

# AGREEMENT

between

WRIGHT STATE UNIVERSITY

and

General Truck Drivers, Chauffeurs,  
Warehousemen and Helpers

Local Union No. 957

affiliated with

The International Brotherhood of  
Teamsters

November 30, 2006 – November 29, 2009

*Maintenance Group*

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## Article 1

### General Provisions

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

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

Section 2. Non-discrimination. The University and the Union recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices. The University and the Union recognize the moral principles involved in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate or harass because of race, color, creed, religion, sexual orientation, national origin, sex, age (40 or over), disability, veteran status, union affiliation, or political belief.

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

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

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

## **Article 2**

### **Recognition and Coverage**

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

## **Article 3**

### **Management Rights**

Section 1. Management Rights. The University retains the sole and exclusive right to manage its operations and direct the work force. The right to manage shall include but is by no means limited to the authority to determine the mission of the University and to carry out that mission efficiently including the transfer, alteration, curtailment or discontinuance of any operations or facilities; establish policy and procedures governing and affecting all operations of the University; utilize personnel and manage University operations in the most effective and efficient manner possible; manage and direct University employees, including the right to hire, promote, transfer, assign, lay off or for just cause to demote, suspend, discharge or discipline University employees; establish work rules and rules of conduct; determine job duties and classifications; determine hours of work and work schedules; determine standards of quality and performance; determine the size and composition of the work force.

The foregoing enumeration of rights, prerogatives, and responsibilities is not intended to be all-inclusive and shall not be construed to abridge others; all rights, powers, and authority which the University has ever had heretofore, except those specifically abridged or modified by this Agreement, are retained by the University. Should the University fail to exercise any of its rights or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

## **Article 4**

### **No Strike - No Lockout**

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

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

## Article 5

### Grievance Procedure: Arbitration

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

Section 2. Procedure. In order to be considered, a grievance must be filed at the first step in writing, on the form provided by the University and agreed to by the Union, within twenty (20) days of the occurrence of the event which gave rise to the grievance, except that when an employee first becomes aware, or in the exercise of reasonable diligence should have become aware, of its occurrence at a later date, the grievance may be filed within twenty (20) days of that time, but in no event more than forty (40) days after the occurrence of the event which gave rise to the grievance. Prior to filing a grievance, an employee shall first attempt to resolve the matter informally with the employee's manager or designee. This informal discussion may be waived only by agreement of the University and the Union.

- Step 1 - The grievance shall be presented to the employee’s immediate supervisor or designee. The supervisor or designee shall meet with the grievant and a Union Representative to discuss the grievance. The supervisor or designee shall respond to the employee with a copy to the Union Representative in accordance with the provisions of Article 12 Section 20, within fourteen (14) days from the date the grievance is received.
  
- Step 2 - If the grievance is not resolved at Step 1 and the Union wants to process it further, the grievance shall be presented to the Department Director or designee. The Department Director or designee shall meet with the grievant and a Union Representative to discuss the grievance. The Department Director or designee shall respond to the employee with a copy to the Chief Steward in accordance with the provisions of Article 12 Section 20, within fourteen (14) days from the date the grievance is received at Step 2.
  
- Step 3 - If the grievance is not resolved at Step 2 and the Union wants to process the grievance further, a meeting shall be held with the AVP of Human Resources or designee with the grievant, the grievant’s Union Steward and/or the Union Business Representative to discuss the issue. The AVP of Human Resources or designee shall notify the grievant with a copy to the Chief Steward in accordance with the provisions of Article 12 Section 20 within fourteen (14) days of the final written decision on the grievance.

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

Section 2A. The Union and the University may mutually agree in writing to waive Steps 1 and/or 2 of the procedure if the grievance is of a nature that cannot be resolved at those levels.

Section 2B. All time limits referred to herein may be extended and/or waived by mutual written agreement between the parties.

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

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

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

Section 4. Witnesses, Expenses. The University agrees to allow the grievant any necessary employee witnesses requested by the grievant time off with pay only for time which the employee witnesses are required to attend the arbitration hearing during their regularly scheduled work hours. In view of the necessity to maintain University operations, the University retains the discretion for reasonable scheduling of employee witnesses. Each party shall compensate its own representatives and witnesses. Fees and expenses of the arbitration shall be borne equally by the parties. The fees and expenses of the arbitration are defined as follows:

- (a) The fees and expenses of the arbitrator used in the case.
- (b) Hearing room and other expenses related to the arbitration proceedings.

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

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

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

Section 6. Arbitration Jurisdiction. Only disputes involving the interpretation or application of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement, nor impose on either party a limitation or obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. The arbitrator's decision shall be final and binding.

Section 7. Notification. The Union will be responsible for notification to a grievant and the Union witnesses of the time and place of the arbitration or grievance hearing.

Section 8. Compliance with Supervisor Direction. Pending resolution of any grievance processed under this Agreement, the employee involved shall comply with the direction of the employee's supervisor, unless such direction clearly involves circumstances which could result in bodily harm to the employee and/or other employees.

## **Article 6**

### **Union Security; Dues Deduction**

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

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

Except for those employees who voluntarily signed deduction authorization forms, bargaining unit employees as of November 30, 1985, are not required to pay dues or fair share fees. However, after November 30, 1985, newly hired employees will be required as a condition of employment to have the University deduct a fair share fee from their wages which shall not exceed the dues established for other employees. The Union will comply with the fair share fee rebate standards and procedures required by law.

Section 3. Union Certification. The Union shall certify to the University the amounts due from the employees.

Section 4. Time of Deduction. The University shall make deductions for dues, fair share fees and assessments from the pay on the first classified pay date in each calendar month. Deductions for initiation fees and/or arrearages shall be made from the pay on the second classified pay date in each calendar month. If the employee is not paid on that pay date in any month, the University will not accrue a payable against the employee for that month, unless the employee has received University pay in the prior month. The maximum accrual under any circumstances is two (2) months.

Section 5. Payment to Union. A check in the total amount of Union deductions withheld shall be sent to the Union within thirty (30) days from the date of making said deductions.

Section 6. Indemnification. The Union shall indemnify the University against any and all expenses, claims, lawsuits, or forms of liability whatsoever that shall arise out of or by reason of action taken or not taken by the University in compliance or attempted compliance with the provisions of this Article.

Section 7. D.R.I.V.E. The University agrees to deduct, from the paycheck of all employees covered by this agreement, voluntary contributions to DRIVE. DRIVE shall notify the University of the amounts designated by each contributing employee that are to be deducted from his/her first paycheck of the month following the receipt of the amounts from DRIVE. If the employee is not paid on that pay date in any month, the University will not accrue an arrearage against the employee for that month. The University will transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the University annually for the University's actual cost for the expenses incurred in administering the payroll deduction plan.

This section will become effective with the first paycheck of March 2007.

## **Article 7**

### **Union Representation**

Section 1. Stewards. The Union may select six (6) stewards to represent the employees covered by this Agreement. With the exception of the Chief Steward, each steward shall represent a designated work area. At least one steward shall work and represent the second or third shift employees. No steward, excluding the Chief Steward, shall represent the same work area. The Union shall furnish the University with the names of the stewards and the specific work areas or shift they have been designated to represent. This list shall be kept up-to-date by the Union. Time away from the job for Union business shall not be granted unless an employee is on the list of stewards. Such permission shall not be unreasonably denied.

Section 2. Chief Steward. One of the six (6) stewards shall be designated the Chief Steward. The Chief Steward shall coordinate the activities of the other stewards and act as chief

spokesperson for the Union. The Chief Steward shall not displace the regular stewards. The Chief Steward may act in the capacity of a steward when the steward is not available.

### Section 3. Union Activity.

- (a) Stewards shall be responsible for the investigation of grievances and the representation of area employees in disciplinary matters. When a supervisor interviews an employee, the employee may have a steward present to the extent required by law. Stewards may also need to conduct authorized Union activity. No employee shall be discriminated against for Union membership or activity, but stewards and other Union representatives shall be subject to the same rules and working conditions as other employees. Prior to engaging in any authorized activity, the steward shall seek permission from the steward's immediate supervisor. If a steward needs to conduct such authorized activity in another work area, the steward shall seek permission from the steward's immediate supervisor and the supervisor of the work area the steward wishes to enter. Permission shall not be unreasonably refused.
- (b) The University shall provide the Union with appropriate office space for use by the designated stewards. The parties agree that to the greatest extent possible, and in all non-emergency matters, all union activity by the stewards will be conducted in the Union office at the appropriate designated times agreed to by the parties. The office hours for the first shift shall be from 2:30 to 3:30 p.m. Monday thru Friday. The office hours for the second and third shift shall be from 12:00 a.m. to 1:00 a.m. on Monday through Thursday.
- (c) The University shall schedule due process meetings and grievance meetings to begin no later than 2:00 p.m., Monday through Friday unless there are extenuating circumstances that require the meetings to be conducted at other times.

### Section 4. On Duty Pay.

- (a) The University will continue the pay for witnesses reasonably required for grievance, due process and disciplinary matters processed under the terms of this Agreement.
- (b) The University will continue the pay for members of the Labor Management Committee and its subcommittees when attending such meetings.

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

Section 5. No Loss - No Gain. Activity in all of the preceding circumstances shall result in no loss or no gain of pay.

Section 6. Steward/Executive Board Meetings. Stewards may have one meeting a month. Attendance at such meetings shall result in no loss of pay or increase of pay to the steward. Each monthly meeting shall begin no earlier than 2:30 p.m.

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

Section 7. Bulletin Boards. The University agrees to furnish twelve (12) two feet by three feet (2' x 3') glass-enclosed bulletin boards with locks at locations to be mutually agreed to on a periodic basis, as needed.

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

Section 8. Facility Access for Union Employees. The Union will be permitted reasonable use of University facilities and buildings for the purpose of holding meetings of employees with the prior approval of the University and providing that facilities are available and have been reserved under applicable University rules.

Section 9. Facility Access for Non-Employees. Non-employee representatives of the Union shall have access to the University during normal working hours with the prior approval of the University's Assistant Vice President of Human Resources or designee, which approval shall not be unreasonably withheld, and providing there is no interruption of University operations and subject to University rules applicable to other non-university persons.

## **Article 8**

### **Seniority, Layoff, Recall**

Section 1. Seniority. An employee's seniority shall begin on the date the employee last commenced work as an employee and since which the employee has remained in continuous service. Pro-rated seniority for a part-time employee shall be calculated by dividing the employee's total number of hours worked, beginning on the date the employee last commenced work as a part-time employee and since which the employee has remained in continuous employment by 2,080 hours.

The University shall give the Union an alphabetical list of bargaining unit employees and their date of permanent hire and current classification after the effective date of this contract. The University shall also send in writing to the Chief Steward each month a list of bargaining unit employees that the Department of Human Resources has received notification of being hired or terminated during the prior thirty days. This list shall include the name, classification, department, date of hire or termination, termination code, if known, and pay rate for each bargaining unit employee.

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

- (a) fails to report to work within the prescribed time limits after leave of absence or layoff,
- (b) retires,
- (c) engages in gainful employment during a leave of absence (except a leave expressly granted for such purpose), or
- (d) is absent for four (4) consecutive work days without approval of the University, which approval shall not be unreasonably withheld.
- (e) is laid off for the period of time as follows:
  - (1) for employees with less than two (2) years of continuous service with the University eighteen (18) months,
  - (2) for employees with more than two years but less than ten years continuous employment with the University twenty-four (24) months,
  - (3) for employees with more than ten (10) years but less than twenty (20) years continuous employment with the University thirty (30) months,
  - (4) for employees with more than twenty (20) years of continuous service with the University thirty-six (36) months.

Section 3. Probationary Employees. Employees shall be considered original probationary employees for the first one hundred twenty (120) days of employment. Employees serving an original probationary period in the bargaining unit shall not have access to the grievance procedure and may be dismissed with or without cause. Upon successful completion of the probationary period, an employee's seniority shall be retroactive to the employee's date of hire. Employees transferring to another bargaining unit position shall receive a one hundred twenty (120) day probationary period. If the employee does not successfully complete the new probationary period, the employee may return to the same job title, classification and pay rate, including any pay adjustment the employee would have received if he/she had not transferred.

When the new position or a current position is one which requires a license, the employee shall have a reasonable amount of time within which to receive a license. A reasonable amount of time shall be determined on a case by case basis, depending on the license. A transferred employee failing to obtain a necessary license within the determined period shall be returned to

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

Section 4. Layoff. When the University determines that the number of employees in a job classification shall be reduced, the University shall lay off employees in that job classification in reverse order of their seniority in the following sequence: seasonal, temporary, less than fifty percent (50%) FTE part-time, over fifty percent (50%) FTE part-time, full-time probationary and full-time employees. The University shall provide at least thirty (30) calendar days advance notice of layoff. Bumping may be exercised by an employee only to a lateral position or a lower-paid classification within the bargaining unit which the employee is qualified to perform.

Section 5. Recall. Employees shall be recalled from layoff in a job classification in the reverse order they were laid off. Recall notice will be mailed by certified mail to the employee's home address as last submitted to the University Department of Human Resources. The employee must signify in writing within ten (10) days of the receipt date of the recall notice, but no longer than thirty (30) days from the postmarked date of the notice, the employee's intent to return to work. If an employee does not respond in the required time, or if the employee timely responds but does not return to work on the date scheduled in the recall notice, the employee will be struck from the recall list.

Section 6. Position Vacancy Notification. The University shall provide the Chief Steward a copy of the WSU POST.

## **Article 9**

### **Hours of Work**

Section 1. Work Schedules. The right to establish the work schedule of employees is the sole and exclusive prerogative of the University. Except as set forth below, no employee covered by this Agreement shall be scheduled to work a split shift. A split shift does not include calling an employee back to work after the conclusion of the employee's regular shift, or calling the employee in early to begin the employee's shift. The University shall not change an employee's regular starting time by more than one hour with less than four (4) days prior notice, except for emergencies. A split shift is defined as two or more non-consecutive regularly scheduled work periods on any regularly scheduled work day. None of the provisions of this Article shall be construed as a guarantee of any schedule of work, or any minimum or maximum hours of work, except that full time employees shall work a forty (40) hour minimum work week. The regular work week shall consist of consecutive work days followed by consecutive days off except in cases of overtime. Examples of scheduling possibilities, but not an inclusive list, are five (5) consecutive eight (8) hour work days, four (4) consecutive ten (10) hour work days or four (4) consecutive nine (9) hour work days with one four (4) hour day followed by consecutive days off. Employees shall receive a non-paid half-hour lunch break and two (2) fifteen (15) minute paid rest periods during each eight (8) hour work day. If the supervisor and the employee mutually agree, the two (2) breaks and lunch period may be combined into one lunch period.

The parties recognize the unique staffing and scheduling requirements that pertain to custodial employees working at the Nutter Center. To that end, custodial work at the Nutter Center and McLin Gymnasium shall constitute a unique classification of “Custodial Services Worker Events.”

At the discretion of the University, Custodial Services Worker Events may be assigned split shifts to accommodate unique staffing and scheduling needs. Further, schedules for these employees will not be changed by more than one hour with less than four (4) days prior notice, except for emergencies. The job rate for Custodial Services Worker Events shall be one dollar (\$1.00) above the job rate of the Custodial Services Worker.

It is recognized and agreed that there may be times when Custodial Services Worker Events staffing is insufficient to adequately staff for an event, or that there may be events scheduled with such frequency that it is appropriate to provide relief to the Custodial Services Worker Events. In such cases, the University will provide opportunities for other Custodial Services Workers in the bargaining unit to work events. If the work schedule at the Nutter Center (including split shifts) is different than the schedule normally assigned to these other Custodial Services Workers, the University will provide four (4) days prior notice before the start of the reassignment. For same day coverage due to a call off, employees reassigned shall only be required to work their scheduled shift and shall not be required to work a split shift. Employees that are reassigned to the Nutter Center will be paid the same job rate as a Custodial Services Worker Events for all hours worked at the Nutter Center. If overtime is required, employees will be selected using the current overtime rosters and rotated accordingly.

Section 2. Overtime Pay. Employees shall be paid one and one half (1-1/2) times their regular hourly rate for all time worked in excess of forty (40) hours per 7 day work period. For the purposes of this Agreement, hours worked includes all time in paid status. When an employee is required to work the second or third shift or to work weekend duty, those employees shall be paid the applicable shift differential set forth in Article 21 Section 3. The shift differential will be treated as part of the base rate for computation of overtime.

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

Subject to all legal limitations, an employee may elect to take compensatory time off in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. The compensatory time will be taken at a time mutually convenient to the employee and the University.

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

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

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

Section 3. Overtime Assignment. The University in its sole discretion shall determine when overtime work is necessary. When it becomes necessary to assign overtime work, employees then working on the job requiring overtime work shall receive the overtime assignment. When additional overtime work is required, employees in the particular job classification shall be assigned overtime.

For scheduled overtime that is not contiguous with the regular work schedule, employees shall receive a minimum of two (2) hours of pay.

When additional overtime work is required after all employees in the job classification have been assigned, employees within the same department who are qualified to do the work shall be assigned. Employees who accept overtime following their regular shift shall be granted a fifteen (15) minute rest period between the shift and the overtime or as soon as operationally possible.

Section 4. Rotation of Overtime Opportunity. When the University determines overtime is necessary, the University will rotate overtime opportunities among qualified full time employees who normally perform the work that is being assigned for overtime. The University agrees to maintain current overtime rosters which shall be made available to the Union steward upon request. Said rosters will include a list of overtime hours worked, refused, unavailable and total hours of overtime offered. The employees within the department or unit who on the roster have the fewest aggregate hours worked and/or hours refused or unavailable, among those qualified to perform the work being assigned, shall be called first. Employees on sick leave, vacation or comp time shall be charged with the amount of overtime as being unavailable.

An employee who is offered but refuses an overtime assignment or is unavailable shall be credited on the roster with the amount of overtime refused or unavailable.

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

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

In an effort to minimize inconvenience to employees, the University will attempt to schedule work assignments in advance and within normal work hours. In those cases when it is determined that initiation or completion of a job assignment is necessary outside normal work hours, employees may be held over or called into work early and required to work other than their normal shift subject to the provisions of Sections 2, 3 and 4 of this Article. The University will make every effort to notify employees of tasks that qualify as "hold over" assignments on or before noon on the day in question.

Bargaining unit employees shall not be unjustly denied the opportunity to work available overtime. If the University fails to offer an overtime opportunity to an employee who should have received an opportunity to work the necessary overtime, the University shall pay said employee as if the employee had worked the overtime in question.

Section 5. Emergency Work Assignment. When the University determines that overtime or call back is required because of emergency conditions as defined in Article 12, employees are required to perform those assignments.

Section 6. Call In/Call Back Pay. When the University calls an employee in to work on a day the employee is not otherwise scheduled or requires an employee to report back to work from the employee's home after conclusion of employee's normal work schedule and the call in/call back period is not contiguous with the employee's normally scheduled shift, the employee shall receive a minimum of four (4) hours of pay at the appropriate hourly rate consistent with the terms of the contract, plus any applicable shift differential.

Section 7. Pay When University is Officially Closed. Employees who are required to work when the University is declared officially closed for emergency reasons will receive two times their base hourly rate of pay for each hour worked.

## **Article 10**

### **Safety**

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

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

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

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

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

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

An employee who finds the equipment, vehicle or job site to which the employee is assigned to be in an unsafe or inoperable condition, posing threat of immediate and serious physical injury, shall report such finding to the immediate supervisor. Upon being so notified, the supervisor or his designee shall inspect the condition and determine if it is safe and operable. The supervisor shall notify the employee of the decision in writing. If the employee still feels that the condition was unsafe, then the employee may report the condition to the Department of Environmental Health and Safety. The Department of Environmental Health and Safety will investigate the condition and make its recommendations in writing. If the condition is not corrected, the employee may file a grievance.

Abuse of this section may be cause for disciplinary action.

Section 5. Examinations. Physical, mental or other examinations required by a government body or the University shall be promptly complied with by all employees, provided, however, the employer shall pay for all such examinations. Results of the examinations must be made available to the University and the employee. The University shall not pay for any time spent for examination of applicants for jobs. When examinations are conducted outside an employee's working hours, the University shall pay employees for time spent at the place of examination and for time spent going to and from the place of said examination. If employees are required to take examinations during their working hours, they will be paid at their regular hourly rate for time spent in those examinations and for actual travel time going from campus to the examination location and return from the examination location back to campus.

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

Section 6. Safety Footwear. Each employee shall receive one (1) pair of appropriate safety footwear at the beginning of employment and one (1) pair after the successful completion of the original probationary period. Thereafter, employees needing replacement safety footwear shall submit the safety footwear needing replacement to the purchasing agent. If the safety footwear is non-serviceable, the purchasing agent will issue a purchase order for the replacement of the safety footwear. Employees whose shoes appear serviceable will have the opportunity to have documented particular problems with their feet which require replacement of their shoes.

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

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

## **Article 11**

### **Labor Management Committee**

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

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

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

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

Section 4. Agenda. An agenda shall be prepared prior to the meeting covering the items to be discussed. The agenda will be distributed to each member of the committee at least one (1) week in advance of any meeting. It is understood that problems and conditions leading to grievances and problems which relate to negotiable subjects may, from time to time, be discussed by the committee, but any such discussions shall not in any way affect the resolution of grievances or collective bargaining negotiations, since specific procedures covering grievances and negotiations are provided elsewhere. The members chairing the meeting will be responsible for the preparation and distribution of the agenda for the meeting.

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

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

Section 7. Job Required Certificates and Licenses - The University will continue to pay for any approved training, testing or fees required to obtain or maintain a certificate or license that is required by state or federal law or University policy to perform the employee's assigned duties.

## **Article 12**

### **Miscellaneous**

#### Section 1. Meaning of Terms.

- (a) "Agreement" means this Agreement and includes any supplements or amendments to this document agreed to in writing by the parties.
- (b) "Day" unless otherwise defined, means calendar day, beginning at 12:00 midnight and ending at 11:59:59 p.m.
- (c) "Employee" unless otherwise defined, means bargaining unit member.
- (d) "Qualified" means that in the assessment of the Department, in consultation with the Department of Human Resources (where applicable), the employee has the ability, experience, dependability and physical fitness to perform the job.
- (e) "Minimum qualifications" means that, in the assessment of the Department, in consultation with the Department of Human Resources, the employee meets the minimum job specifications based on job experience, education, yearly evaluations, testing and/or interviews. A bargaining unit employee with active discipline of a written warning or suspension shall not be considered qualified.
- (f) "Work day" means any day on which the employee in question is scheduled to work. The work day begins at the start of the regularly scheduled shift and extends for 24 hours.
- (g) "Regular hourly rate" means the rate paid to an employee set forth in Exhibit A exclusive of overtime or shift differential premium.

- (h) "Work unit" means a distinct or separate facility or function as designated by the University. A work unit may be a department or a distinct identified unit within a department.
- (i) "Emergency" means a sudden or unexpected turn of events calling for immediate action.
- (j) "Tardy" means reporting for work after the start of the scheduled work shift or returning late from lunch or breaks.

Section 2. Shift/Work Schedule/Work Location Changes and Posting. When any position vacancy creates an opportunity within any classification for changes to shifts, work schedules or work locations, the opportunity shall be given to the most senior employee(s) within the classification who desire the change. There will be no probationary period for an employee who accepts this opportunity unless that employee is currently serving an original probationary period in which case, a new probationary period will begin.

When the University determines within its sole discretion that there is a job which the University wishes to fill, that job will be posted in accordance with the provisions of this Agreement and University rules not inconsistent with this Agreement. Career development of its employees is important to the University. When filling vacant bargaining unit positions, the University will give first consideration to current qualified bargaining unit members who notify the University of their interest in filling the vacant bargaining unit position.

After all opportunities for lateral transfers have been exhausted, bargaining unit positions shall be posted as follows:

- (a) Step 1 – The position will be posted as an opportunity for all bargaining unit employees. If no bargaining unit employees apply, or none that apply meet the minimum qualifications, the position will be posted according to Step 2. Should one or more bargaining unit employees who meet the minimum qualifications apply for the vacant position, the position shall be awarded to the most qualified bargaining unit member. Further, when two or more bargaining unit employees are equally most qualified, the position will be awarded to the most senior bargaining unit employee.
- (b) Step 2 – If no bargaining unit employees apply, or none that apply meet the minimum qualifications, the position shall be posted and filled via the University's customary hiring process.

Section 3. Employee Addresses and Telephone Numbers. Each employee must submit to the University Department of Human Resources and to the director of the department/work unit and to their supervisor an accurate address and telephone number which are kept current by the employee for receipt of all communications from the University.

Section 4. Working Out of Classification An employee assigned by the employee's supervisor to work in a job classification which pays a higher job rate shall receive the job rate of that higher classification for the period of time the employee is assigned to it, provided (a) the assignment is for a period greater than two (2) work hours, (b) the assigned employee must perform all the functions normally performed by the employee replaced, and (c) the position has a higher degree of responsibility than that normally worked by the employee.

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

When an employee is assigned by his or her supervisor to perform some but not all of the functions for a higher paid job classification for more than two (2) hours, the University shall continue its current practice of awarding a 5% premium.

Section 5. Review of Personnel File. Employees shall be allowed to review all their personnel folders alone or with another bargaining unit employee or a steward, along with someone from the appropriate department, at any reasonable time upon sufficient advance request. Materials in an employee's personnel folder may be disclosed only in compliance with state and federal law. The employee may have copies of material for a reasonable fee. Employees may include rebuttals to material for inclusion in the file.

Section 6. New and Changed Jobs. The University shall have the right to determine job content and from time to time change job content. When a new job is created or an existing job is substantially changed, the University shall notify the Union of the job created or changed and also of the assigned rate of pay. The Union shall have the right to meet and negotiate with the University regarding the rate of pay if the rate of pay is changed or if the job is substantially changed. The Union shall not have the right to strike over such midterm changes, nor shall the University lock out affected employees. However, the University and the Union agree that if the parties cannot reach an agreement during their negotiations over this issue, it shall be submitted to binding interest arbitration pursuant to the provisions of Article 5 of this Agreement. No employee in a job which is substantially changed shall have the employee's regular hourly rate reduced as a result of the change except as provided for in Section 14. When a job description is changed, a copy of the new description will be given to the employee and the Chief Steward.

Section 7. Pay at Termination. An employee who is terminated from the University will receive compensation, compensatory pay and vacation pay owed the employee at the employee's next scheduled pay date after termination or within one (1) week, whichever is later.

Section 8. University Pay. The University shall distribute paychecks by direct deposit to employees biweekly. Employee contributions to the Public Employees Retirement System will be deducted on a pre-tax basis.

Section 9. Lie Detector. The University will not require or request an employee of this bargaining unit to take a lie detector test.

Section 10. Contracting Out. Wright State University and the Union agree that employees' jobs will not be eliminated by reason of a practice of contracting out and that existing employment opportunities of employees should not be unnecessarily reduced by reason of management contracting out work. The University, moreover, agrees that it is its policy to fully utilize its employees, under circumstances in which it is reasonable and practicable to do so, in the performance of work which the employees have historically performed to produce its services.

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

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

Section 11. The Wright Way. The Chief Steward shall receive two (2) copies of The Wright Way Policy Manual within thirty (30) days of ratification of this Agreement and all updates within thirty (30) days of their publication.

Section 12. Records. Records of disciplinary actions shall be disregarded and shall not be considered for progressive disciplinary action at the expiration of the periods outlined below, provided the employee has no intervening disciplinary action:

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

Section 13. Parking. Bargaining unit employees shall pay for parking at the same rates as other University classified employees; however, in no event shall bargaining unit employees pay more than one-hundred twenty-five dollars (\$125) per year for parking during the life of this Agreement.

Section 14. Job Audits. Each employee may request, and shall be granted, a job audit once each contract year, or when the duties and responsibilities of the position have changed significantly. A request for a job audit must be submitted, in writing, to the Department of Human Resources. Once the job audit has been completed, the bargaining unit employee will be notified in writing of the audit result.

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

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

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

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

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

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

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

Section 15. Performance Evaluations. When the University conducts a performance evaluation of any employee, a copy of the performance evaluation shall be provided to the employee in writing. An annual performance evaluation is the minimum requirement. Offices/departments are encouraged to provide informal evaluation of their employees as needed throughout the year. If the employee is not satisfied with the performance evaluation, the employee shall have the right to appeal the performance evaluation in the same manner as other classified employees.

Section 16. Call-in Procedure. When an employee is unable to report for work, or believes that he or she may be late to work, he or she shall, except for extenuating circumstances, notify his or her supervisor at least thirty (30) minutes prior to his or her scheduled start time by contacting his or her supervisor or by leaving a voice mail message. Supervisors for each work unit shall issue directives for implementing this section, which may not be more restrictive than this section.

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

Section 17. Full-time Union Position. If any employee covered by this Agreement is elected or appointed to a full-time position with Teamsters Local Union No. 957, said employee shall be granted an unpaid leave of absence for the length of his or her service with Teamsters Local Union No. 957 in said full-time position. Once the employee is no longer in a full-time position with Teamsters Local Union No. 957, he or she shall be able to return to work to the same or similar position, if vacant, or to another position for which he or she is qualified within the bargaining unit at the pay and benefits provided for that position at the time of his or her return, and without loss of seniority.

Section 18. University Mail System. The Union shall be permitted reasonable use of employee mailboxes and University mail service for communication with bargaining unit members.

Section 19. Tardy. Employees will be expected to be at work on time. Excessive and habitual tardiness will be considered cause for progressive disciplinary action.

Section 20. Notifications Related to Discipline and Grievances. The University may use electronic mail to communicate with the Union regarding the scheduling and conclusions of due process meetings and grievance hearings.

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

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

## **Article 13**

### **Discipline**

Section 1. Discipline. The Union recognizes the University's obligation to maintain a safe, orderly, and productive workforce, and its special obligations to its students and the University community for maintaining an appropriate working and living environment. It is agreed that there will be certain situations and circumstances which the University must address by the application of disciplinary action. The parties further agree that not all situations and circumstances are the same. Therefore, the University agrees to follow the principles of just cause, when taking disciplinary action, and will make a general distinction between "minor" and "major" offenses when considering disciplinary action. In general, the University will follow the principle of progressive discipline in administering discipline to employees; however, the University reserves the right to determine when the serious nature of an employee's offense

requires that the University take accelerated disciplinary action. The University will not discharge or suspend a non-probationary employee without just cause.

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

Examples (list is not inclusive) of minor offenses best addressed by progressive discipline include poor performance, chronic absenteeism, disregard for instructions and/or work procedures, absence from an assigned work area without sufficient reason, extended break or meal periods that constitute an absence from the employee's assigned work area, late arrivals and/or early quits, minor insubordination, minor negligent damage to University equipment and/or property, and other similar types of offenses.

Examples (list is not inclusive) of major offenses best addressed by accelerated or summary discipline or discharge include cases of the use, sale, or possession of controlled substances on the job, arriving for work intoxicated or otherwise impaired by substance abuse or ingestion, theft, fraud, verbal and/or physical threat to another person, serious and/or chronic disregard for safety policies, instructions and/or work procedures, ethnic intimidation, major intentional damage to University equipment and/or property, sleeping on the job, gross insubordination, or similar serious offenses.

Section 2. Discharge. If the University discharges an employee, the University will notify the employee in writing of the reason for the discharge and will provide to the employee a due process meeting to the extent required by law. If the employee does not attend the due process meeting without prior approval from the AVP of Human Resources, or designee, disciplinary action including dismissal may be taken against the employee. Postponement of the meeting requested by the Union shall not be unreasonably denied. If the University discharges an employee, that employee will receive salary and vacation pay owed the employee at the employee's next scheduled pay date after discharge or within one (1) week, whichever is later.

Section 3. Disciplinary Notification. When the University determines that an employee has violated laws, rules, regulations, or is guilty of other misconduct and determines that verbal or written warning, or reprimand shall be issued, such communication shall be issued to the employee within fourteen (14) days from the date of the event(s), or discovery by the University, whichever is later. Further, provided that in the case of violations of rules and regulations, said period shall not exceed thirty (30) days.

Section 4. Due Process Meetings. When the University determines that an employee has violated laws, rules, regulations, or is guilty of other misconduct that may result in suspension, disciplinary demotion or discharge, a due process hearing shall be held by the AVP of Human Resources or designee within twenty-one (21) days of the event(s) or discovery by the University, whichever is later.

No more than fourteen (14) days from the date of the due process hearing, the employee and the Chief Steward shall be informed in accordance with the provisions of Article 12 Section 20 of the decision of the AVP of Human Resources or designee.

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

## **Article 14**

### **Leaves**

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

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

- (a) Illness or injury of the employee or a member of the employee's immediate family.
- (b) Death of a member of the employee's immediate family, not to exceed five (5) work days.
- (c) Medical, dental or optical examinations of the employee or the employee's immediate family if such examinations cannot be conducted during the employee's off-duty hours. The employee will furnish the employee's supervisor with proof of the need for the examination during working hours.
- (d) If an employee is afflicted with or exposed to a contagious disease, and the presence of that employee would jeopardize other employees as stated in writing by a physician, that employee shall take sick leave.

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

When an employee seeks sick leave for the illness or injury of either the employee or a member of the employee's immediate family, the attending physician's attestation that the employee was unable to work or that the attendance of the employee was necessary to care for the family member shall be required for absences from work of the employee in excess of five (5) consecutive work days.

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

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

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

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

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

## Section 2. Patterned Sick Leave Usage

- A. If an employee has sufficient sick leave accruals (defined as forty (40) hours of sick leave accrual), and there is no evidence of patterned sick leave usage (as defined below), the University shall grant sick leave upon the written request of the employee. In cases of extended illness, that is illness which lasts more than five (5) consecutive work days, or suspected sick leave abuse, as determined by the University, the University may require evidence as to the adequacy of the reason(s) for an employee's absence during the time for which sick leave is requested.
- B. Patterned Sick Leave Usage is defined by any or all of the following:
  - 1. Consistent use of sick leave as soon as it has accrued;
  - 2. Consistent use of sick leave on the same day of the week;
  - 3. Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays;
  - 4. Consistent use of sick leave following overtime assignment;
  - 5. Consistent use of sick leave adjacent to other paid leave.

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

### Section 3. Excessive Use of Sick Leave

- A. The University shall maintain records of sick leave used for each calendar year for all bargaining unit employees. With each utilization of sick leave a determination shall be made whether the absence is certified or uncertified. For purpose of determining certified leaves, FMLA, Workers' Compensation, physician verified hospitalization and recovery and physician verified sick leave use for family or personal use of sick leave shall be considered certified.
- B. Any employee that uses in excess of sixty-four (64) hours of uncertified sick leave in a calendar year will receive:
  - 1. A letter indicating that they have used in excess of sixty-four (64) hours of uncertified sick leave for the calendar year, and
  - 2. Counseling from their supervisor or designee, with a Union steward present, on improving attendance and on the ramifications of using excessive sick leave.
- C. Identified excessive users of sick leave shall be required to certify all further uses of sick leave for the calendar year. Failure to certify further sick leave usage may result in progressive disciplinary action.

Section 4. Military Leave. Bargaining Unit employees shall receive military leave benefits consistent with what is applicable by Wright Way Policy.

Section 5. Personal Leave. Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a maximum duration of six (6) months which may not be extended. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated. Salary and benefits are not continued during a personal leave.

Section 6. Jury Duty. If an employee is required to perform jury duty, the employee shall receive the employee's full wages for that period of required jury service. In order to receive this full University pay, the employee must promptly submit proof of jury service and time served and must promptly return to work during any periods not required to serve on the jury or after service is finished.

Section 7. Disability Leave. Disability leave may be granted for periods of up to six (6) months and may be extended by no more than six (6) month increments up to a maximum period of two (2) years. Disability leave is granted by the University contingent only upon the written statement of the employee's physician and/or the University's physician that the employee is disabled and prevented from performing the normal duties of the position. An employee's accumulated sick leave normally shall be exhausted before disability leave is approved. The

University will continue to pay the University share of the medical, vision, disability and life insurance premiums for not more than two years from the beginning of the leave, provided the employee on disability leave continues to pay the employee portion.

Section 8. Maternity Leave. Maternity leave of absence is a disability leave.

Section 9. Education Leave. Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a duration of up to six (6) months for purposes of education and may be extended by six (6) month increments up to a maximum period of two (2) years. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated.

Section 10. FMLA Set-Off. If any of the leaves taken under this article are for purposes which can be taken under the FMLA, the employee's time off shall run concurrently with available FMLA leave for the applicable period of time. Example: An employee using ten (10) weeks of sick leave for personal illness in a calendar year would only have two (2) weeks of FMLA time available during the same calendar year.

Bargaining unit employees who are placed on FMLA, as determined by the University, shall be notified within the time limits specified by Federal law.

Section 11. Unpaid Leave. Employees whose paid leave balances have been depleted may be granted unpaid leave for emergency situations. When an employee has advance knowledge of the need for unpaid leave, the request for leave must be in writing.

All requests for unpaid leave must be made in advance through the employee's supervisor to the appointing authority or designee. Such approval shall not be unreasonably denied.

Section 12. Transitional Duty. The University will continue its current practice of evaluating a bargaining unit member's ability to work in a transitional assignment where there is an injury. Such evaluations will be made on a case by case basis and will be guided by medical information provided to the University.

## **Article 15**

### **Holidays**

Section 1. Holidays. The following days shall be observed as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The following holidays will be granted, but the University shall schedule observance of these holidays on the dates which it determines serve the best interests of the University: Columbus Day, Presidents Day, and Martin Luther King Day.

Section 2. Holiday Pay. Full-time employees who are working five (5) eight (8) hour shifts shall receive eight (8) hours of holiday pay; and full-time employees working four (4) ten (10) hour

shifts shall receive ten (10) hours of holiday pay. Part-time employees shall receive holiday pay equal to the number of hours they would normally have been scheduled to work. Employees working on holidays shall receive additional compensation for having worked at two (2) times the employee's regular hourly rate plus shift differential, if applicable, subject to the provisions of Article 9 Section 2.

Section 3. To be eligible for holiday pay under this Section, the employee must work his or her regularly scheduled shifts immediately before and immediately after the holiday, or be on approved paid leave.

## **Article 16**

### **Vacation**

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

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

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

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

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

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

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

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

## **Article 17**

### **Employee Benefits**

Section 1. Insurance. The University will continue to provide to benefit-eligible employees in the bargaining unit the University group medical, dental and vision insurance plans (plans) through December 31, 2003. After December 31, 2003, the University reserves the right to modify the benefit levels and out of pocket expenses under the plans (co-pays, coinsurances, deductibles, etc.) and employee premium contributions on the same terms as unrepresented non-academic staff employees covered by the plans. The University also reserves the right to change insurance carriers at any time, to provide benefits similar to the plans.

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

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

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

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

## **Article 18**

### **University Provided Clothing**

Section 1. Uniforms. The University will provide five (5) updated uniforms to bargaining unit employees, as outlined in the University's policy, except that one (1) additional pair of pants and one (1) shirt will be provided to employees who are required to wear uniforms five (5) days per week. Uniforms will be replaced on an as-needed basis. Employees needing a uniform replacement shall submit the uniform(s) needing replacement to their supervisor. If the uniform is worn or damaged, the supervisor will order the replacement uniform(s). Those employees who have been requested by their supervisor to be exempt because of the work performed shall not be required to wear uniforms providing that such exemption has been approved in writing by the University.

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

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

## **Article 19**

### **Drug Testing**

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

## **Article 20**

### **Workplace Violence**

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

## **Article 21**

### **Wages**

Section 1. Across the Board Increases. Effective February 10, 2007, all bargaining unit employees will receive the job rates listed in Exhibit A. Additionally, each bargaining unit employee shall receive a \$300.00 ratification bonus on his/her March 2, 2007 paycheck. Those

employees for whom the job rate listed in Exhibit A represents less than a 2% increase will receive the difference in a one-time, annualized lump sum payment. On November 30, 2007, the job rates and all pay rates will increase by \$0.25 per hour. On November 30, 2008, the job rates and pay rates will increase by \$0.30 per hour.

## Section 2. Wage Structure

A. Employees shall receive, for the first year of employment, 90% of the job rate for that job. In the second year of employment, employees shall receive 95% of the job rate for that job. In the third year of employment, employees shall receive 100% of the job rate for that job.

Example (for illustrative purposes only):

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

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

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

B. Bargaining unit employees not covered by Section 2A above who are promoted will receive the job rate of the new job to which they are promoted. If the bargaining unit employee's current pay rate is above the job rate for their current job, they will maintain the "same relative position" to the job rate of the new job to which they are promoted.

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

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

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

Subsequent pay raises for these employees will be as set forth in Section 1 above.

- C. Bargaining unit employees who are demoted will receive the job rate of the new job to which they are demoted, and thereafter shall receive the contractual pay increases set forth in Section 1 above.
- D. Bargaining unit employees that accept a voluntary demotion will receive the job rate of the new job to which they are demoted. If the bargaining unit employee's current pay rate is above the job rate for their current job, they will maintain the "same relative position" to the job rate of the new job to which they are voluntarily demoted.

For example, a bargaining unit employee is currently being paid \$0.50 per hour more than the job rate of their current job. That bargaining unit employee, when voluntarily demoted, would then move to a pay rate of the new job rate plus \$0.50. Subsequent pay raises for these employees will be as set forth in Section 1 above.

Section 3. Shift Differential. The shift differential of thirty-five cents (.35) per hour will be paid to employees who are regularly scheduled to work the second or third shift and to employees who are regularly scheduled to work weekend duty for all those hours worked on second or third shift or weekend duty.

## **Article 22**

### **Duration**

Section 1. Effective Dates. This Agreement shall be effective from November 30, 2006 until and including November 29, 2009.

Section 2. Negotiation for New Agreement. Not less than one hundred twenty (120) days prior to the termination of the Agreement, either party desiring to terminate, modify, or negotiate a successor collective bargaining agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. Not less than ninety (90) days prior to the termination of the Agreement the parties shall meet for the purpose of discussing the terms

and conditions of a new Agreement. Thereafter, the parties shall follow the provisions of Chapter 4117.14 of the Ohio Revised Code. Voting on acceptance or rejection of the fact-finder's award shall be in accordance with the provisions of O.R.C. § 4117.14(C)(6).

Section 3. Impasse. In the event the parties have not reached a new Agreement by the termination date, the Union and its members shall have the right to strike in accordance with the provisions of Chapter 4117 of the Revised Code, provided that the Union shall give ten (10) days prior written notice of any intent to strike to the University and the State Employment Relations Board.

<b>Exhibit A Title</b>	<b>Year 1 Job Rate</b>	<b>Year 2 Job Rate</b>	<b>Year 3 Job Rate</b>
Automotive Services Technician	\$14.18	\$14.43	\$14.73
Automotive Services Technician Lead	\$17.96	\$18.21	\$18.51
Bindery/Bulk Mail Technician	\$13.20	\$13.45	\$13.75
Building and Grounds Maint Worker 1/LC	\$14.28	\$14.53	\$14.83
Building and Grounds Maint Worker 2/LC	\$16.76	\$17.01	\$17.31
Building Services Worker LC	\$11.54	\$11.79	\$12.09
Carpenter 1	\$15.12	\$15.37	\$15.67
Carpenter 2	\$18.54	\$18.79	\$19.09
Custodial Floor Care Technician	\$10.90	\$11.15	\$11.45
Custodial Services Worker	\$10.54	\$10.79	\$11.09
Custodial Services Worker Events	\$11.54	\$11.79	\$12.09
Custodial Services Worker Lead	\$12.08	\$12.33	\$12.63
Delivery Worker	\$12.31	\$12.56	\$12.86
Driver	\$14.05	\$14.30	\$14.60
Driver Lead	\$14.71	\$14.96	\$15.26
Electrician 1	\$18.14	\$18.39	\$18.69
Electrician 2	\$19.48	\$19.73	\$20.03
Fire Safety Technician	\$17.12	\$17.37	\$17.67
Fire Safety Technician Lead	\$18.00	\$18.25	\$18.55
Grounds Maintenance Equipment Mechanic	\$14.28	\$14.53	\$14.83
Grounds Maintenance Worker 1	\$12.15	\$12.40	\$12.70
Grounds Maintenance Worker 2	\$13.66	\$13.91	\$14.21
Grounds Maintenance Worker Athletics	\$13.66	\$13.91	\$14.21
Grounds Maintenance Worker Lead	\$15.47	\$15.72	\$16.02
HVAC Technician	\$18.21	\$18.46	\$18.76
HVAC/Boiler Operator Technician	\$16.19	\$16.44	\$16.74
Locksmith	\$13.37	\$13.62	\$13.92
Locksmith Lead	\$16.86	\$17.11	\$17.41
Maintenance Worker	\$13.83	\$14.08	\$14.38
Maintenance Worker Assistant	\$13.25	\$13.50	\$13.80
Maintenance Worker Lead	\$16.27	\$16.52	\$16.82
Materials Handler 1	\$12.58	\$12.83	\$13.13
Materials Handler 2	\$14.90	\$15.15	\$15.45
Painter 1	\$14.58	\$14.83	\$15.13
Painter 2	\$17.54	\$17.79	\$18.09
Parking Attendant	\$11.52	\$11.77	\$12.07
Parking Attendant Lead	\$12.63	\$12.88	\$13.18
Plumber 1	\$17.77	\$18.02	\$18.32
Plumber 2	\$20.43	\$20.68	\$20.98
Press Operator	\$16.39	\$16.64	\$16.94
Press Operator Lead	\$17.13	\$17.38	\$17.68
Printing Technician	\$17.43	\$17.68	\$17.98
Recycling Coordinator	\$13.97	\$14.22	\$14.52
Sign Maker	\$13.30	\$13.55	\$13.85
Stationary Engineer	\$18.61	\$18.86	\$19.16

<b>Exhibit A, cont'd Title</b>	<b>Year 1 Job Rate</b>	<b>Year 2 Job Rate</b>	<b>Year 3 Job Rate</b>
Vending Route Driver	\$13.86	\$14.11	\$14.41
Water Treatment Facility Operator 1	\$16.64	\$16.89	\$17.19
Water Treatment Facility Operator 2	\$18.72	\$18.97	\$19.27

## Memorandum of Understanding

Between

Wright State University and Teamsters Local 957

### **Building Automation/Fire Safety Monitors**

During the collective bargaining process, the parties evaluated the work performed by non-bargaining unit employees assigned to Building Automation/Fire Safety Monitor positions. The University agrees that these positions may perform some duties that are typically performed by bargaining unit employees, but disagrees that they are bargaining unit employees because of the duties performed by these employees that pertain to Fire/Safety systems monitoring that are not performed by Maintenance Workers. However, in the interest of collaborative labor relations, the parties have agreed to address the matter as specified below.

1. The positions referenced above will be removed from the Classified Civil Service and will become Maintenance Worker positions as defined by the current collective bargaining agreement;
2. The rate of pay for these positions shall be determined by the collective bargaining agreement's job rate concept as it pertains to Maintenance Worker positions, and based on each affected employee's current hire date. The effective date of transition to bargaining unit employees for affected employees is February 10, 2007;
3. As it pertains to the employees affected by these changes, and employees who may replace them at their current full-time equivalency (FTE), the University reserves the right to maintain or not to maintain:
  - The employees' 75% full time equivalency (FTE), except that the University will not reduce the FTE of affected employees;
  - The historical scheduling practices for these employees that pertain to holidays, except that the University will not reduce employee work schedules or scheduling of holidays for these employees;
  - The use of these employees, exclusive of Article 9 of the collective bargaining agreement, to perform Maintenance Worker tasks in a non-overtime status, up to tasks that begin as straight time and because of continuation become overtime. This provision does not pertain to work the University has determined is overtime;
  - The duties over and above the Maintenance Worker job specification currently performed by the employees who are subject to these classification changes.

This memorandum represents the full and complete agreement between the parties and resolves any and all issues and disputes regarding these positions.

Accepted and Agreed:

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Wright State University

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Date

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Teamsters Local 957

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Date

This Agreement is approved and signed by  
WRIGHT STATE UNIVERSITY

_____ Allan L. Boggs	_____ Date
_____ Gayle E. Berry	_____ Date
_____ R. Emily Hamman	_____ Date
_____ Jeff L. Trick	_____ Date
_____ Cathy Becknell	_____ Date
_____ Christopher R. Felts	_____ Date
_____ Duane B. Cooper	_____ Date

TEAMSTERS LOCAL UNION No. 957

_____ Bill Mills	_____ Date
_____ Carol M. Haag	_____ Date
_____ Jack L. Hockett	_____ Date
_____ Karen E. Weaver	_____ Date
_____ Gary C. Embry	_____ Date
_____ Raymond P. Yates	_____ Date
_____ Lewis B. Robinson	_____ Date