terms except that the final step of the grievance procedure, arbitration, is not available to a probationary employee. During the probationary period, employees can be terminated at the University's discretion.

- a. At or near the midpoint of the new-hire probationary period (e.g. 90 days), a mid-term probationary performance evaluation is required. *A meeting with the employee and the supervisor shall be scheduled to conduct this evaluation. The appropriate union representative will attend the meeting.* Performance progress including any deficiencies, training needs and other work-place issues will be discussed at this meeting. If necessary, an action plan and date for a follow-up meeting will be scheduled.
- b. Time spent as a temporary employee will be applied toward this probationary period if such employee is hired without a break in service into the regular position which was held in temporary service. If a temporary employee is hired without a break in service to a similarly classified position, the employee will serve at least thirty (30) days of the probationary period in regular service. In either case, terms of this Agreement are not applicable to employees serving in a temporary position.
- c. An employee with less than 180 days in his/her current position may be granted bidding privileges for a specific position by mutual agreement of the University and the Union.

## **2. Employees Changing Positions**

An employee who moves to a new bargaining unit position shall be considered on probation for a period of ninety (90) calendar days. This time will be used for adequate on-the-job orientation of position requirements and evaluation of the skills and abilities of the employee in the new assignment.

If, during the probation, the University determines that an employee is unable to perform the requirements of the new position, such employee shall be returned to his/her prior position. In such case where the employee is returned to the prior position, the rate of pay shall be adjusted to the rate held previously.

## **D. REGULAR PART-TIME EMPLOYEES**

Effective with the ratification of this Agreement, regular, part-time employees will be credited with one-half (1/2) seniority year for each uninterrupted and continuous employment year with Shawnee State University or its predecessors.

## **E. LOSS OF SENIORITY**

An employee's seniority shall terminate if such employee:

1. Quits or resigns
2. Is discharged
3. Is laid off for a period of more than twenty-one (21) consecutive months (see Article 30 G)
4. Fails to report to work as scheduled after leave of absence or layoff

An employee's seniority shall stop accruing during the time such employee holds an administrative or ATSS position. If such employee returns to the bargaining unit, his/her seniority will be calculated based on years of continuous service less time spent as an administrator or ATSS.

Employees re-employed after termination of seniority shall not regain credit for such terminated seniority.

# **ARTICLE 18**

## **REPORT-IN/ABSENCE AND TARDINESS AND EMERGENCY CLOSING**

### **A. REPORT-IN**

All employees covered under the terms of this Agreement shall be at their assigned report-in locations ready to commence work at their starting time. For all employees, extenuating and mitigating circumstances shall be taken into consideration by the University in dispensing discipline.

### **B. ABSENCE AND TARDINESS**

1. In the case of absence or tardiness, it is the obligation of each employee to personally, unless physically incapacitated, notify his/her immediate supervisor/coach or point person for Self Directed Work Teams, or in their absence, the next higher level supervisor, prior to the employee's normal reporting times or, if such is impossible, as soon thereafter as possible.

2. Regular attendance at work is expected from all bargaining unit employees. The University may consider several different factors in determining excessive absenteeism, including but not limited to the following:
  - a. The overall attendance record of the bargaining unit employee. The use of approved vacation time or comp time will not be considered when determining excessive absenteeism.
  - b. Patterns of absence in conjunction with certain days off, or particular work assignments or other identifiable patterns or “unexcused” absences. It is acknowledged that any discipline associated with absenteeism shall be in compliance with Article 19, Discipline.

### **C. EMERGENCY CLOSING**

1. For purposes of this Article, the University shall be considered closed when the President, or designate, announces that the University is closed for business due to inclement weather or other emergency conditions beyond the University’s control. Official notice of University closing shall be communicated through the local media and established internal communication procedures.
2. Bargaining unit employees shall not report for work during an emergency closing unless they have been called in or their supervisor has granted prior approval. It is the responsibility of the bargaining unit employee to determine whether or not the University is closed.
3. When an emergency closing occurs prior to the normal start time, bargaining unit employees will receive their regular wage rate for the hours they are not permitted to work, not to exceed eighty (80) hours of paid time per fiscal year. Employees may request vacation or accumulated comp time for hours that exceed the fiscal year maximum (eighty hours).
4. Bargaining unit employees who are called in by their immediate supervisor shall receive two and one-half (2 ½) times their regular hourly wage rate for all hours worked.
5. When the University is closed during the course of regular business hours, employees who are asked to continue to work in order to complete their normal assigned duties, shall be compensated at two and one-half (2 ½) times their normal wage rate for the remainder of their scheduled shift. If employees are required by their immediate supervisor to work beyond their normal scheduled shift, they will receive two and one-half (2 ½) times their normal wage rate for the overtime hours worked during an emergency closing. Employees who are released from work due to the emergency closing shall receive their normal hourly wage rate for the balance of their scheduled shift.

## **ARTICLE 19**

### **DISCIPLINE**

- A. No bargaining unit member shall, for disciplinary reasons, be reduced in pay or position, discharged or removed except for just cause. All disputes concerned with disciplinary actions will be processed through Article 6, Grievance Procedure.
- B. The University agrees that it will not unreasonably or arbitrarily delay in the processing of any contemplated disciplinary action. The provisions of this Article shall apply only to actions taken for disciplinary reasons. Demotions as used in this Article shall not mean demotion while on probation.
- C. The University will follow the principles of progressive discipline. Disciplinary action shall be reasonable and commensurate with the offense. Disciplinary action shall include:

1. Verbal reprimand, with appropriate notation in file.
  2. Written reprimand.
  3. Suspension(s).
  4. Termination.
- D. The University shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass, or coerce an employee.
- E. An employee shall be entitled to the presence of a union representative at an investigation interview upon request and if s/he believes that the interview may be used to support disciplinary action against him/her. This request may be made prior to the interview or any time during such interview.
- F. An employee has the right to a hearing prior to the imposition of a demotion, suspension, or termination. Prior to the meeting, the employee and his/her steward shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. A union representative can be present at such hearing.
- G. At the discretion of the University, in cases where the event is of such serious nature, the employee may be suspended with pay until an investigation is conducted.
- H. The University shall make a final decision on the recommended disciplinary action as soon as reasonably possible but no more than fifteen (15) calendar days after the conclusion of the pre-discipline hearing.
- I. If the final decision is made to impose discipline, the employee and the Local Union Official shall be notified in writing. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.
- J. A copy of a written reprimand issued to an employee shall be given to the Local Union Official.

## **ARTICLE 20**

### **REDUCTION IN FORCE/RECALL**

#### **A. NOTICE**

Should the University decide a force reduction is necessary; the University will meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

When the University determines that a reduction of the work force will be implemented, where possible the University will give the affected employee(s) and the Local Union President (or designee) advance written notification no later than fifteen (15) working days prior to the contemplated effective date.

#### **B. REDUCTION PRIORITY**

1. Where a reduction in the work force of the University or of any department is necessary, the University will achieve such reduction on the basis of available work within each job classification. Layoffs shall be in the inverse order of seniority provided, however, that the University can retain a less senior employee possessing essential certifications or licenses required by the University or the department and issued by a federal, state or local government, or a recognized professional association.
2. The University will effect such force reduction on a University or departmental basis in keeping with the following:

- a. The layoff of seasonal and casual employees, and intermittent employees as defined in Article 2 (C), Recognition;
  - b. The layoff of probationary employees as defined in Article 17 (C) (1);
  - c. The layoff of part-time employees;
  - d. The layoff of full-time employees.
3. Any employee who would otherwise be laid off may bump the least senior employee as follows:
    - a. In their bumping series as outlined in Appendix C, or
    - b. In another bargaining unit classification previously held with the University and for which the employee remains qualified to perform all work available.
  4. An employee who elects not to bump shall not lose rights to recall to his/her regular job, but shall lose future bumping rights for the duration of the layoff.
  5. No employee shall be able to bump into an apprentice position.

#### **C. RECALL PRIORITY**

1. The University will determine when it is necessary to fill a vacancy or increase the bargaining unit work force following a layoff/force reduction.
2. The University will recall a laid off employee (with un-expired recall rights) to his/her original position held prior to the layoff.
3. Vacant positions made available by the University and not filled pursuant to paragraph 2 will be posted internally prior to extending an offer of recall to any other laid-off employee. If no employed bargaining unit candidate is qualified or accepts the vacant position, an employee eligible for recall will be offered the position if the employee meets the posted requirements.
4. An employee who has elected to bump into a lower classification retains reinstatement rights to his/her original position. Such employee shall have an opportunity to return to that original position for a period of 21 months from the bumping date before any other laid off employee with lesser seniority will be recalled or a new employee hired.

#### **D. RECALL NOTICE**

1. It is the obligation of each laid off employee to keep the Human Resources Department informed in writing of his/her current address and phone number in the event a recall may occur. The University fulfills its obligation as to recall by mailing the recall notice to such address.
2. When the University desires to recall an employee from layoff, it shall notify him/her by registered or certified mail to the employee's most current address as shown on the records of Human Resources. Within seventy-two (72) hours of receipt of such notice, the employee must contact Human Resources in person, by phone, or by telegram, advising of the acceptance of the recall.
3. The employee must report back to work within eight (8) calendar days after the date the recall notice was tendered. Such time may be extended to a maximum of fourteen (14) calendar days due to personal illness. The employee shall provide a physician's statement attesting to the illness or disability.
4. Failure to comply with any of the time limits set forth above, or failure to keep the University informed concerning the latest correct address shall result in forfeiture of all recall rights.

**E. FAILURE TO ACCEPT RECALL OR REPORT**

1. If an employee refuses a recall offer to the same position held prior to the layoff, then the employee shall forfeit any remaining recall rights.
2. If, after posting procedures are concluded, an offer of recall to a different position in the same pay grade is refused, the employee forfeits any remaining recall rights.
3. If, after posting procedures are concluded, an offer of recall to a lower position is refused, the employee shall forfeit recall rights to that position. The University is not obligated to offer more than two (2) opportunities for recall to lower positions.
4. Recall will not be offered to a higher classification; however, the laid-off employee may elect to bid on such vacancy according to established bidding procedures (see Article 11, (B) (5), Job Vacancies). It is not the responsibility of the University to advise the laid off employee of available posted positions.
5. If an employee accepts a recall offer but fails to respond according to notice timelines or fails to report as outlined in this Article, Section D, that employee shall forfeit any remaining recall rights.

**F. INSURANCE**

The University will permit the laid-off employee to participate in group insurance programs as required by the continuation and conversion rights under COBRA legislation. Such employee must meet any program requirements and pay premiums and related costs as are authorized under state and federal regulations.

**G. RECALL RIGHTS**

An employee's right to be recalled from layoff under this Article shall continue for twenty-one (21) months following the date of layoff.

**ARTICLE 21****CONTRACTING OF WORK**

- A. It is not the University's intent to contract to the harm or detriment of its employees. However, the University reserves the right to contract for goods and services to the extent not inconsistent with applicable law.
- B. In the event of such contracting out or subcontracting, no employee shall be laid off, forfeit recall rights, or take a reduction in pay as a result thereof.
- C. Nothing in this Article shall be construed to affect any current contracts, or their renewal, or to prevent any contracting which does not produce any of the foregoing prohibited results.

**ARTICLE 22****RETIREMENT**

- A. All bargaining unit employees, as required by Ohio statutes and regulations, shall participate in the Ohio Public Employees Retirement System (OPERS) or the Alternative Retirement Plan (ARP).

- B. The mandated OPERS contribution shall continue to be taken from each employee's paycheck. The University shall continue to contribute the mandated rate. All retirement contributions are controlled by Ohio Public Employees Retirement System and are subject to change upon their direction.
- C. The University shall continue to administer the retirement program in compliance with the regulations and requirements of OPERS.
- D. Any alternative retirement plan(s) adopted by the Ohio legislature that requires the University to permit the enrollment of classified employees (as defined by O.R.C. 124) will be made available to bargaining unit employees in accordance with the provisions of that law.

## **ARTICLE 23**

### **BULLETIN BOARD**

- A. The University will provide one locked, glass-enclosed bulletin board in an agreed-upon location which may be used by the Union for posting notices of the following types:
  - 1. Union recreational and social events
  - 2. Union elections
  - 3. Results of Union elections
  - 4. Union appointments
  - 5. Union meeting notices
  - 6. Rulings or policies of the Union
- B. It is understood that the purpose of said bulletin board is to provide the Union with a means of communicating official Union business such as above referenced. No posted material shall contain any critical, misleading, or scurrilous attacks upon the University or any individual. The key for the board shall be maintained by the Local Vice President who shall be responsible for posting all Union materials.

## **ARTICLE 24**

### **EDUCATIONAL SCHOLARSHIPS**

#### **A. GENERAL PROVISIONS**

- 1. The University will provide undergraduate scholarships for all full and part-time bargaining unit employees (including those laid-off employees who have un-expired recall rights) and dependents of full and part-time (as defined in this Article) for instructional, general and out-of-state fees.
- 2. All necessary and required forms must be completed, including completion of the fee waiver form, at least two (2) weeks prior to the beginning of the class.
- 3. The maximum lifetime allowance per person for benefits under this Article shall be 160 semester hours, 240 credit hours, or the equivalent combination of quarter and semester hours (2 semester hours = 3 quarter hours).
- 4. Enrollment must follow regular registration procedures.
- 5. Those programs or courses which have special admission requirements for class size limitations will be available to employees in the same manner as available to the general student population,

and employees shall be required to compete for admission into these programs or courses with other student applicants.

6. If an employee/dependent is eligible for Pell or OCOG grants, such funds will apply against applicable educational expenses as stipulated by the grant.
7. No employee or his/her dependent will be entitled to scholarship money, nor will the University be required to pay, for any classes that have been already taken by the employee or the dependent and failed or otherwise not successfully completed by such employee or dependent (excluding withdrawals from courses prior to the Census date as defined in the Glossary of Terms of this Agreement). Withdrawals after the Census date, due to extenuating circumstances, may be considered for potential scholarship upon approval by the Human Resources Director (or designee).

#### **B. BARGAINING UNIT EMPLOYEES.**

1. Enrollment in undergraduate courses are permitted at Shawnee State University up to a maximum of two courses not to exceed eight (8) credit hours per semester for full-time employees and six (6) credit hours for part-time employees. If an employee is registered in a course of study prior to his/her retirement, the retiree may request a scholarship reimbursement for four (4) credit hours per semester for one academic year. Reimbursement will be made at the end of the semester with evidence of successful completion of the course with a grade of C or better.
2. In order to avoid interruptions on the job, employees shall register for classes which meet outside of their regular work schedules. An exception may be made for one class per semester if: a) the employee has prior supervisor approval; b) the course is ONLY AVAILABLE during normal work hours; c) the course is REQUIRED for completion of a degreed program; and, d) a flexible schedule can be arranged which contains forty (40) hours/week, not to exceed eight (8) hours in any given day.
3. If an employee/dependent/retiree is eligible for Pell or OCOG grants, such funds will apply against applicable educational expenses as stipulated by the grant.

#### **C. FULL-TIME AND REGULAR PART-TIME EMPLOYEES' DEPENDENTS.**

1. Dependent is defined as the full-time and/or part-time bargaining unit employee's spouse or any children twenty-four (24) years of age or younger and dependent upon the employee as defined under IRS rulings.
2. Full-time employees: The University will provide scholarships for dependents of full-time employees to pay for instructional, general, and out-of-state fees up to a lifetime maximum of 160 semester hours, 240 quarter hours, or the equivalent combination of quarter and semester hours (2 semester hours = 3 quarter hours).
3. Part-time employees: The University will provide scholarships for dependents of part-time employees regularly working at least twenty (20) hours per week for up to six (6) credit hours per semester for instructional, general, and out-of-state fees up to a lifetime maximum of 160 semester hours, 240 quarter hours, or the equivalent combination of quarter and semester hours (2 semester hours = 3 quarter hours).
4. Instructional and general fees to attend undergraduate classes at Shawnee State University will be waived for two (2) years following the disability date for dependents of full-time employees who are placed on OPERS disability retirement, after the effective date of this agreement, up to a maximum 160 semester hours, 240 quarter hours, or the equivalent combination of quarter and semester hours (2 semester hours = 3 quarter hours).

5. Upon an employee's retirement or death during active service, instructional and general fees will be waived for a period of two (2) years following the separation date, if the employee worked for SSU for five (5) years or more in full-time status. The maximum benefit will be 80 semester hours, 120 quarter hours, or an equivalent combination of quarter and semester hours.
6. All dependents requesting a scholarship under this Article must:
  - a. Apply for and use the Ohio College Opportunity Grant (OCOG), if eligible,
  - b. Apply for and use the Pell grant, if eligible. The Pell funds will be used for applicable educational expenses as stipulated by the grant.

## **ARTICLE 25**

### **SELF-DIRECTED WORK TEAM (SDWT)**

#### **A. PROGRAM**

It is the intent of the University to continue operating the custodial function utilizing the self-directed work team approach and in accordance with established SDWT Operating Guidelines.

#### **B. POINT PERSON PAY DIFFERENTIAL**

There will be a pay differential for those formally serving as primary and secondary point persons on the SDWT. Effective the first full pay period after appointment as a primary or secondary point person, a rate of \$0.50 per hour increase will be applied to the primary point person's hourly wage rate and \$0.25 per hour increase to the secondary person's hourly wage rate. The adjusted wage rate will be included in the calculation of overtime for the point persons. These point persons will be appointed and continue these assignments in accordance with established SDWT operating guidelines. Once the assignment rotation is completed (expected to be June 30), each primary and secondary point person's wage rate will return to the pay grade and step rate in effect at the time of their return to regular SDWT duties.

#### **C. PROGRAM DISCONTINUATION**

It is acknowledged that the SDWT program is a unique and different approach to completing assigned functions in the workplace. Should the decision to discontinue this program be made by either SSU or the SDWT, the custodial duties and responsibilities will be evaluated and graded in accordance with the hourly classification system in effect at the time of such decision.

## **ARTICLE 26**

### **MAINTENANCE APPRENTICESHIP PROGRAM (MAP)**

#### **A. PROGRAM**

The Maintenance Apprenticeship Program (MAP) provides a means, when possible, for internal growth and advancement opportunities for University employees. The MAP also may be utilized to identify and select qualified external apprentice applicants, when qualified internal applicants are not available.

A committee, consisting of two (2) management and two (2) CWA representatives, will review, update, and modify the MAP guidelines prior to the implementation of the MAP.

The MAP Committee will establish the special requirements for the apprentice vacancy. The requirements may be revised or modified as deemed necessary by the MAP Committee. MAP positions will be posted in accordance with Article 11, B. (2), posting.

## **ARTICLE 27**

### **CROSS TRAINING PROGRAM (CTP)**

- A. In the interest of staff development, an employee, his/her immediate supervisor and the receiving supervisor, may voluntarily agree to a temporary cross training assignment. This training opportunity is not intended to conflict with provisions outlined in Article 11, Job Vacancies, Posting and Reassignment, paragraph C., Temporary Assignment. Experience gained during cross training assignments may be considered in the meeting of minimum requirements as listed on job postings.
- B. Time spent in a CTP as provided in this Article will be considered working time.
- C. The wage rate during a CTP will remain the employee's current wage rate or rate of the duties which are assumed, whichever is less.
- D. A CTP assignment shall not exceed a ninety (90) day period. Such assignment may be on a part time basis. Employees will be eligible for no more than two (2) CTP assignments during the life of this Agreement. In an effort to minimize service and/or operational disruptions, the number of CTP assignments at any one time will be limited at management's discretion.
- E. Since the purpose of the CTP is to provide a means for employees to gain experience and knowledge helpful for future positions, it is understood that at no time will employees be required to participate in a CTP assignment in a different department or area. Likewise, no grievance will be filed if an employee's request for a CTP assignment is denied by management.

## **ARTICLE 28**

### **GENERAL PROVISIONS**

#### **A. IN-TERM BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to negotiate on any subject and neither shall be obliged during the term of this Agreement, to re-negotiate any subject covered herein or to negotiate on new matters or University practices or procedures, whether or not covered by the express provisions herein.

#### **B. POLICY CHANGES**

The University shall make any and all necessary changes in its policies, procedures, and practices necessary to be consistent with the terms and conditions of this Agreement.

**C. EFFECT OF LAW**

1. To the extent permitted by Ohio Revised Code Chapter 4117, any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any and all provisions of state or local laws or ordinances pertaining to the same subject.
2. If, during the life of this Agreement, it is determined that a part of this Agreement is contrary to federal law or any state law which may not be superseded under Chapter 4117 O.R.C., thereby making any part of the Agreement inoperable, such shall be reason for the parties to meet within thirty (30) calendar days or as soon thereafter as is practicable to attempt to agree upon provisions concerning such subjects which will comply with such legislation.

**ARTICLE 29**

**NO STRIKES OR LOCKOUTS**

**A. NO STRIKES**

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

**B. NO LOCKOUTS**

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

**ARTICLE 30**

**DURATION**

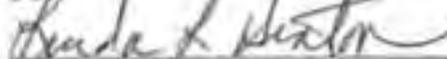
This Agreement became effective on November 7, 2013 and shall remain in full force until 12:00 midnight, November 6, 2016.

BY:



Rita Rice Morris, President  
SHAWNEE STATE UNIVERSITY

BY:



Linda Hinton, Vice President  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

### Appendix A - Classification Titles and Grades/Levels

<b>Administrative &amp; Academic Office Support</b>	
<b>Classification Title</b>	<b>Level</b>
International Student Services Assistant	B
Office Assistant	B
Secretary I	B
Secretary II	B
Secretary III	B
Academic Secretary I	C
Counseling Representative	C
Development Representative	C
Health Sciences Representative	C
Student Success Center Representative	C
TRIO Center Representative	C
Vern Riffe Center for the Arts, Representative	C
Academic Secretary II	D
Events & Conference Services, Representative	D
Graduate Programs Representative	D
Institutional Effectiveness Representative	D
Pre-Professional Services Representative	D
<b>Customer and Student Services</b>	
<b>Classification Title</b>	<b>Level</b>
Clinical Attendant	A
University Center Attendant	A
Print Shop Assistant	B
Receiving/Mail Services Specialist	B
Campus Scheduling Specialist	C
CPO/Sports Center Representative	C
Press Operator/Finisher	C
Print Shop Operator	C
Student Life Specialist	C
Student Records Technician II	C
Athletics Representative	D
Box Office Representative	D
Bursar Specialist	D
Financial Aid Specialist	D
Printing Services Representative	D
Purchasing Representative	D
Registrar Specialist	D
Service Center Associate	D
Student Life Associate	D

<b>Facilities/Maintenance</b>	
<b>Classification Title</b>	<b>Level</b>
Custodian – SDWT	A
Painter	B
Utility Worker	B
Facilities Representative I	C
Facilities Representative II	D
General Maintenance Mechanic	D
General Facilities Technician	E

<b>Financial</b>	
<b>Classification Title</b>	<b>Level</b>
Account Clerk I	C
Account Clerk II – Development	C
Account Clerk II - Accounts Payable	D

<b>Library and Media Services</b>	
<b>Classification Title</b>	<b>Level</b>
Library Specialist I	B
Office of Instructional Technologies (OIT) Assistant	B
Library Specialist II	C
Library System Support Specialist	D

<b>Information Systems</b>	
<b>Classification Title</b>	<b>Level</b>
UIS Support Technician	D
Sr. UIS Support Technician	D

### Appendix B - Hourly Wage-Rate Schedule

<b>Appendix B - Hourly Wage-Rate Schedule</b>												
<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>A</b>	12.04	12.41	12.91	13.43	13.97	14.45	14.89	15.34	15.81	16.21	16.62	16.86
<b>B</b>	13.24	13.64	14.19	14.76	15.36	15.90	16.38	16.88	17.39	17.83	18.28	18.54
<b>C</b>	14.57	15.01	15.62	16.25	16.90	17.48	18.01	18.56	19.12	19.60	20.09	20.39
<b>D</b>	16.03	16.52	17.19	17.88	18.60	19.23	19.81	20.41	21.03	21.56	22.10	22.43
<b>E</b>	17.63	18.16	18.89	19.65	20.44	21.15	21.79	22.45	23.13	23.71	24.31	24.68

**Appendix C - Force Reduction Bumping Series**

Bumping is allowed within the series for any classification(s) listed as the same grade/level or any lower grade/level listed below it (the lowest grade/level is an “A” Level and the grades get higher as they progress in the alphabet) provided:

- 1) the person bumping possesses all posted requirements of the position; and,
- 2) the person bumping possesses greater seniority than the person holding the position, and
- 3) the person holding the position is the least senior employee at that grade level.

Full-time employees can bump full-time or part-time employees, and part-time employees can bump only part-time employees.

Bumping is not allowed from one series to another unless the affected employee has previously held the classification (see Article 20 B. 3.) and remains qualified (see Article 11 A. 4.).

If a classification is not listed below, then the parties agree to discuss appropriate placement in the pertinent series, and then the Human Resources Department shall update this list prior to any reduction in force.

**SERIES A**

- D Account Clerk II
- D Bursar Specialist
- D Financial Aid Specialist
- D Purchasing Representative
- D Registrar Specialist
- D Service Center Associate
- C Account Clerk I
- C Development Account Clerk II
- C Development Representative

**SERIES B**

- D Academic Secretary II
- D Athletics Representative
- D Box Office Representative
- D Events & Conference Services Representative
- D Facilities Representative II
- D Graduate Programs Representative
- D Institutional Effectiveness Representative
- D Pre-Professional Services Representative
- D Student Life Associate
- C Student Life Specialist
- C Student Records Technician II

**SERIES C**

- C Academic Secretary I
- C Campus Scheduling Specialist
- C Counseling Representative
- C Facilities Representative I
- C Health Sciences Representative
- C Student Success Center Representative
- C Trio Center Representative
- C Vern Riffe Center for the Arts Representative
- B International Student Services Assistant
- B Secretary III

**SERIES D**

- D Library System Support Specialist
- C Library Specialist II
- B BASICS Office Assistant
- B Library Specialist I
- B Office of Instructional Technologies Assistant
- B Receiving/Mail Services Specialist
- B Secretary I
- B Secretary II
- A Clinical Attendant
- A University Center Attendant

**SERIES E**

- E General Facilities Technician
- D General Maintenance Mechanic
- C CPO/Sports Center Representative
- C Maintenance Worker
- B Painter
- B Utility Worker
- A Custodian

**SERIES F**

- D Printing Services Representative
- C Press/Finisher Operator
- C Print Shop Operator
- B Print Shop Assistant

**SERIES G**

- D UIS Sr. Support Technician
- D UIS Support Technician

\*INCUMBENT MUST POSSESS POSITION REQUIREMENTS/CERTIFICATIONS IN ORDER TO BUMP LOWER CLASSIFICATION.

**A**

**ABSENCE AND TARDINESS ..... 36**  
**Appendix A Classification Titles and Grades ..... 47**  
**Appendix B - Hourly Wage Rate Schedule.. 47**  
**Appendix C – Force Reduction Bumping Series..... 48**

**B**

**BULLETIN BOARD..... 41**

**C**

**CHILDREN’S LEARNING CENTER..... 28**  
**COMPENSATORY TIME..... 23**  
**CONTRACTING OF WORK..... 40**  
**CROSS TRAINING PROGRAM (CTP) .... 44**

**D**

**DEDUCTIONS**  
 DUES AND ASSESSMENTS ..... 25  
 ELECTIVE..... 25  
 INDEMNIFICATION ..... 26  
 REQUIRED ..... 25  
**DISCIPLINE..... 37**  
**DURATION ..... 46**

**E**

**EDUCATIONAL SCHOLARSHIPS**  
 BARGAINING UNIT ..... 42  
 DEPENDENTS ..... 42  
 GENERAL ..... 41  
**EMERGENCY CLOSING ..... 37**

**G**

**GENERAL PROVISIONS ..... 44**  
 EFFECT OF LAW ..... 45  
 IN-TERM BARGAINING ..... 44  
 POLICY CHANGES..... 44  
**GLOSSARY OF TERMS ..... 5**  
 Active Pay Status ..... 5  
 Calendar Day ..... 5  
 Calendar Year..... 5  
 Census Date..... 5  
 Contract Year ..... 5  
 Employee..... 5  
 Employment Year ..... 5  
 Fiscal Year..... 5  
 Full-time Employee..... 5  
 Job Classification ..... 5  
 Leave of Absence ..... 5  
 Local Union Official ..... 5  
 Regular Part-time Employee ..... 6  
 Regular Rate of Pay..... 6  
 Self Directed Work Team (SDWT) ..... 6

Self Directed Work Team (SDWT) Operating Guidelines .....6  
 Temporary, Intermittent Employee .....5  
**GRIEVANCE PROCEDURE..... 10**  
 ACCESS ..... 10  
 DEFINITION..... 10  
 FAILURE TO ADVANCE..... 11  
 FAILURE TO ANSWER ..... 11  
 INFORMAL ..... 11  
 LACK OF AUTHORITY ..... 11  
 Level I..... 11  
 Level II..... 12  
 Level III ..... 12  
 Level IV ..... 12  
 Level V ..... 13  
 REPRESENTATION ..... 10  
 TIME LIMITS EXTENDED ..... 11  
 WITHDRAWAL ..... 11  
 WRITTEN ..... 11  
**GROUP INSURANCE ..... 26**  
 COMMITTEE..... 27  
 CONTINUATION ..... 27  
 CONTRIBUTIONS ..... 26  
 ELIGIBILITY ..... 26  
 FSA ..... 28  
 GROUP LIFE ..... 27  
 RX CO-PAYMENTS ..... 26  
 WAIVING ..... 26

**H**

**HOLIDAYS ..... 19**  
 AMOUNT OF HOLIDAY PAY ..... 19  
 CELEBRATED ..... 19  
 ELIGIBLE EMPLOYEES ..... 19  
 ON LEAVE OF ABSENCE ..... 19  
 SCHEDULES ..... 20  
 SUBSTITUTE ..... 20  
 WORK ON ..... 20  
**HOURS OF WORK ..... 22**

**I**

**INTRODUCTION ..... 7**

**J**

**JOB CLASSIFICATIONS ..... 15**  
**JOB VACANCIES..... 20**  
 PERMANENT ..... 22  
 POSTING ..... 21  
 TEMPORARY ASSIGNMENTS..... 22

**L**

**LEAVES OF ABSENCE ..... 28**  
 ACTIVE AND INACTIVE ..... 28  
 DISABILITY LEAVE..... 30  
 FAMILY LEAVE..... 31

FMLA..... 31  
 INSURANCE CONTINUATION..... 34  
 OTHER..... 32  
   Court/Jury Duty..... 32  
   Military..... 32  
   Paid Personal..... 33  
   Union unpaid..... 33  
   Unpaid Personal..... 32  
 VERT..... 33  
 RATE OF PAY..... 34  
 RETENTION..... 34  
 RETURN TO WORK..... 34  
 SICK LEAVE..... 28

**M**

**MAINTENANCE APPRENTICESHIP PROGRAM (MAP)..... 43**  
**MANAGEMENT RIGHTS..... 9**  
**MEAL AND REST PERIODS..... 16**

**N**

**NEGOTIATIONS..... 8**  
**NO STRIKES OR LOCKOUTS..... 45**  
**NON-DISCRIMINATION..... 8**

**O**

**ON-CALL..... 23**  
**OVERTIME..... 23**

**P**

**PARKING AND ATHLETIC CENTER FEES..... 17**  
**PAY PLAN/WAGES..... 24**  
**PERFORMANCE EVALUATIONS..... 14**  
**PERSONNEL FILES..... 14**  
**PROBATIONARY PERIODS..... 35**  
   Employees Changing..... 36  
   Newly Hired Employees..... 35

**R**

**RECOGNITION..... 7**

**REDUCTION IN FORCE**

**FAILURE TO ACCEPT..... 40**  
**INSURANCE..... 40**  
**NOTICE..... 38**  
**PRIORITY..... 38**  
**RECALL NOTICE..... 39**  
**RECALL PRIORITY..... 39**  
**RECALL RIGHTS..... 40**  
**REPORT-IN..... 36**  
**RETIREMENT..... 40**

**S**

**SAFETY ISSUES AND EQUIPMENT..... 16**  
**SELF-DIRECTED WORK TEAM (SDWT)..... 43**  
**SENIORITY..... 35**  
   FULL-TIME..... 35  
   GENERAL..... 35  
   LOSS OF..... 36  
   REGULAR PART-TIME..... 36

**U**

**UNIFORMS AND TOOLS..... 16**  
**UNION STEWARDS AND OFFICIALS..... 13**  
**UNIVERSITY HEALTH CLINIC..... 28**  
**UNIVERSITY NATATORIUM AND ATHLETIC CENTER..... 28**  
**UNIVERSITY STAFF ASSEMBLY (USA)..... 8**

**V**

**VACATIONS..... 17**  
   ACCRUAL DATE CHANGE..... 18  
   ACCUMULATION AND USE..... 18  
   ELIGIBLE EMPLOYEES..... 17  
   ENTITLEMENT..... 17  
   HOLIDAY DURING VACATION..... 19  
   RATE OF PAY..... 19  
   SCHEDULING..... 18

**W**

**WORK RULE DISTRIBUTION..... 17**