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THE UNIVERSITY OF AKRON

and

COMMUNICATIONS WORKERS OF AMERICA

LOCAL 4302

COLLECTIVE BARGAINING AGREEMENT

Effective October 31, 2012 through September 30, 2015

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ARTICLE 1

INTRODUCTION

Section 1. It is recognized that the University is a public trust operated for the education of students. To that end, both parties recognize their mutual obligation to promote efficient University operations and harmonious relations.

Section 2. The parties will abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any employee on account of race, color, creed, federally protected age, sex, handicap, national origin, Union membership or political affiliation.

Section 3. The parties agree that this Agreement shall be subject to the University's Affirmative Action Plan or any such Affirmative Action Plan adopted by the University in the future or as may be required by law.

Section 4. It is understood that all gender-based references to employees and bargaining unit members in this Agreement refer to both sexes.

ARTICLE 2

ACTIVE PAY STATUS

ACTIVE PAY STATUS The term "active pay status" shall mean time actually worked and paid, compensatory time, paid vacations and holidays, and documented paid sick leave.

ARTICLE 3

UNION RECOGNITION

Section 1. The University of Akron (University) recognizes Communications Workers of America (CWA) as the sole and exclusive bargaining agent for the bargaining unit certified by the State Employment Relations Board ("SERB") on January 10, 1985 in Case No. 84-RC-04-0794.

Section 2. In the event the University changes the title or content of a job classification currently certified as being within the bargaining unit or creates a new job in the resident student dining halls or physical facilities operations center, the University will notify the Union within five (5) work days following any such change or new job and meet (upon request by the Union) to discuss the inclusion of such job in the bargaining unit. If the

parties fail to agree, either may resort to the unit clarification procedures of SERB. The foregoing procedure shall also apply to classifications created in resident student dining hall or physical facility operations as a result of job audits.

Section 3. Full-time temporary employees hired by the University to perform work within the job classifications covered by this Agreement shall become subject to the provisions of this Agreement (including Article 4) on their 121st day of employment, provided: (a) their employment may be terminated at the discretion of the University, not subject to Article 24; and (b) benefits shall be provided to such employees on the same basis as provided by the University to other temporary employees. This section shall not apply to contract employees. The maximum duration for any full-time temporary employee shall be twelve (12) months with the exception of: (a) full-time temporaries who were employed by the University on June 30, 1994; and (b) any full-time temporary who is filling a position of an employee who is on an approved leave of absence.

Section 4. One representative of the Union will have an opportunity to meet with each newly-hired employee during the last week of his or her probationary period for the purpose of furnishing information about the Union. The meeting will be limited to a maximum of sixty (60) minutes and will be paid as time worked.

ARTICLE 4

DUES CHECK-OFF

Section 1. The University will deduct regular monthly dues in the amount certified in writing to the University by the Secretary-Treasurer of CWA from the pay of any

member who timely executes the Union's authorization form which is included at the end of this agreement. No other authorization form will be recognized.

Section 2. Payroll deductions shall be made each pay period during which an employee is in active pay status. In order to commence check-off, the authorization card must be submitted to the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative by the tenth work day prior to the pay day.

Section 3. Members who complete dues deduction authorization cards will have their dues deduction continued for the term of this Agreement subject to their right to request cancellation of dues deduction during the ten (10) work day period immediately preceding any anniversary date of this Agreement. In order to exercise this check-off cancellation right, a member must notify the University and the Union by registered letter during the ten (10) day period.

Section 4. The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability or costs that shall arise out of, or relate to, any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

Section 5. Within sixty (60) days following the effective date of this Agreement, the University will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list will be updated quarterly upon request from the Union.

Section 6. Effective one hundred twenty (120) days following the beginning of

employment, employees in the bargaining unit who are not members in good standing of the Union shall pay to the Union a fair share fee. This does not require any employee to become a member of the Union nor shall the fair share fee exceed dues paid by members of the Union who are members of the bargaining unit. The calculation and administration of CWA's fair share fee shall comply with all constitutional requirements as defined by the federal courts. In order to permit the University a reasonable opportunity to verify CWA's compliance with constitutional requirements, CWA will annually provide the University with the same package of materials which CWA intends to supply to the University's fair share fee payers. Such materials shall be provided to the University no less than 30 days before each annual change in the reduction percentage is scheduled to take effect. If CWA fails to timely provide such materials or if the University obtains a written opinion from the Attorney General of Ohio or special counsel appointed by the Attorney General that CWA's materials do not comply with constitutional standards, the University may place all fair share fees in a suspense account. If the parties are unable to reach a consensual resolution concerning the alleged defects, CWA may invoke arbitration to resolve the dispute as to whether the fair share fees should be released to the Union. The deduction of a fair share fee from the payroll checks of employees and its payment to the Union is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by the ORC 4117.09(c). No employee shall be required to become a member of the Union as a condition for security or retaining employment.

Section 7. The University agrees to make every effort to forward checked-off dues to the Union within two weeks following the second pay day of each month. All remittances shall be mailed by the University to: the Union, 501 3rd Street, N.W., Washington, D.C. 20001-2797 or electronically deposited in the Union's account.

Section 8. Any member of the bargaining unit who has elected to become a member of the Union as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain a member in good standing, subject to the right of each member to revoke their membership at the same time as specified in Section 3 for revocation of dues check-off.

Section 9. In addition to dues, the University shall check off payments to COPE or a credit union designated by the Union for any employee who presents a valid written authorization.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The University retains the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the University, in its sole and exclusive discretion and judgment, to:

- A. Utilize personnel, methods, and means in the manner deemed most appropriate and efficient;
- B. Hire and determine the size of its work force, including the number assigned to any work operation or job classification;
- C. Classify, promote, transfer, assign or retain employees;
- D. Establish or modify operational policies and procedures;
- E. Suspend, demote, discharge or take other appropriate disciplinary action against Employees for just cause;

- F. Determine work schedules and overtime and lay off employees in the event of lack of work or lack of funds or when the continuation of such work is unnecessary;
- G. Determine the mission of the University and efficiently fulfill that mission including the transfer or alteration of any services or operations;
- H. Determine all methods, procedures and operations to be utilized and to continue, discontinue, or modify any existing or future practices or procedures;
- I. Re-organize, relocate, or discontinue any operations, equipment, or facilities, in whole or in part; and
- J. Establish and enforce consistent standards for services and criteria for evaluating work performance, with prior notice of changes in criteria being provided to employees.

Section 2. Any of the rights, powers and authority previously exercised by the University are retained except as specifically restricted by specific provisions of this Agreement; provided, however, that management's rights shall not be exercised in a manner that violates any express provision of this Agreement. Nothing herein shall be construed as a waiver of the Union's right to utilize the grievance procedure for any violation of any such provision of this Agreement.

Section 3. To the extent that the University's exercise of its management rights affects an employee's terms or conditions of employment to a meaningful degree, the University normally shall provide the employee reasonable notice and an explanation of the change before the change becomes effective. This section, however, does not limit or prohibit the University's exercise of its management rights affecting employees' terms or conditions of employment without notice or an explanation.

ARTICLE 6

REPRESENTATION OF EMPLOYEES

Section 1. The Union shall designate a Chief Steward and up to eight (8) designated union representatives (which shall include stewards). The assignment of designated union representatives shall be coordinated so as to secure adequate coverage of all employee groups (i.e. dining services, custodial, grounds, crafts, etc.) while minimizing loss of production time. The University will be kept informed of the identity and assignment of designated union representatives. If an area designated union representative is relieved by the Union of the assignment or ceases to be employed in the assigned area, the Union will appoint a replacement. The relieved or re-assigned person shall no longer function as a designated union representative. The Union agrees that it will provide the University with a current letter identifying by name the Chief Steward and the eight (8) designated union representatives. The letter will also describe each designated union representative's area of representation. The letter will also provide the names of the Union's officers and which officer or designated representative will be present at the various steps of the grievance procedure meetings outlined in Article 24 hereof. The Union agrees that, except in cases of exceptional or unusual circumstances, the union representative or officer present at the said grievance meetings shall be as described in the said letter. The Union agrees to immediately provide the University with a revised letter advising of any changes to individuals previously identified as representatives or officers.

Section 2. Upon the representation of the Union that its education department conducts designated union representative training, the University agrees that each designated union representative will be granted three (3) days off with eight (8) hours straight time

pay during each year of this Agreement to attend such a training program. Cumulatively, there shall be no more than twenty-seven (27) days taken for such purpose during any twelve (12) month period. In order to receive pay for attending designated union representative training, each designated union representative must present a written certification from CWA which describes the training attended and the dates or times of the designated union representative's attendance. There shall be no more than four (4) occurrences per month for which the Union may designate one of its representatives to be excused from work, without pay, to attend to union business (other than with respect to The University of Akron). An occurrence cannot exceed eight (8) hours in any one work day. Any portion of a work day taken for such purposes shall be considered one occurrence. Such leave shall not be granted unless the designated union representative has given his supervisor at least five (5) working days advance notice in writing of the occurrence. Such timely request will not be unreasonably denied and, once given, may only be revoked in the case of emergencies.

Section 3. A designated union representative may represent a bargaining unit member in disciplinary and grievance meetings with University representatives. The term "disciplinary" meetings refer to investigatory interviews with any supervisor that may foreseeably result in the University taking disciplinary action. It does not include routine supervisory encounters, including job evaluations. Except when attending meetings as expressly permitted in Articles 24 and 19, designated union representatives shall perform their Union functions totally outside of working time and shall not interfere with other employees who are performing their work. No work time shall be used for Union

business except for attendance at the joint conferences provided in Articles 24 and 19. No more than one designated union representative shall be paid for attendance at such joint conferences. Unless the designated union representative received inadequate advance notice of a joint conference, each designated union representative shall notify their supervisor of the need to be absent no later than one hour after the designated union representative's shift begins on the day in question. The Chief Steward may request approval from the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative for the purpose of discussing solutions to problems of mutual interest. Such approved work time will be with pay, but shall be limited to a maximum of four (4) hours in any calendar month. The four (4) hour time limit in any month may be extended by mutual agreement between the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and a Union officer to accommodate an unusual situation.

Section 4. Bargaining unit members shall be granted an unpaid leave of absence to attend Union conventions or similar functions. No more than two (2) persons shall be on such leave at any one time and no such leave shall exceed five (5) days per person.

ARTICLE 7

CONTRACTING

Section 1. The University shall not contract for additional services or hire work-fare personnel if, at the time of such contracting, the result would be to cause any member

of the bargaining unit to be:

1. reduced from a full-time to a part-time schedule;
2. reduced from a full-time to a part-year schedule;
3. laid-off or kept on lay-off; or
4. reduced in hourly rate or have their job abolished.

If any employee's shift or work location is changed as a result of contracting, or use of work-fare personnel, any affected employee may bump any less senior employee within their job classification in order to secure shift or location preference. Nothing in this Article shall be construed to affect any current contracts, or their renewal; to apply to any construction projects; or to prevent any contracting which does not produce any of the foregoing prohibited results.

Section 2. The University shall offer the opportunity for full-time summer employment to any food service employees who were actively employed full-time in food service on December 1, 1994, or who were employed as a full-time temporary prior to that date. They may be assigned to any available work and shall retain their customary hourly rate. The employee must commit to work the entire summer (except vacations and holidays). Food service employees shall begin their summer assignments immediately following the shut down of food services. The fact that food service personnel are laid off during summer or academic breaks shall never be deemed a violation of Section 1.

Section 3. The University shall use its best efforts to provide the opportunity for full-time food service employees to be employed in non-food service jobs during the Christmas break. The employee must commit to work the entire break (except vacations and holidays).

ARTICLE 8

BULLETIN BOARDS

Section 1. The University will provide one (1) three foot (3') by four foot (4') bulletin board at each time clock location utilized by at least ten (10) or more bargaining unit members. These bulletin boards are for the exclusive use of the Union. In the event the University moves a time clock to another location on a permanent basis, the bulletin board shall be relocated as well. A bulletin board need not be moved due to the temporary relocation of a time clock provided; however, such temporary relocation is not reasonably anticipated to exceed three (3) months.

Section 2. It is understood that the purpose of said bulletin boards is to provide the Union with a means of communicating official Union business such as membership meetings, election of officers, recreational events and information of a similar nature. No posted material shall contain any critical, misleading, or scurrilous attacks upon the University or any individual. All boards shall be glass enclosed and lockable. The Chief Steward shall have the key and shall initial all posted materials.

ARTICLE 9

UNION MEETINGS

Section 1. Subject to availability and appropriate usage, the University shall make a good faith effort to make a room available free of charge for monthly membership meetings of the bargaining unit. It shall be the responsibility of the Union to contact the appropriate office and arrange for scheduling of rooms. Such meetings shall be strictly restricted to bargaining unit personnel (including speakers and CWA representatives) and business. It is understood that social functions, organizing efforts, and other activities outside the scope of bargaining unit business are not encompassed by this use of facilities section.

Section 2. During the term of this Agreement, the University will continue to allow the full-time use of Room 101C in the Administrative Services Building for Union officers and designated union representatives.

ARTICLE 10

REASSIGNMENTS

Section 1. The University may reassign bargaining unit members from one assignment, building, work area, or task, to another within their job classification. No employee has any vested claim to the performance of particularized tasks within their job classification.

Section 2. In those instances where the University has a need for particularized skills, the University may temporarily reassign an employee to another work shift for a period of up to ten (10) work days per contract year without regard to seniority. Following the

ten (10) work day period, a bargaining unit member may reject the shift assignment only if the bargaining unit member is senior to another bargaining unit member in the same job classification who has the same skills. Nothing herein shall be construed to limit the University's right to create: (1) a permanent evening shift for any classification(s) or department; or (2) a multi-craft job assigned to the evening shift. If the University creates a permanent evening shift for existing classifications and there are no volunteers, the least senior employee(s) in the affected classification(s) shall be assigned to the evening shift(s). If the University creates a new multi-craft job assigned to an evening shift, the job shall be posted for bid pursuant to Article 12, Section 1. If an employee who is temporarily assigned to evening shift files a grievance disputing the need for particularized skills or contending that the assignment is retaliatory, the first step grievance meeting shall occur within twenty-four (24) hours of the filing of the grievance and the Union shall receive a written response within twenty-four (24) hours following the grievance meeting.

Section 3. The University may assign an employee to fill in for or perform tasks outside the employee's normal job classification. The University may temporarily assign the employee to the appropriate classification and pay rate if the employee is performing work that would warrant a temporary reclassification. The employee will receive their current rate of pay or the rate of pay for the temporary classification, whichever is higher.

ARTICLE 11

SENIORITY

Section 1. Seniority shall be based upon the employee's total service with the University.

Section 2. All bargaining unit members shall be considered probationary employees for the first one hundred twenty (120) calendar days of employment. Probationary employees shall not be covered by this Agreement and have no recourse to the grievance procedure. Their continued employment is within the discretion of the University. Upon successful completion of the probationary period, a bargaining unit member's seniority shall be retroactive to his date of hire.

Section 3. A bargaining unit member's seniority and employment shall terminate if a bargaining unit member:

1. quits or resigns (a failure to report off for three (3) or more consecutive workdays will be considered a voluntary quit);
2. is discharged for cause;
3. is laid off or otherwise fails to perform any bargaining unit work for a period of twelve (12) or more consecutive months; provided, however, that if the absence is for occupational injury this period shall be extended to twenty-four (24) months; or
4. fails to report to work as scheduled after leave of absence or layoff (unless there is a good and sufficient reason beyond the control of the employee).

Section 4. The University will furnish seniority lists when a bargaining unit member is scheduled to be laid off, and upon written request, will provide applicable length of service data to any steward or employee.

Section 5. If two (2) employees have the same seniority date, their seniority ranking shall be determined alphabetically. If two (2) or more employees have the same last

name and the same seniority date, then seniority ranking shall be determined alphabetically by the employee's first name.

ARTICLE 12

VACANCIES

Section 1. When a regular bargaining unit position becomes vacant because of retirement, quit, separation or the creation of an additional job, and the University decides to fill such vacancy, the vacancy shall be filled in the following manner:

1. A notice of the vacancy will be posted on glass-enclosed and locked bulletin boards at PFOC, grounds, dining services and at two other mutually agreed locations utilized by custodial personnel for a period of five (5) working days. A copy of the notice shall be forwarded to the CWA Chief Steward. The notice shall describe the job duties and the qualifications for the position.
2. Any non-probationary employee may apply for the position on an application update form to be furnished by the University. A bargaining unit member who anticipates that a posting may occur during their vacation may submit an application update which shall be effective until their return. A bargaining unit member who is absent during the period of posting due to vacation, illness, leave of absence or layoff and has not submitted an advance application update, may make application for the posted position and will be considered if the position has not already been filled and the successful applicant notified.
3. It is understood, however, that no posting or award shall be deferred to accommodate an employee's absence.

Section 2. Determining job content and required job skills, knowledge, aptitudes and traits is the function of the University. In order to apprise all employees of the skills and knowledge they must acquire or the aptitudes and traits which must be developed in order to qualify for a particular job. The University shall determine and publish such requirements in the form of job classification specifications.

Section 3. The University will carefully evaluate all candidates who meet all the criteria

stated in the classification specification and, in selecting among such candidates, may take into account work record, demonstrated job performance, skills, attitude, knowledge and capacity. The University may utilize assembled or unassembled testing to aid in its determination and such testing, whether written or oral or a combination thereof, may include:

1. demonstrations of skill, physical fitness, efficiency, and manual dexterity;
or
2. evaluations of capacity, knowledge, experience, training and mental or psychological fitness or adaptability.

The evaluation and interviewing of candidates shall be a joint effort of the affected department and the division of human resources, but the latter shall make the final selection with any desired in-put from the affected department.

Section 4. As among those candidates, from whatever source, who meet all the job criteria determined and published by the University pursuant to Section 2, the University shall award the job to the most qualified candidate. All other factors being equal, the most senior applicant in the affected department shall receive the award. It shall be within the discretion of the University to judge qualifications; provided that there shall be no personal favoritism. All applicants will be notified in writing of the results of the selection process. Should the senior applicant not be selected, they shall be informed of the specific reasons. Any gross abuse of the University's discretion to judge qualifications shall be subject to the grievance procedure. If the University awards the job to a member of the bargaining unit, the employee shall be transferred to the new job within four (4) weeks following the award unless operational requirements dictate a longer period. The new pay rate shall commence the day the employee actually

commences the new job or four (4) weeks following the award, whichever occurs sooner. The University will provide the local Union President with a list of those employees who were selected for interviews. All unsuccessful candidates may inquire of the designated employment coordinator as to the reasons they were not a successful applicant.

Section 5. When a vacancy exists, it may create an operational inconvenience or emergency situation. In such event, the University may temporarily fill the vacancy in order to assure continued job coverage while a qualified replacement is being sought. The vacancy may be temporarily filled by the transfer of a bargaining unit employee or, where there is no fully qualified bargaining unit member, the use of part-time, casual, seasonal or student help. In no case shall the vacancy be filled temporarily for a period longer than ten (10) weeks unless the vacancy results from the extended illness of a regular bargaining unit member. If a bargaining unit member is used to temporarily fill the vacancy and the employee is in a lower pay status than the classification of the vacant position, the employee, will be paid at the appropriate rate of pay for the vacant position in accordance with the approved rates of pay established under Article 36 during the period the vacancy is being temporarily filled.

Section 6. Provided the University acts in good faith and without personal favoritism, nothing herein shall be construed to prohibit the University from:

1. deciding not to fill any vacancy whether or not the job has been posted; provided, however, that when the University decides not to fill a vacancy, the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative shall explain the reason to the Chief Steward and notify the local union president;
2. creating a new or different job in lieu of filling a vacancy; or

3. select non-bargaining unit applicants for vacancies to meet affirmative action requirements or because more qualified persons are available outside the bargaining unit.

Section 7. Employees who are awarded a vacancy may not apply for a new position for four (4) months unless otherwise permitted by the University. Employees awarded a position shall serve a probationary period of 120 days during which they may be returned to their prior or equivalent position at the discretion of the University. The University will provide such employees with a sixty (60) day interim evaluation during their said probationary period.

Section 8. When the University elects not to fill a vacancy with a permanent employee but intends to utilize agency personnel for an indefinite period to perform the tasks of the position, the position shall be posted. The posting process will be repeated for any bargaining unit position vacated by a successful bidder. The University may utilize agency personnel:

1. until the posting process has run its course; or
2. to fill the position vacated by the last successful bidder.

Section 9. Upon an employee's request, the University shall provide a reasonable explanation of its decision to any employee affected by a promotion, transfer or reassignment.

ARTICLE 13

HOURS OF WORK AND OVERTIME

Section 1. Forty (40) hours shall constitute a regular work week which shall normally be scheduled over five (5) days of eight (8) consecutive hours per day. Nothing herein

shall be construed as a guarantee of any particular quantity of daily or weekly work. The University will post tentative work schedules for two (2) or more weeks.

Section 2. It is understood that some departments and locations must be scheduled for more than one (1) shift per day or more than five (5) days per week. Bargaining unit members of these departments or locations will be scheduled for work weeks other than Monday through Friday. A bargaining unit member whose regularly scheduled work shift commences between the hours of 2:00 p.m. and 4:00 a.m. will be paid a shift differential of twenty (20) cents per hour in addition to their regular hourly rate.

Section 3. Overtime shall be paid at a rate of time and one half for all hours in active paid status over – 40 hours during a regular work week. When a full-time employee who also is eligible for overtime under the “Fair Labor Standards Act of 1938,” 52 Stat. 1060, 29 U.S.C.A. 207, 213, as amended is ordered to report back to work after termination of the employee’s regular work schedule and the employee reports, the employee shall be paid for such time. The employee shall be entitled to four hours at the employee’s straight time rate of pay or overtime compensation for the actual hours worked, whichever is greater. This section does not apply to work that is a continuation of or immediately preceding an employee’s regular work schedule.

Section 4. The Union recognizes that the educational mission of the University may require overtime to deal with impediments to normal operation (including snow storms). Should a break down occur or a critical repair be required after the day shift ends, the University shall attempt to telephone all employees in the affected work zone and classification. A work zone is Zone 1, Zone 2, Zone 3, Zone 4, Zone 5, Carpenter,

Electrical, HVAC, Paint and Plumbing Shops, Special Services, Stockroom, Lock Shop, Energy Center, Building Services PFOC, Recreation & Wellness, Residence Life Maintenance & Building Services, Student Union, Grounds and Dining Services. In the event an employee in the affected work zone and classification is unable to perform the work, the University shall attempt to telephone all employees in the affected classification and work zone in an effort to provide the overtime opportunity to bargaining unit employees. If the University is unable to acquire the necessary bargaining unit employees in the affected work zone through this procedure, the University may make alternate arrangements to have the work done by other bargaining unit employees. The University will provide reasonable equal overtime opportunities to all full-time employees within their normal work zones and job classification who are available and fully qualified for overtime assignments. Overtime records will be posted "at a minimum" on a "bi-weekly" basis. If it is demonstrated that a bargaining unit member has not been given reasonable overtime opportunities (relative to their availability, qualifications and work zone), the University will give preference to such bargaining unit member in future overtime assignments. Any employee who the University attempts to contact will be charged with the time for equalization purposes unless the employee is on a pre-approved absence (e.g., vacation, jury duty, leave of absence) or qualifies for sick leave pay under Article 27. The new equalization balancing list will commence being maintained on each July 1st during the term of this Agreement and the University will offer the first available overtime commencing with the most senior available and qualified employee for such overtime assignment.

Employees not wishing to work voluntary overtime may complete a form to be provided by the University each July 1st and each January 1st, such form advising of the employee's desire not to work overtime and waiving the employee's right to reasonable overtime opportunities and the necessity of being asked to perform same. Such authorization shall be binding until revoked in writing or until the following January 1st or July 1st, as the case may be.

Section 5. The University may utilize part-time, seasonal, student or casual employees to minimize the expense of overtime but shall not work such persons over forty (40) hours per week without first offering qualified bargaining unit members the opportunity to work the required overtime. Moreover, the University shall not utilize part-time, casual, seasonal or student employees in order to reduce the regular work week of regular employees below forty (40) hours.

Section 6. Except in the case of emergencies, the University shall provide at least two (2) work days advance notice of any change in the work week or shift hours.

ARTICLE 14

BREAKS

There will be two (2) fifteen (15) minute paid rest periods in each regular eight (8) hour shift. The rest periods will be scheduled by the supervisor and, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift. Rest periods will not normally be scheduled immediately before or after the meal period or at the start or end of a shift. All rest breaks shall be taken in the immediate vicinity of the

employee's work site. Employees shall be at their work station performing their assigned task at the beginning and end of the fifteen (15) minute period. The same punctuality requirement shall apply to meal periods and the starting time for the employee's shift. Employees who abuse rest break standards shall be subject to progressive discipline. Repeat offenders shall be subject to disciplinary suspension and potential restriction of the places where they may take their breaks.

ARTICLE 15

CLEANUP TIME

The University will grant all bargaining unit members engaged in work necessitating cleanup a five (5) minute paid cleanup period before lunch and another five (5) minute paid cleanup time before the end of the shift. No employee shall leave their work station or cease work prior to the commencement of this five (5) minute period. It is understood that the five (5) minutes for grounds crews shall commence when they reach the designated clean up site. Clean up of tools or work site shall not be included in the aforesaid breaks which are intended for the employees' personal hygiene.

ARTICLE 16

POSITION AUDIT

Section 1. During any consecutive period of twelve (12) months, a bargaining unit member may request a review of their job classification to determine whether the employee is working within his assigned classification. In case of a substantial change

of an employee's job content, the employee may request one (1) additional review of their job classification during the term of this collective bargaining agreement. After an employee has requested this "extra" review, a twelve (12) month period must pass before requesting another review. The employee will be afforded a reasonable opportunity to submit facts relative to the classification.

Section 2. If the employee is improperly classified, the University will reclassify the bargaining unit member. When a bargaining unit member is reclassified, the employee shall be given notice setting forth the new classification, pay range, and wage rate.

Section 3. Position specifications and job content are the responsibility of the University; provided, however, that an employee may grieve the University's determination as to whether the employee is classified in the position which best corresponds to their actual duties.

Section 4. The University will make a determination within forty (40) work days after the employee submits the completed position audit form to their supervisor provided, however, that if the employee is reclassified, their new rate will be retroactive to the date they requested a review. The employee's supervisor will date and acknowledge the receipt of the position audit form. The Union will be made aware of the University's determination by means of either campus mail or a fax or copy sent to the local Union President.

Section 5. An appeal of the University's determination will be initiated at step three of the grievance procedure.

ARTICLE 17

LAYOFF & RECALL

Section 1. Bargaining unit employees shall be laid off and recalled on the basis of available work within each job classification. Layoffs shall be in reverse order of seniority and recalls shall be in order of seniority; provided however, that in order to avoid layoff and in order to be subject to recall, the most senior employee within the affected classification must be qualified, in the judgment of the University, to perform all available work. Any gross abuse of the University's discretion to judge qualifications shall be subject to the grievance procedure. Any employee who would otherwise be laid off may bump (i.e., replace) the least senior employee in another bargaining unit job classification if they previously held such job with the University and remain qualified, in the judgment of the University, to perform all work available in the job into which they are bumping. An employee who elects not to bump shall not lose their right to recall to the employee's regular job, but shall lose their bumping rights for the duration of the layoff. When it becomes necessary to lay off an employee, such employee shall, if possible, be notified at least ten (10) work days before the layoff occurs; provided, however, such notice shall not be required with respect to temporary layoffs or lack of work occasioned by breakdown of machinery, floods, fires, utility failures, Acts of God, or other causes beyond the University's control. When an employee is to be recalled from layoff, the University shall notify the employee by telephone (confirmed by certified or hand delivered letter, copy to Chief Steward) specifying the time to report back to work, which notice shall, if possible, not be less than five (5) work days prior to the

reporting time. In order to be eligible for recall, any employee who is laid off must keep the University currently advised in writing of their current whereabouts, address and telephone number, and any temporary changes thereof. The employee shall, within twenty-four (24) hours after receiving notice of recall, notify the University if for any reason the employee cannot report for work at the specified time. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose their right to subsequent recall but the University may pass them over in order to fill an available position.

Section 2. Employees on layoff or leave of absence are not eligible for holiday pay which fall during such lay off or leave; provided, however, that an employee who is laid off on the date a holiday is observed shall be paid for the holiday if they would otherwise have been eligible for pay had the holiday been observed on its normal calendar date (e.g. Presidents' Day observed during Christmas break).

Section 3. Although recalls are based on available work within one's job classification, if a vacancy exists after all laid-off employees within a classification have been offered recall, the University shall offer the vacancy to the most senior laid off employee who is fully qualified to perform the available work regardless of such employee's classification. Any employee recalled to a different classification retains recall rights to any vacancy in their regular classification.

ARTICLE 18

WORK RULES

The University has established and published work rules, policies and procedures regulating the conduct of bargaining unit employees which include the types of employee conduct which shall be deemed inappropriate. Should the University choose to modify these existing work rules, policies and procedures, the University will first give copies of the same to the Chief Steward and local union president and then will review the same with the Union. Thereafter they will be posted on the bulletin boards referred to in Article 8 for ten (10) work days before they are implemented. A copy of new and updated work rules shall be given to all new hires.

ARTICLE 19

CORRECTIVE ACTION

Section 1. No bargaining unit member shall be disciplined or discharged except for just cause, including any violation of University work rules.

Section 2. When it is necessary to discipline or discharge a bargaining unit member, such action will be taken within thirty (30) calendar days following the University's discovery of the infraction or misconduct. In cases of absenteeism and tardiness, the thirty (30) days shall commence when the employee turns in the time card which evidences the infraction.

Section 3. An employee shall not be discharged or given a disciplinary suspension without first being given an opportunity to attend a conference where the employee may give their version of the events at issue. Where the information will be pertinent, the

employee may request the presence of another employee to corroborate the events at issue. The employee being disciplined may have a union representative present. Such a pre-suspension conference shall not be required relative to serious offenses requiring immediate action. The Union shall also be sent notice of this conference. The University shall make every good faith effort to have the originating supervisor present at the suspension or discharge meeting. If the employee is to be suspended or terminated immediately, the Union will be notified and given an opportunity to consult with the employee before the employee is sent home. Write-ups of oral and written warnings shall be hand delivered to the affected employee.

Section 4. The University shall utilize the principle of progressive discipline in an effort to correct minor offenses.

Section 5. If the University's disciplinary action is based in whole or in part on portions of the bargaining unit member's record, such portions of the bargaining unit member's record and other documentary evidence, will be made available for inspection by a designated union representative during normal working hours and within one (1) working day after receipt of a written request.

Section 6. Copies of all written notices of disciplinary action will be given to the bargaining unit member and a copy will be given to the Chief Steward.

Section 7. It is understood that a supervisor's directions are to be followed. An employee may grieve any directive they deem to violate this agreement. However, pending final resolution of such grievance, all affected bargaining unit members shall comply with the directive. Any failure to do so shall constitute serious misconduct

subject to discipline, up to and including discharge.

Section 8. In disciplining an employee, the University shall not rely upon instances of absenteeism or sub-standard work performance which are more than twenty-four (24) months old or instances of tardiness or minor infractions which are more than twelve (12) months old.

Section 9. At the conference provided for in Section 3, the University will produce upon request all documentary evidence it intends to rely upon.

ARTICLE 20

PERSONNEL RECORDS

Section 1. The University shall permit any bargaining unit member to inspect the personnel file maintained by the Division of Talent Development and Human Resources. With the bargaining unit member's permission, a designated union representative may be present during such inspection. Such inspections may be made no more than twice each contract year for any employee. In addition to these two (2) inspections per year for each employee, the Union may request a total of three (3) additional inspections per contract year (for the entire bargaining unit) for the purpose of handling special circumstances. Such requests must be by prior appointment during normal hours of the Division of Human Resources.

Section 2. If a bargaining unit member requests access to their medical, psychiatric or psychological information, the University will disclose the information only to the bargaining unit member's personal physician, psychiatrist or psychologist, but not to the

bargaining unit member.

Section 3. Copies of such inspected material will be provided to the bargaining unit member or, in the case of medical data, to their physician, psychiatrist or psychologist, upon the payment of ten (10) cents per page for any pages in excess of ten (10).

Section 4. Except for supervisory, administrative, medical or law enforcement personnel who have a need to know, an employee's personnel file shall not be displayed to third persons. This shall not prevent the University from responding to legitimate inquiries from prospective employers or credit agencies. The University shall notify any bargaining unit member when their personnel information has been made available to others under compulsory legal process.

Section 5. If any bargaining unit member disputes the accuracy or completeness of personnel information pertaining to the employee, they shall be permitted to include in their file a statement of their position on the disputed information or a notation that they protest the accuracy or completeness of the information.

ARTICLE 21

SAFETY

Section 1. The University and the Union will continue to promote and encourage safety in all matters including safe working conditions. All bargaining members shall complete a written Safety Concern Form whenever they become aware of any safety problem, including the presence of potentially hazardous materials or substances. The supervisor shall make every effort to promptly report significant matters to the University

Safety Officer who shall follow up on the matter. To that end, all employees shall observe all safety rules, attend all OSHA-required safety training, utilize protective devices, and wear protective clothing. The University shall train employees regarding new safety equipment and materials being utilized in its operations.

Section 2. The University shall enforce the right to have any employee examined by a physician if it suspects that an employee's health or physical condition represents a health or safety threat to the employee or others. If the employee is dissatisfied with the determination of the physician selected by the University, the employee may be re-examined at a University approved facility and the University shall pay half of the cost of such re-examination, which shall be conclusive on the issue. Employees required to be examined shall be paid for lost time.

Section 3. The University and the Union shall each appoint two (2) representatives to a joint safety committee to make recommendations to enhance the safety of the work force, including the provision of essential protective equipment.

Section 4. The University agrees that it will conduct no fewer than three (3) safety meetings per semester with food service employees.

ARTICLE 22

PERFORMANCE EVALUATIONS

Section 1. If annual employee performance evaluations are used, they shall be reviewed with the employee.

Section 2. Following a discussion with their supervisor concerning the employee's

evaluation and the execution of an acknowledgement that the evaluation has been discussed with the employee, a bargaining unit member will be granted five (5) working days in which to prepare any written statement they wish to have added to their personnel file.

Section 3. A copy of the completed employee performance evaluation form will be furnished to the bargaining unit member at the time they sign the form.

ARTICLE 23

EMERGENCY SHUT DOWN

When inclement weather or other conditions beyond the University's control require the University to be closed, the University, in its discretion, shall pre-designate those bargaining unit members who are required to report for work. Any failure to report for other than good and sufficient cause, reported by the employee prior to the start of their shift, may be grounds for disciplinary action. A bargaining unit member who is designated to work but who, for any reason, does not, or cannot, report for work will not receive any pay. (This shall not preclude use of sick leave in compliance with Article 27.) So long as the University pays clerical and other classified personnel who do not work, all bargaining unit members shall be paid for eight (8) hours at their straight-time rate. Bargaining unit members who work shall also receive this same eight (8) hours pay in addition to time and one half for hours actually worked. Second and third shift personnel who work shall receive the additional eight (8) hours pay and premium rate if, but only if, night classes are cancelled and the University is closed for that evening.

The grievance procedure shall be available for any gross abuse of the University's discretion concerning the designation of those who are to work.

ARTICLE 24

GRIEVANCE PROCEDURE

Section 1. Any bargaining unit member may bring a grievance. The term "grievance" means any alleged failure of the University to comply with the terms of this Agreement, including any disciplining of an employee for other than just cause or violation of applicable portions ORC Chapter 124.

Section 2. Any grievance not filed or advanced within the time limits set forth herein shall be deemed waived and neither the Union or the University shall have any obligation to process it further. Any refusal of the University to meet or failure to answer a grievance within the established time limits shall result in the grievance being granted. Specified time limits shall be strictly observed and may only be extended by mutual written agreement. However, if a grievant or University representative is on approved vacation or other absence on the date they are required to take some action or attend a meeting, the date for the action shall be extended to five (5) work days following their return.

Section 3. Most grievances arise from misunderstanding which should be promptly resolvable on an informal basis. Hence, before commencing the formal grievance procedure, the bargaining unit member must bring the matter to the attention of his or her supervisor within ten (10) working days of the occurrence giving rise to the

grievance or within ten (10) working days of the time that the employee, with reasonable diligence, should have known of the occurrence giving rise to the grievance. The supervisor will give a verbal answer within ten (10) working days. The employee may be accompanied by a designated union representative if they choose. Based upon first-hand knowledge that an attempt was made to resolve the misunderstanding, the designated union representative may initiate the formal grievance procedure.

Section 4. Any grievance which cannot be informally resolved shall be processed only in the following manner:

A. STEP ONE

1. A bargaining unit member who believes they have a grievance will reduce their grievance to writing by completing in full the grievance form and presenting such grievance to their supervisor within ten (10) working days after the supervisor's answer in the informal process. The written grievance shall state the specific Article(s) and Section(s) of this Agreement or State law alleged to have been violated, a statement of the relevant facts, and the specific relief requested. Any supervisor or other administrator designated to hear first level grievances will hold a meeting with the grievant and a designated union representative within ten (10) working days following submission of the grievance. The grievant shall be given written notification of the time and date of the meeting at least one (1) day in advance thereof.
2. Within ten (10) working days after the first step meeting, the supervisor will answer the grievance in writing on the grievance form and return it to the bargaining unit member and the designated union representative.

3. If the bargaining unit member is not satisfied with the answer, they may appeal said answer by returning the completed grievance form within ten (10) working days of receipt of the answer to the departmental representative. The grievance shall, then proceed to Step Two.

B. STEP TWO

1. Within ten (10) working days after the submission of the bargaining unit member's notice of appeal, the designated departmental representative and/or other administrator will hold a Step Two meeting. A designated union representative shall attend this meeting. The grievant shall be given written notification of the time and date of the meeting at least one (1) day in advance thereof.

2. Within ten (10) working days after the second step meeting, the University will answer said grievance in writing on the grievance form and return it to the Chief Steward.

3. If the bargaining unit member is not satisfied with the answer, they may appeal said answer by returning the completed grievance form within ten (10) working days of receipt of the answer to the departmental representative. The grievance shall, thereupon proceed to Step Three.

C. STEP THREE

1. The Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and/or other designated administrator, will hold a step three meeting within ten (10) working days of receipt of the bargaining unit member's notice of appeal. The grievant shall be given written notification of the time and date of the meeting at least one (1) day in advance thereof.
2. The grievant may be represented at this level by the Chief Steward, the Director, and/or an officer of the Union. The Chief Steward and the Director shall be given time off from work with pay to attend such meeting. If the parties mutually agree, a designated representative may be substituted for either the Chief Steward or the Director in those circumstances where the attendance of such representative would be particularly beneficial to the possible-resolution of the grievance under consideration.
3. Within ten (10) working days after said meeting, the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and/or other designated administrator will give the University's final written decision to the designated union representative and local President.

Section 5. In unusual circumstances where a grievance affects a large number of bargaining unit employees and time is of the essence, the Union may advance a grievance to Step Three by notifying the University in writing within twenty-four (24) hours following the filing of the grievance. In such instances, the Step Three meeting will be held no later than the fifth work day following receipt of the Union's notice.

Section 6. If the Union is not satisfied with the University's Step Three decision, it may

demand arbitration. Any demand for arbitration must be delivered to and received by the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative within thirty (30) work days after the date of the University's Step Three decision. Within thirty (30) work days following the University's receipt of the Union's demand for arbitration, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) potential arbitrators. Within ten (10) work days following receipt of such list, the parties will meet to select the arbitrator. The Union shall strike a name from the list and the parties will then alternate in striking names until only one (1) name remains. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew.

Section 7. All fees and expenses of the arbitration shall be borne equally by the University and the Union. The fees and expenses of the arbitration are defined as follows:

1. the cost of a stenographer or reporter as requested by the arbitrator or either party and the associated transcription costs. If only one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, the total cost of such transcription shall be shared equally by both parties;
2. the fees and expenses of the arbitrator used in the case; and
3. the rental of any facilities where the arbitration is conducted.

The wages of any employee witnesses who are summoned to appear as witnesses for either side shall be paid by the side who calls them. (It is understood that any

bargaining unit members who are on call as witnesses shall work until called to testify.)

Section 8. The arbitrator shall be requested to submit an accounting for all of their fees or expenses. The arbitrator shall be requested to render their decision as quickly as possible, but in no event later than thirty (30) calendar days after the last day of the hearing.

Section 9. Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement or applicable portions of ORC Chapter 124 shall be subject to arbitration; provided however, that the grievance procedure shall be available if working supervisors consistently assign themselves to the most desirable one-person overtime assignments. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator cannot substitute their discretion for that of the University nor impose on either party an obligation not specifically required by the express language of this Agreement or ORC Chapter 124. The arbitrator's decision shall be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein. Any award by the arbitrator shall not be retroactive to a date more than five (5) work days prior to the date the grievance was filed.

ARTICLE 25

VACATION

Section 1. The vacation entitlement of each bargaining unit member shall be determined pursuant to ORC Section 124.13 and the rules promulgated thereunder.

Section 2. The University reserves the right to limit the number of bargaining unit members permitted to be on vacation at any one time. All vacation time must be pre-approved no less than 24 hours in advance (except unforeseeable emergencies). Requests for vacation time will be approved or disapproved in writing no later than ten (10) days before the vacation is to commence. Five occurrences of up to eight (8) hours per occurrence per year can be used for personal emergencies. An emergency is an unforeseen, unexpected unusual occurrence.

Section 3. A vacation preference list will be posted on the first work day of April and shall remain posted until April 30th. When two (2) or more bargaining unit members choose the same vacation time and operational needs require the limitation of the number of bargaining unit members who can be off, the senior most bargaining unit member who signs the preference posting by April 30th will be given first choice. Members who fail to sign the preference posting by April 30th will be granted available vacation slots on a first-come, first-served basis. Vacation time must be taken in minimum increments of one hour.

Section 4. A bargaining unit member who is absent due to illness and who has exhausted their sick leave will be permitted to charge such absence to any available vacation time, providing the provisions of Article 27 are strictly followed.

Section 5. Food service personnel who do not work during the summer who elect to take vacation during any year in question shall be scheduled for their vacation during the consecutive weeks immediately following the closing of the Robertson Dining Facility for the summer. At the time of the Christmas shutdown, food service personnel

may request vacation pay (not vacation time off) for any accrued vacation earned as of that date.

ARTICLE 26

PAY DAY

Section 1. So long as the University pays by check, all bargaining unit members will be paid bi-weekly on Fridays. The University shall attempt to deliver pay checks by noon on pay days. If the University eliminates pay checks and institutes an electronic direct deposit system, the pay of bargaining unit members will be deposited directly into an account with any financial institution of their choice.

Section 2. When a member is scheduled for vacation, the University will endeavor to make arrangements for early payment for any pay day which falls during the employee's vacation if the employee gives two weeks advance written notice.

Section 3. The University shall report accrued vacation and sick hours on each bi-weekly pay stub.

ARTICLE 27

SICK LEAVE

Section 1. The University shall observe the sick leave provisions of ORC Section 124.38, provided:

1. Bargaining unit employees may use 40 (forty) hours of accrued sick leave without providing a physician's certification for their absence per contract year; however, if the absence exceeds 2 (two) consecutive days, bargaining unit employees are required to provide a physician's certification for their absence.

2. A physician's certificate will be required, as a condition of being paid, for all hours over the forty (40) hours missed that did not require a physician's certificate under one (1) above. Except for emergency care rendered by a hospital, the employee must provide certification that he or she was personally examined by a physician and that the employee was and/or is unable to perform their normal job duties due to verifiable illness or injury. Such certification must be on the form utilized by the particular physician involved and must be signed by either the physician or by the authorized agent or employee of the physician. The University is hereby given the right and permission to inquire of the physician or the physician's office of the date and time the employee was examined by the physician. The certification must also indicate a tentative return to work date. The employee must present the certificate the same day that they return to work unless the physician certifies that he or she directed the employee to take time off before the physician could see the employee (i.e. the employee is enrolled in an HMO selected by the University, the University will cause the HMO physicians to comply with the requirements of this Section.)
3. Use of sick leave is restricted to instances of bona fide illness whether or not a physician's certificate is required. Any employee who claims sick leave shall complete the University's standard form of written statement. Falsification of the employee's statement or any physician's certification shall be grounds for discipline, up to and including discharge. Moreover, any absences on account of claimed illness in excess of forty (40) work hours in any contract year without a physician's certificate of illness shall be considered unexcused absence subject to discipline;
4. Any employee who has already utilized the initial forty (40) hours of sick leave allowed by Paragraph 1 above shall not be eligible for scheduled overtime in any week during which the employee takes sick leave but fails to timely present a physician's certificate which fully complies with Paragraph 2 above.
5. There shall be no distinction between illness at work and other illness for purposes of this section; provided, however, that nothing herein shall empower a supervisor to deny an employee who professes to be ill the right to leave work to seek medical treatment.
6. The employee must keep the University advised in writing of their current whereabouts, address and telephone number and any temporary changes thereof.

Section 2. In order to claim sick leave on account of caring for, or being exposed to, a

contagious disease or other serious medical problem in any employee's immediate family, a physician's certification is always required.

Section 3. Once an employee has reported off on sick leave, it may not subsequently be changed to vacation.

Section 4. There will be no pyramiding of sick leave with workers' compensation or long-term disability benefits.

Section 5. In order to be eligible for sick leave, an employee must strictly comply with the University's reporting off requirements in effect on June 18, 2003. No post approval of sick leave will be granted. Once a vacation commences, vacation time may be converted to sick leave only if the employee is hospitalized while on vacation. Sick leave may be taken only for scheduled work hours missed.

ARTICLE 28

HOLIDAYS

Section 1. The bargaining unit shall observe the holidays specified in ORC Section 124.19(A) on the same dates as are determined by the University for the academic faculty and the staff pursuant to ORC Section 124.19(B).

Section 2. In order to qualify for holiday pay, each employee in active pay status must work the scheduled shifts immediately preceding and following the day the holiday is observed unless:

- a. that employee is on vacation, leave of absence, jury duty, bereavement leave, or military service leave; or

b. the employee's illness is evidenced by a physician's certification.

Section 3. Work which is scheduled on holidays is mandatory but the University will not schedule holiday work unless, in its judgment, a failure to work would impair operations. Anyone required to work on a holiday shall be paid time and one-half (1 ½) for all hours worked in addition to eight (8) hours holiday pay.

ARTICLE 29

BEREAVEMENT LEAVE

Section 1. Notwithstanding Article 27, no physician's certificate will be required for an employee's use of sick leave to attend the funeral of a member of the employee's immediate family. However, the University may require proof of death or attendance at the funeral. If an employee has no accrued sick leave, they may use accrued vacation or take leave without pay. The definition of "immediate family" shall be strictly construed and no leave (paid or unpaid) will be given unless the deceased clearly qualifies as one of the following: spouse, children, grandchild, parent, grandparent, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal guardian or person who stands in place of a parent (in loco parentis). When an employee calls off due to the death of a member of the immediate family, no further call-offs will be required if the employee notifies the University of his or her return to work date.

Section 2. If a death in the immediate family occurs during a vacation leave, the vacation leave may be changed to sick leave if:

1. the employee actually uses the sick leave for the purpose of attending the funeral; and
2. the employee has sick leave time available.

ARTICLE 30

UNIVERSITY DIRECTORY

Section 1. The Union and each bargaining unit member shall be furnished a copy of the University Directory at each revision thereof. However, in the event that the University elects to use an on-line Directory, the paper directory will be discontinued.

Section 2. The directory shall include a listing for the Union with no more than two (2) telephone numbers, designated by the Union. No Union emblem or other intellectual property shall be utilized in the directory without the Union's consent.

ARTICLE 31

PARKING

Section 1. The University shall provide parking to all bargaining unit members on the same basis as provided to classified staff. The University reserves the right to change the parking location of any employee, but in so doing, will endeavor to afford parking within reasonable proximity of their work.

Section 2. The University assumes no responsibility for protection of, or damage to, a vehicle or its contents while parked or operated on University property. An employee who avails themselves of parking privileges assumes all risk of loss.

Section 3. Any representative of the Union having official business to conduct shall park free of charge in the parking lot situated next to the Division of Human Resources Office and shall report their presence to the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative

before entering campus. In the absence of the Director, notification of the secretary shall suffice.

ARTICLE 32

LEAVE OF ABSENCE

Section 1. An unpaid personal leave of absence may be granted by the University up to a period of time not to exceed six (6) months. Leave will be granted only to accommodate compelling circumstances which would otherwise produce significant personal hardships.

Section 2. A bargaining unit member may return to work prior to the expiration of any leave of absence provided that a vacancy for which they are fully qualified exists and reasonable advance notice of not less than ten (10) work days is given by the bargaining unit member.

Section 3. Upon the expiration of a bargaining unit member's leave of absence, they will be returned to their former position.

Section 4. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the University may discipline the bargaining unit member up to and including discharge.

Section 5. Any bargaining unit member who has exhausted their accumulated sick leave, shall be granted an unpaid medical leave of absence for bona fide illness or disability, including pregnancy, for a period not to exceed twelve (12) months. The bargaining unit member shall furnish a physician's certificate of such illness or disability, including pregnancy. The University reserves the right to have such applicant examined

by a physician to confirm the medical problem or its current status.

Section 6. Before a bargaining unit member may return from any medical leave, including pregnancy leave, the member must provide the University a written certification by a physician attesting to the member's fitness to return to regular, unrestricted work.

Section 7. A bargaining unit member who has at least one (1) full calendar month of service and who is on an approved medical leave of absence will have their group insurance election under UA Choice continued at no cost to the bargaining unit: member except for monthly HMO premiums for one (1) full month for each full month of the member's service to the University up to a maximum of twelve (12) months. The affected employee will still be responsible for paying the monthly employee cost for any optional benefit elected in excess of the basic benefit plan. Such coverage shall cease once the employee becomes eligible for retirement or SERS disability retirement or any other program which provides any medical-coverage. Other than the foregoing, no employee on personal or medical leave shall be eligible for any pay, holidays, vacation accrual or other benefits.

Section 8. The University may use part-time, seasonal, casual, or student employees to cover for a bargaining unit member on leave of absence.

ARTICLE 33

NO STRIKES OR LOCKOUTS

Section 1. During the term of this Agreement and during the negotiation period of any successor Agreement, the University shall not lock-out and the Union and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow-down, picketing, sick-out, boycott, stay-home, sit-down, stand-in, sympathy strike, concerted refusal to work overtime, partial day work stoppage, refusal to cross any picket line which violates ORC Chapter 4117 or this section, or any other form of restriction of production or interference with operations). The Union further agrees to strictly observe the requirements of ORC Chapter 4117 and the rules of SERB relating to strikes.

Section 2. Should any strike (as defined above) occur, the Union shall take all measures available under its constitution and rules to prevent or bring a prompt end to the stoppage. The Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of Section 1 and take appropriate action against any who continue to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized actions of individual bargaining unit members. If the Union fails to discharge its obligations, the dues check-off normally required under Article 4 shall be suspended for one month for each day of any strike in violation of this Article. In any dispute over the suspension of check-off, it will be the burden of the Union to demonstrate a good faith effort to discharge its obligations hereunder. Nothing herein shall be construed as a limitation upon, or

election of remedies by, the University.

Section 3. Any violation of Section 1 shall subject any participant to immediate discipline, up to and including discharge. The grievance procedure shall be available to any employee who claims that they did not participate in the violation. Each bargaining unit member shall sign a receipt for a copy of this Agreement after it is printed and no additional notice shall be necessary before discipline or penalties may be imposed upon an individual for violation of Section 1.

Section 4. A refusal by a member of the bargaining unit to perform an assigned task based upon a good faith, objectively-based belief that performance of the task would subject them to a clear and present danger of bodily harm shall not be deemed a strike so long as the employee immediately notifies his supervisor, remains at their work station area, and performs any other available tasks assigned by the supervisor. No other employee shall cease work or engage in any conduct that violates Section 1 in support of another employee's safety-based refusal to perform a task.

Section 5. A refusal by a member of the bargaining unit to cross a picket- line shall not be deemed to violation of Section 1 if the employee:

- a. has a good faith, objectively-based belief that they are confronted with a clear and present danger of bodily harm; and
- b. the employee promptly reports the situation and their location to their supervisor by telephone and cooperates with any measures instituted by the University to safely transport or route them to their work area.

Section 6. Nothing herein shall be construed to impair the Union's strike to enforce bargaining demands concerning a successor Agreement as defined in ORC Section 4117.14(D)(2).

ARTICLE 34

MISCELLANEOUS

Section 1. Where physically possible, the University shall provide locker space for coats, uniforms, and purses. The University shall provide a combination lock and the employees shall be responsible for appropriate circulation of the combination to such locks. The University shall not be responsible for any thefts or other losses from such lockers.

Section 2. The University shall supply any tools necessary for bargaining unit members to perform their assigned tasks. These tools shall be maintained in good repair and, when necessary, replaced by the University. If an employee loses, destroys or abuses tools the University may take disciplinary action against the responsible employee.

Section 3. The University will print this Agreement and each member of the bargaining unit shall receive and sign a receipt for a copy of the Agreement.

Section 4. Should the University decide to have employees participate in outside job-related training, such employees will be paid for lost time not to exceed eight (8) hours per day.

Section 5. Bargaining unit employees shall wear their uniforms and identification badges. Uniforms shall not be covered by other apparel unless required by extreme climatic conditions. A supplemental clothing allowance of \$80.00 will be paid to each employee in the first paycheck in December of each year of the contract.

ARTICLE 35

UNION-MANAGEMENT COOPERATION

Section 1. The Union and the University agree that in the interest of efficient management and harmonious employee relations, it is desirable that periodic meetings be held between representatives of the employees and management. Such meetings are to be referred to as "Union-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations made to the University, the Union, or both parties. Such meetings shall be exclusive of the grievance procedure provided for by Article 24 (Grievance Procedure). Grievances shall not be considered at such meetings, nor shall proposals to alter the terms of this Agreement be advanced or considered except by mutual agreement.

Section 2. At least ten (10) days prior to each meeting, the University and the Union will identify the subjects proposed to be discussed at the forthcoming meeting. Notice will also be given as to the names of those planning to attend, not to exceed five (5) members for the Union and five (5) for the University. The Union President will notify the Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative of the names of Union Representatives.

Section 3. The time, date, and place of the meeting shall be mutually agreed upon by the parties. The meetings shall be scheduled during working hours and shall be with pay. Bargaining unit members, up to a maximum of three (3), will be paid up to two (2) hours each per meeting. Meetings will normally be held every other month, unless

otherwise mutually agreed. The Associate Vice President for Talent Development and Human Resources or a designated Human Resources representative and the President of the Union shall serve as co-chair of the Union-Management Conferences.

Section 4. A representative of the University shall keep minutes of each conference and distribute copies of the minutes to all persons who were present.

Section 5. The University and the Union shall endeavor to carry out mutual agreements arising out of the Union-Management Conferences within a reasonable period of time.

ARTICLE 36

ECONOMICS

Section 1. Wages. Effective July 1, 2012 each bargaining unit member will receive an across-the-board wage increase of 3%. The University and the Union agree to re-open negotiations for the express purpose of negotiating wages only for the period of July 1, 2013 to June 30, 2014. The negotiations will commence at a mutually agreeable date and time in 2013. The University and the Union agree to re-open negotiations for the express purpose of negotiating wages only for the period of July 1, 2014 to June 30, 2015. The negotiations will commence at a mutually agreeable date and time in 2014.

Section 2. New Hires. The minimum rates for new hires shall be as follows:

<u>Pay Range</u>	<u>Hire Rate</u>	<u>Regular Rate</u>
1	\$12.47	\$12.84
2	\$13.04	\$13.45
3	\$13.68	\$14.09
4	\$14.36	\$14.81
5	\$15.08	\$15.57
6	\$15.89	\$16.40
7	\$16.67	\$17.10
8	\$17.63	\$18.18
9	\$18.77	\$19.50
24	\$12.28	\$12.66
25	\$14.56	\$15.08
27	\$16.11	\$16.67
28	\$17.10	\$17.63
50	\$11.97	---
51	\$12.54	---

Upon completion of their first full year of employment, new hires shall advance to the regular rate. The wage rate for all persons hired as Food Service Helpers and Custodial Helpers shall be fifty cents (\$.50) below the hire rate for pay ranges one (1) and two (2) respectively.

Section 3. Promotions. When an employee is promoted to a higher pay range, the employee shall receive a minimum four percent (4%) increase, as reflected in the pay ranges.

Section 4.

A. Bargaining unit members shall receive the same group health, medical and insurance benefits with the same employee contributions and costs as is offered to faculty and other classified employees (me too agreement).

B. The parties agree to the development of a University-wide Benefits Committee comprised of representatives from all constituencies of the University as soon as practical.

C. Meetings of the University-wide Benefits Committee shall be held during normal business hours. University employees participating shall be compensated at their normal rate of pay. Any time spent in these meetings, outside of an employee's scheduled work hours, will not be compensated.

Section 5. If a pool amount is established for merit increases for the non-bargaining unit classified staff which would become effective in 2013 or 2014, bargaining unit members will receive an across-the-board wages equal to the percentage increase for non-bargaining unit classified staff at the same time as the established merit pool provides (me too agreement).

Section 6. Any wage increase which will become effective in the first year of a successor agreement will be retroactive back to July 1, 2015, so long as the Union and members of the bargaining unit do not engage in activity which would violate the

provisions of Article 33 of this Agreement, whether this Agreement is in affect or not.

ARTICLE 37

DURATION

Section 1. This Agreement shall become effective October 31, 2012 and shall continue in full force and effect until midnight on September 30, 2015.

Section 2. The parties have had full opportunity to negotiate on any subject and neither shall be obliged, during the term of this Agreement, to renegotiate any subject covered herein or to negotiate on new matters or University practices or procedures, whether or not covered by the expressed provisions herein. Notwithstanding the foregoing, if in the opinion of the Union, the University's exercise of any right enumerated in ORC Section 4117.08 or Article 5 threatens to impact bargaining unit personnel, the University shall, upon request, bargain concerning the effects of the University's decision; provided, however, that: (1) the obligation to bargain shall be strictly limited to proposals concerning the effects of the University's action and shall not delay the decision itself; and (2) the obligations of Article 33 shall remain in effect.

Section 3. For purposes of negotiating a successor Agreement, each negotiating team shall be limited to a maximum of six (6) members, including no more than four (4) employee-members of the Union team. Meetings will be scheduled once a week unless mutually agreed otherwise, and the employee-members of the Union team shall be permitted up to three (3) hours per bargaining session time off without loss of pay to participate in face-to-face negotiations. No employee-negotiator shall be considered to be in a work status while traveling to or attending negotiating sessions. The parties

shall negotiate without assistance for the first forty (40) days of the negotiation period. If no agreement has been reached by such date, either party may declare an impasse and invite mediation by the Federal Mediation and Conciliation Service. The parties shall cooperate with the Federal Mediator and shall negotiate in good faith for the remainder of the sixty (60) day negotiation period. This shall constitute the sole and exclusive means of dispute resolution and no other third party assistance or participation will be utilized unless agreed otherwise in writing prior to the 40th day of the negotiation period. Except for any mutually agreed period of confidentiality, both sides reserve the right to communicate with bargaining unit members concerning the nature of the respective proposals or to urge adoption or rejection of same; provided, that the University shall neither disparage the Union nor seek to conclude an agreement directly with the employees. The Union reserves its right to strike in accordance with ORC Chapter 4117 at the end of the negotiation period.

Section 4. Should any provision of this Agreement be found to be in violation of law, all other terms and provisions of this Agreement shall continue and the Union and the University shall meet and confer regarding the necessity of a substitute provision.

APPROVED AND SIGNED:

Communications Workers of America

By: *Debra L. Hinton* Date: 2/7/13
By: *William M. Co.* Date: 2/7/13
By: *Frank [unclear]* Date: 2-7-13
By: *Bob Wise* Date: 2/7/13
By: *Thy [unclear] M. Crilly* Date: 2/7/13
By: *Luis [unclear]* Date: 2/7/13

The University of Akron

By: *Sidney C. [unclear]* Date: 2/26/13
By: *William H. V. [unclear]* Date: 3/05/13
By: *[unclear]* Date: 3/5/2013
By: *Joseph P. Gregor* Date: 3/7/2013
By: *[unclear]* Date: 3/20/2013
By: _____ Date: _____

COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O.

NAME _____ Social Security # _____

ADDRESS: _____

City State Zip Code

Work Telephone Number _____

Home Telephone Number _____

I am an employee of The University of Akron

Job Title _____ Department _____

Section _____

And I hereby designate the Communications Workers of America as my collective bargaining representative.

Date _____ Signature _____

REPRESENTATION AUTHORIZATION

ADDENDUM A

THE UNIVERSITY OF AKRON AND CWA Job Enrichment and Apprenticeship Program

INTRODUCTION

The University of Akron administration and the collective bargaining unit, Communications Workers of America, agreed that in order to provide advancement and career growth to our bargaining unit members a formal training program needed to be developed. The University and the collective bargaining unit Communications Workers of America established an Apprenticeship and Training Committee (the "Committee"). This committee consists of six (6) members, comprised of three (3) representatives from the University of Akron and three (3) representatives of the bargaining unit. The Committee was charged with developing recommendations for structuring and implementing a training program.

The goal for this program is to provide an avenue by which employees can advance through a selected career path utilizing a formalized training program. This will eliminate the need for the audit process for advancement and ensure that the most qualified individuals advance based on specific criteria and thorough evaluation and testing. The cost of the program will be funded by The University of Akron and training scheduled on the employees' own time. There will be on-the-job training as required by this program, but all training and work will be performed in the interests and safety of The University of Akron, its employees and students. The number of participants in the program, at

any one time, will be based on the financial support. The plan is to have at least ten (10) people enrolled from various departments at all times.

PROGRAM DEFINITION

The Job Enrichment and Apprenticeship Program was established to provide internal growth and advancement opportunities for existing University of Akron employees who wish to pursue a career in Physical Facilities and Dining Services. Positions within this Apprenticeship and Training program shall be bargaining unit positions. There shall be a variety of programs within the Apprenticeship and Training program. There will be a four (4) year journeyman program and a one (1), two (2) or three (3) year training program. All training is done on a voluntary basis at the cost of the University. The program will be the basis by which advancement is possible, and only those participants who have earned the rank of each position will progress to the next level.

The following requirements are established for the Job Enrichment and Apprenticeship Program:

1. Entry into the program will be voluntary and the University will not attempt to assign anyone into the program;
2. In order to advance according to the program, participants must satisfactorily complete a formal evaluation of progress which may include a written test or demonstration of the required level of competency for that section;
3. A participant who does not complete the program shall be returned to his or her prior position at the previous rate of pay, including any normal wage adjustment provided by this agreement;
4. The University shall provide tuition, tools, equipment, books and necessary

materials for completion of the program;

5. All established safety guidelines and regulations will be adhered to throughout the program;
6. An appeal over this Apprenticeship and Training program will follow the established program appeal process; and
7. Applicants for the Apprenticeship and Training program that have proven on-the-job experience and/or necessary course work may be placed in the appropriate year of the Apprenticeship and Training program consistent with their experience.

TRAINING PROGRAM

The training programs for each individual trade will be defined based on the requirements of that trade to function at The University of Akron. A combination of pre-established programs (i.e. ABC Apprenticeship Programs) and programs created in-house through the combined efforts of the Division of Continuing Education, outside resources that provide necessary training and purchased media will make up the training curriculums that will be used to identify advancement criteria. Once specified training has been accomplished, employees will advance to the level associated with the completion of the training. Associated compensation issues will accompany the advancement.

SELECTION CRITERIA

The Committee will establish the apprenticeship vacancies. All applicants must have at least one year of full-time service with The University of Akron to be eligible. Vacancies within the Apprenticeship and Training program shall be posted and filled in accordance

with the established selection criteria. To be considered for entrance into the program, the employee must meet the following general requirements:

1. Maintain a satisfactory or better work record. This includes no written warnings or suspension within the past year;
2. Meet satisfactory attendance standards;
3. Submit a completed Application for Entry into the Job Enrichment and Apprenticeship Program to the Review Board. If the Review Board finds the person ineligible for the program, a written notification will be submitted to the applicant and the division director noting the area(s) needing improvement and recommending ways to remedy the situation;
4. Meet all criteria specific to the selected job enrichment program or apprenticeship program; and
5. In the event that applicants have the same basic qualifications, then the applicant's seniority will be used to determine who shall attend the program.

APPEALS PROCESS

In the event an applicant appeals the selection of employees entering the program, the following process will be followed:

1. The applicant will file a formal complaint with the selection committee stating the complaint within three (3) days of being notified that applicant was not chosen;
2. The selection committee will have five (5) days to respond with a justification for their decisions;
3. If the applicant is not satisfied with the selection committee's response then a second appeal would be filed with the Committee within three (3) days of receiving the response; and
4. The Apprenticeship and Training Committee will have five (5) days to respond to the appeal and this decision will be final.

ANNUAL TRAINING COSTS

The University will fund this program as follows; thirty five thousand dollars (\$35,000) for July 2012 and each July thereafter for the life of this agreement. This budget will cover the expected number of individuals from all departments employing CWA bargaining unit members under this agreement who participate in this program annually. The University of Akron will only cover the cost of the courses and related materials. All other associated costs will be the responsibility of the employee. The University of Akron will pay the examination fee for an employee to test out of the first year of a certified journeyman apprentice program. If the employee desires to test out of years two or three it will be at their cost. The committee will review the training budget semi-annually and re-allocate the funding as agreed.

CONTINUING EDUCATION REQUIREMENTS

The University will provide continuing education for all master positions on a yearly basis. This will be at the University's expense and will occur during normal work hours

Apprenticeship and Job Training Program Wage Progression Schedule 2012-13

Skilled Trades (HVAC, Carpenter, Plumbing, and Electrical and Maintenance Repair) Four (4) Year Apprenticeship Program & Four Year Job Training Program for Locksmith

Starting Rate of Pay (current grade 5)	\$15.57
Completion of One Year of Training	\$17.10 Trades
Completion of Two Years of Training	\$18.18
Completion of Three Years of Training	\$19.50 Master
Completion of Four Years of Training	\$20.89 Certified Rate

Three Year Apprenticeship Program for Paint Shop

Starting Rate of Pay (current grade 5)	\$15.57
Completion of One Year of Training	\$17.10 Trades
Completion of Two Years of Training	\$18.18 Master
Completion of Three Years of Training	\$19.50 Certified Rate

Two Year Training Program for Maintenance Repair Workers

Starting Rate of Pay (current grade 5)	\$15.57
Completion of One Year of Training	\$17.10
Completion of Two Years of Training	\$18.18 Certified Rate

Note: Two year program replaced by 4 year certified apprenticeship program in 2009.

Training Program for Food Service Workers

Starting Rate of Pay (current grade 1)	\$12.84
Completion of One Year of Training	\$13.45 Certified Rate (\$0.61)

Training Program for Cooks

Starting Rate of Pay (current grade 3)	\$14.09
Completion of One Year of Training	\$14.81 Certified Rate (\$0.72)

Training Program for Building Services

Starting Rate of Pay (current grade 2)	\$13.45
Completion of One Year of Training	\$14.09 Certified Rate (\$0.64)

Starting Rate of Pay (current grade 4)	\$14.81
Completion of One Year of Training	\$15.57 Certified Rate (\$0.76)

Training Program for Grounds

Starting Rate of Pay (current grade 4)	\$14.81
Completion of One Year of Training	\$15.57 Certified Rate (\$0.76)

Starting Rate of Pay (current grade 5)	\$15.57
Completion of One Year of Training	\$16.40 Certified Rate (\$0.83)

Starting Rate of Pay (current grade 6)	\$16.40
Completion of One Year of Training	\$17.10 Certified Rate (\$0.70)

CWA Bargaining Unit Titles

<u>Job Code</u>	<u>Job Title</u>
91001	Assistant Building Services Worker
94001	Assistant Carpenter
94010	Assistant Electrician
92001	Assistant Groundskeeper
92002	Assistant Groundskeeper Certified
95001	Assistant HVAC Technician
94021	Assistant Locksmith
94051	Assistant Maintenance Repair Worker
93011	Assistant Mechanic
93001	Assistant Mover
94031	Assistant Painter
94041	Assistant Plumber
91002	Building Services Worker
91003	Building Services Worker Certified
94002	Carpenter
96008	Catering Assistant
96011	Cook
94011	Electrician
95011	Energy Management Technician
96001	Food Service Helper
96002	Food Service Worker
92003	Groundskeeper
92004	Groundskeeper Certified
92021	Horticulturist
92022	Horticulturist Certified
95002	HVAC Technician
94015	Integrated Electronic Technician
92010	Irrigation Specialist
92011	Irrigation Specialist Certified
92050	Laborer
94022	Locksmith
94052	Maintenance Repair Worker
94053	Maintenance Repair Worker Certified
91010	Master Building Services Worker
91011	Master Building Services Worker Certified
94003	Master Carpenter
94004	Master Carpenter Certified
96012	Master Cook Certified
94012	Master Electrician
94013	Master Electrician Certified
96003	Master Food Service Worker
92005	Master Groundskeeper
92006	Master Groundskeeper Certified
92023	Master Horticulturist
92024	Master Horticulturist Certified
95003	Master HVAC Technician
95004	Master HVAC Technician Certified
94023	Master Locksmith
94024	Master Locksmith Certified

94054	Master Maintenance Repair Worker
94055	Master Maintenance Repair Worker Certified
93014	Master Mechanic
93015	Master Mechanic Certified
93004	Master Mover
93005	Master Mover Certified
94033	Master Painter
94034	Master Painter Certified
94043	Master Plumber
94044	Master Plumber Certified
93012	Mechanic
93013	Mechanic Certified
93002	Mover
93003	Mover Certified
94032	Painter
91050	Physical Facilities Storekeeper
94042	Plumber
95021	Stationary Engineer 1
95022	Stationary Engineer 2
96021	Storekeeper

Communications Workers of America

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