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# Contract Agreement

**Between**  
**The University of Toledo**  
**And**  
**Local #2415 and Ohio Council #8**  
**American Federation of State,**  
**County and Municipal Employees**  
**AFL-CIO**  
**Effective**  
**7/1/2020 – 6/30/2021**

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**PREAMBLE**

This Agreement governs relations between the University of Toledo, represented by members of the Board of Trustees, hereinafter referred to as the "Employer", and Ohio Council 8, American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO, and AFSCME Local 2415 AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of conditions of employment.

**ARTICLE 1**  
**TOTAL INTEGRATION**

1.1 This Agreement contains the full and complete agreement between the Employer and the Union, eliminating all prior and contemporaneous oral agreements. The wages, hours, terms, and other conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under those laws. Specifications under related Ohio laws that are not specifically written into this Agreement shall not append its terms. Except where this Agreement has superseded Ohio laws, including all specifications under those laws, terms and conditions not included in this Agreement remain governed by state and federal law.

1.2 In the event any article, section or appendix is declared illegal, this contract shall be reopened on such article, section or appendix. The Employer and the Union shall meet to negotiate a lawful alternate provision. However, such negotiation shall not affect the enforcement or validity of any other provision of the Agreement. In the event the parties cannot reach agreement, the issue(s) shall be submitted to mediation. If the parties cannot reach an agreement through the mediation, the Mediator shall submit a written report within fifteen (15) calendar days from the conclusion of the mediation. The report shall contain the Mediator's proposed solution to the issue(s) outstanding and a rationale in support of the solution.

The party's legislative bodies must accept or reject the Mediator's finding within twenty (20) calendar days from the postmark of the finding. The rejection of the Mediator's report must be by simple majority of those voting. If not rejected, the Mediator's solution is deemed accepted and incorporated into the rest of the agreement.

In the event either party rejects the Mediator's report, the Union is free to take concerted job actions in compliance with relevant State law and the Employer is free to implement its last, best offer. The cost of the Mediator shall be born equally between the parties.

1.3 The parties have met and have brought forth all written documents or agreements for consideration of whether such agreements shall continue as part of the terms and conditions of the Agreement. Any such agreements not brought forward during negotiations shall be deemed null and void.

**ARTICLE 2**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

2.1 The Employer and The Union each agree that it will not discriminate against any person because of age (over 40), sex, marital status, race, color, creed, handicap, disability, national origin, ancestry, sexual orientation and gender expression, political affiliation, or union activity. The Employer and the Union agree that harassment on the basis of any of the above-mentioned classifications may exist in the workplace and will not be tolerated. Any and all claims of discrimination or harassment by employees subject to the terms of this Agreement may be resolved by the grievance procedure.

2.2 All complaints regarding discrimination are subject to the University of Toledo's Equal Opportunity complaint process.

2.3 The Union shall be provided with a copy of the Affirmative Action Plan of the University of Toledo and any amendments made thereto. The employer shall discuss any proposed amendment to the plan before a change is made.

**ARTICLE 3  
MANAGEMENT RIGHTS**

3.1 The Employer retains the sole right to manage its operations and direct the working force, including the right to determine the methods, means and personnel by which the Employer's operations shall be conducted, to direct the schedule, shift and location of the work of employees; to maintain order and efficiency in its operations and facilities; to subcontract; to promulgate reasonable work rules; and to hire, lay off, assign, and promote employees; subject only to such regulations governing the exercise of these rights as expressly provided by this Agreement.

3.2 The Employer retains the sole right to discipline, suspend, and discharge employees for just cause, including violation of any of the terms of this Agreement provided that in exercising this right it will not act in violation of this Agreement.

3.3 The above rights of Management are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in Management. Any of the rights, powers and authority the Employer had prior to entering into this collective bargaining agreement are retained by the Employer except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

**ARTICLE 4  
RECOGNITION**

4.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classified and unclassified service.

4.2 Exceptions are supervisors, administrators, middle managers, persons employed in highly and strictly confidential positions, employees in Human Resources budget departments, Division of Advancement, students as defined in ORC 4117, salaried personnel, grant-funded personnel (defined as those whose sources of payroll are at least 50% discretionary accounts), contract personnel, and those employees occupying classifications listed in Article 4, Sections 4 and 5 herein. Policemen, policewomen and guards as defined in the collective bargaining act (security officers and radio dispatchers) are further excluded from the unit as are all other types of employees referred to in the exclusionary provisions of Section 4117.01(C) (1) through (14) of the Revised Code. Temporary employees referred to in Article 34 are also excluded from the bargaining unit.

4.3 Supervisory employees shall be defined as any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

**4.4 CLASSIFIED**

AV Service Supervisor 1; Accountant 2, 3; Administrative Assistant 1 – those who were exempt as of February 1, 2002 will remain exempt; all positions added after that date will be bargaining unit eligible; Administrative Assistant 2 – those who were in the bargaining unit as of February 1, 2002 will remain in the bargaining unit; Administrative Assistant 3 – those who were in the bargaining unit as of February 1, 2002 will remain in the bargaining unit; Administrative Secretary 2 – Grants; Building Maintenance Superintendent 1;

Data Entry Supervisor 2; Fiscal Officer 1, 2; Fiscal Officer 3; Housekeeping Manager 1, 2; Library Associate 2; Mail Center Supervisor; Office Manager 1, 2; Sales Manager 4; Storekeeper 2, 3; Secretary 1 (One each in each of the following) - the two employees who hold this position in the following departments will remain exempt; there will be no other exempt positions for Secretary 1s in these or any other departments after February 1, 2002; Respiratory Therapy; Secretary 2 (One each in the following departments except as indicated) – the employee who holds this position in the following department will remain exempt; when the position becomes vacant it will become bargaining unit eligible; Nursing Services Administration; Plant Operations & Maintenance; Hospital Administration – one clerical/administrative support position regardless of classification; President’s Office – one clerical/administrative support position regardless of classification; Provost’s Office – one clerical/administrative support position regardless of classification

#### **4.5 UNCLASSIFIED**

Chief Cardiology Nuclear Medicine Technologist; Chief Nuclear Medicine Technologist; Clinical Nurse Specialist; Employee Health Nurse; Instructors Paramedic Training Program; Lab Assistants Paramedic Training Program ; Lab Supervisor/Technologist; Nursing Assistant; Operations Supervisor; Pathology/Teaching Assistant; Pharmacy Intern; Any Intern; Physician Assistant

#### **4.6 INFORMATION TECHNOLOGY**

Clerical employees in Information Technology are bargaining unit eligible. Technical positions for which the job descriptions are primarily focused on clinical applications and PC support will be bargaining unit eligible. Those positions for which the job descriptions are primarily focused on supporting networks, servers and enterprise applications will be bargaining unit exempt as of June 30, 2012. The Parties will mutually review each job classification in Information Systems and determine into which category it should be assigned and determine its bargaining unit eligibility status by May 1, 2012. If not mutually agreed to by that date, the parties agree to mediate.

4.7 If the Employer adds or develops any new classification not currently existing, it will meet with the Union to determine if the classification is to be included in the bargaining unit. If the classification is to be included in the bargaining unit, then the parties shall negotiate the rate of pay for the classification.

4.8 Labor-Management Committee. The Union and Employer agree to participate in a UTMC and/or University wide labor-management committee over the term of this contract to discuss the creation and administration of occupational job categories to address unique circumstances within job categories.

### **ARTICLE 5 TIME DOCUMENTATION**

5.1 The University of Toledo has the obligation under the Fair Labor Standards Act to record all time worked by employees. Compliance with this provision is the responsibility of supervisory personnel. If it is necessary for an employee to be relieved from work duties or be away from the work area, the employee must obtain approval from the supervisor. While on paid time, employees are not allowed to leave the premises, defined, for the purpose of this Article, as the Employer's grounds and travel enroute, unless prior approval is obtained from the employee's supervisor. Reasonable requests will be honored.

5.2 Employees whose duties require them to leave the premises are required to document departure and return, in accordance with departmental practices.

5.3 Employees are to document hours worked in accordance with the University of Toledo practices and procedures. All employees will document their time worked by using the same recording method, except where such recording methods are not presently in place or available. Nothing in this agreement shall preclude an effort by the University of Toledo to develop a uniform system.

**ARTICLE 6  
CALL-BACK PAY AND ADMINISTRATIVE LEAVE**

6.1 When an employee is required to return to work after the end of regular work hours, the employee shall be paid four (4) hours of pay no matter how short a time actually worked. Such hours shall be recognized as hours of work for the purposes of the current policy of overtime calculation. An employee called back to work shall not be eligible to receive additional call-back pay if called back again within one (1) hour after clocking out. There will be no maximum on the number of call-back pays.

6.2 The call-back provision shall not apply when an employee continues to work after the regular work schedule without leaving the work site, or when an employee is called into work early and continues to work into the regular work shift.

6.3 When employees are called back to work on an emergency, and said employees perform services which would prohibit them from having ten (10) hours off prior to the beginning of their next regularly scheduled shift, employees may request permission from their supervisor to use Administrative Leave in one hour or more blocks. After having ten (10) hours off, the employee may be required to report to their regularly scheduled shift. The Employer agrees to provide forty (40) hours of Administrative Leave per calendar year for classified and unclassified employees in the bargaining unit. Requests by employees shall not be unreasonably denied.

**ARTICLE 7  
CORRECTIVE ACTION**

Types of Offenses:

7.1 An employee may be subject to corrective action for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any failure of good behavior, or any other acts of misfeasance, or nonfeasance in office, use of alcohol or abusive drugs while on duty, or for other just cause.

7.2 The Employer will ordinarily follow the principle of progressive corrective action through a system of coaching, Level 1 oral/written warning, Level 2 written warning, Level 3 Pre-Discharge Written Warning with an Optional Suspension of up to five (5) unpaid days, and Level 4 Discharge. However, it is also recognized that a combination of various corrective actions against an employee or an act of a serious nature may prompt the Employer to consider and bypass one or more of the corrective steps outlined above. If the Employer bypasses any of the corrective steps, the Employer agrees to notify the Union within a reasonable time of such action. Should the action take place outside normal business hours, the Employer shall notify the Union within twenty-four (24) business hours excluding Saturday, Sunday and Holidays.

7.3 Corrective action shall be taken with discretion, so as not to cause public embarrassment to the



employee. An employee may have a Union Representative present when corrective action is taken if the employee desires.

#### 7.4 Level 3 Pre-Discharge Warning with an Optional Suspension and Level 4 Discharge Hearing:

Employees shall be afforded an opportunity for a Level 3 Pre-Discharge/written warning with an unpaid suspension as well as a Level 4 discharge hearing before the Head of Human Resources or his/her designee during their regularly scheduled working hours, or a mutually agreeable time, prior to being discharged or suspended without pay. Prior to such hearing, the charges shall be reduced to writing with a copy to the employee and the Union. Employees required to attend such hearings will be paid for actual hours spent in such hearings. In special cases, an employee may be suspended without pay pending a hearing by the supervisor or Human Resources Department, but such hearing must be held within 72 hours, excluding Saturday, Sunday and Holidays after such suspension. Employees who fail to appear at their scheduled hearing for any reason shall forfeit their right to a hearing provided reasonable notification of the hearing was provided. In such cases, appropriate corrective action may be given to the involved employee without a hearing.

7.5 Corrective action must be based on charges which have been presented to the employee, not more than seven (7) working days (excluding weekends and holidays) after management confirms the facts underlying the incident. Charges will be served on the employee via personal service if the employee is at work or via email and certified mail if the employee is on vacation or other leave of absence. The union shall receive a copy of the charges via email.

7.6 Coachings will be filed in the departmental file and shall not be appealable beyond level 1 of the Grievance Procedure. Level 1 Oral/Written Warning and Level 2 Written Warning shall not be appealable beyond Level 3 of the Grievance Procedure.

7.7 After twelve (12) months, corrective action records which have resulted in coaching, Level 1 oral/written warning or Level 2 written warning shall be disregarded in subsequent corrective action. Upon written request by the employee, level 1 and level 2 records shall be removed from the employee's personnel file after twelve (12) months. All records of corrective action (except for coaching) shall be maintained only in the Human Resources Department.

7.8 Corrective action records which have resulted in a Level 3 Pre-Discharge/Written Warning (with or without an unpaid suspension option) shall be disregarded in subsequent corrective action or in considering the employee for promotion, transfer or voluntary demotion after twenty-four (24) months, provided there have been no subsequent suspensions in the intervening period. Upon written request by the employee, these records shall be removed from the employee's personnel file after twenty-four (24) months, provided there have been no subsequent suspensions in the intervening period.

7.9 Notwithstanding the provisions of Sections 7.7 and 7.8 above, any employee's corrective action for harassment or violence shall be maintained in the employee's personnel file and active for three years and can be used as an additional basis for discipline at any time if the employee engages in similar conduct.

## **ARTICLE 8 EDUCATIONAL BENEFITS**

8.1 **Eligibility:** For the purpose of this Article employee shall be defined as:

A. Full-time permanent Bargaining Unit employees shall be eligible for payment of the tuition and general fees for no more than eight (8) hours per semester for undergraduate, graduate, and eight (8) semester hours for Law. This benefit is not cumulative. Credit hours not used in one semester may not be used in a subsequent semester.

B. Part time employees who are budgeted to work 50% of full time or more shall be eligible for fee payment benefits in proportion to the percentage of full time which the employee is budgeted to work. The percentage/proportion of payment is based on the applicable fees for the registered hours. This benefit is not cumulative. Credit hours not used in one semester may not be used in a subsequent semester.

C. Financial assistance in excess of tuition and fees for eligible bargaining unit members and eligible dependents will be pursuant to the Institutional Aide Policy 3364-30-53.

**8.2 Probationary Employees:** Probationary employees will be eligible for the fee payment benefit after successful completion of their probationary period.

**8.3 Spousal Benefit:** For the purpose of this Article, spouse or domestic partner shall be defined as the legal spouse of a Bargaining Unit employee. The spouse of an employee shall not be eligible for fee payment benefits until the employee has completed one (1) continuous year of University employment.

**8.4 Definition of Dependent:** For the purpose of this Article, dependent shall be defined as an individual dependent child (natural child, step child, or adopted child) who is actually claimed as a personal exemption under the provisions of Section 151 of the Internal Revenue Code, a full time University of Toledo student (minimum of twelve credit hours) and unmarried until the end of the calendar year in which the child turns age twenty four. The dependent child of an employee shall not be eligible for fee payment benefits until the employee has completed one (1) continuous year of University employment.

**8.5 Relevant Fees:** Payment of fees for employees shall include tuition, general application, and a one-time waiver of the new student registration fee.

**8.6 Relevant fees for Spouses and Dependents:** Payment of fees for dependents include undergraduate tuition, application and a one-time waiver of the new student registration fee. In order to be eligible for this benefit, dependent(s) must take a minimum of 12 credit hours per academic semester as set forth in Section 8.4 above and the Education and tuition Waiver Policy 3364-25-35. Spouses are eligible for payment of undergraduate tuition, application and a one-time waiver of the new student registration fee for unlimited credit hours.

**8.7 Graduate Level Benefit for Spouses/Domestic Partners and Dependents:** (Employer agrees to grandfather those currently enrolled in the selected programs in accordance with the College of Graduate Studies enrollment guidelines.)

**8.8 Survivor Benefit:**

A. In the case of the death of a Bargaining Unit employee who has completed five (5) years of service with The University of Toledo, or is a retiree (receiving a retirement benefit from OPERS or STRS based upon service), the fee payment entitlement shall continue for the surviving spouse so long as he or she has not remarried and for any dependent children of the decedent, including any child conceived but not born at the time of the employee's death.

B. Fee payment benefits for the surviving spouse and/or children of a deceased Bargaining Unit employee

shall be administered in accordance with the Collective Bargaining Agreement in effect at the time the entitlement is used.

**8.9 Reciprocals and related fee payment programs:** An agreement exists between Bowling Green State University and the University of Toledo whereby eligible employees of one university may take courses with a fee waiver at the other university according to that university fee waiver policy, procedures and eligibility requirements.

**8.10 Employee Termination:** When an employee terminates during the semester in which a fee payment is in effect for the employee, spouse or dependent, the cost of the course(s) must be paid on a pro-rated basis provided the employee, spouse or dependent completes the course(s) but if the employee, spouse or dependent does not complete the course(s), the full cost must be paid.

**8.11 Courses During Work Hours:** Employees may not take courses during working hours, unless the course(s) is a requirement for the job. However, if the course(s) is required for a degree and not offered at another time, the employee may be permitted to take the course(s) and will be required to make up the work time. The employee must receive supervisory approval and notify the Human Resources Department in writing of how this is to be done. Compensated rest periods cannot be used to make up the time; the time may be made up before or after regular hours or on Saturdays. Otherwise, arrangements must be made for unpaid leave for the time off the job resulting in a temporary reduction in pay.

## **ARTICLE 9 INSURANCE**

### **9.1 ELIGIBILITY**

The Employer will continue to provide regular permanent full-time employees and eligible regular permanent part-time employees and their eligible dependents for the duration of this Agreement with a health insurance/hospitalization program.

If the healthcare, prescription, dental, and vision plan designs are enhanced for other Bargaining Unit groups at the University, these enhancements will apply to this Bargaining Unit also.

### **9.2 EMPLOYEE CONTRIBUTION RATES**

The employer agrees that the employee contribution amounts for health care plans (including dental, vision and EAP plans) shall be:

#### **Eligible regular permanent full-time employees:**

*Single Coverage*

1/1/2017 – term of this Agreement: 20% of full monthly premium

*Single Plus One*

1/1/2017 – term of this Agreement: 20% of full monthly premium

*Family Coverage*

1/1/2017 – term of this Agreement: 20% of full monthly premium

#### **Eligible regular permanent part-time employees:**

*Single Coverage*

1/1/2017 – term of this Agreement: 40% of full monthly premium

*Single Plus One*

1/1/2017 – term of this Agreement: 40% of full monthly premium  
*Family Coverage*

1/1/2017 – term of this Agreement: 40% of full monthly premium

Premium rate increases will not exceed 15% in any contract year.

### **9.3 HEALTH CARE PLANS**

The Employer shall provide hospitalization coverage for which the payment schedule is based on site of care. Employees will be offered a 90/10 percent coinsurance (after any applicable deductibles). The University will also offer a CDHP all years of the contract.

All new hires into the bargaining unit may only select CDHP as the medical option.

During the term of this agreement, the University agrees to provide primary care appointments for sick visits within 24 normal business hours to UT Family Medicine Physicians, UT General Internal Medicine Physicians, and/or UT Pediatricians for employee and/or dependents covered by employee's health plan. Services are billed to employee's insurance plan.

An employee who experiences a medical issue after reporting to work may call for an appointment at a UTMC or GMC practice as outlined above for purposes of determining if the employee should remain at work. If an appointment is available, the employee with approval from their supervisor shall clock out to attend the appointment. The employee will not receive points to attend the appointment. If the employee is instructed that he or she may return to work the employee shall clock back in. Upon returning to work, employee will submit a request for reimbursement for time used during appointment. Appropriate documentation including physician release slip will be required. If the employee is instructed to go home, the employee must use sick leave for the remainder of the shift and will receive sick day equivalent points.

9.4 Employees who are covered under the University's health care policy and go on an unpaid leave of absence may elect to continue their benefits by paying 100% of the monthly premium. Health benefits for unpaid leaves of absence covered under Family and Medical Leave may be continued by paying regular monthly employee contribution amounts for up to twelve (12) weeks in a twelve-month period, based on remaining eligibility.

9.5 After consultation with the Union, the Employer may establish reduced hours, leave programs, or schedules of work which will allow employees to work less than a forty (40) hour week (full-time) and still receive full-time benefits.

9.6 Eligible regular permanent part-time employees may continue to participate by contributing scheduled employee portions. Such contribution shall be made by payroll deduction. Eligible part-time employees are those employed in a continuing regular permanent part-time position budgeted at twenty (20) hours or more each week. The University may offer benefits to employees at a lower FTE at its discretion.

### **9.7 SPOUSAL HEALTH CARE ELIGIBILITY**

For all benefit eligible employees, if a spouse has accessibility to medical insurance through their employer, they must enroll in that plan as primary for a minimum of single coverage and may stay on the UT plan as secondary. If the working spouse makes \$25,000 or less per year annually and health insurance through their employer would cost them more than \$75 / month for a single plan/employee contribution, they may be carried on the UT plan as primary. No employee may be simultaneously covered as an employee and a

dependent / spouse on the University’s health care plan; nor can an individual be covered as a dependent/spouse on more than one (1) university plan.

**9.8 FLEXIBLE SPENDING ACCOUNTS**

Eligible employees may participate in a flexible spending account plan for out-of-pocket medical expenses and/or dependent care assistance expenses.

**9.9 PRESCRIPTION PLAN**

The prescription plan is bundled with a Medical plan, meaning the pharmacy benefit can only be accessed if the employee has enrolled in a UT medical plan. For generic drugs, the employee gets the cheaper of cost + \$1 or flat fee.

	Retail	UT Pharmacy Locations
30-day supply		
Tier 1 (Generic)	Only a 10 day emergency supply is available @ \$7.99	\$7.99
Tier 2 (preferred Brand)	Only a 10 day emergency supply is available @ \$19.97	\$19.97
Tier 3 (non-preferred Brand)	Only a 10 day emergency supply is available @ \$39.93	\$39.93
31-90 day supply		
Tier 1 (Generic)	n/a	\$19.97
Tier 2 (preferred brand)	n/a	\$37.27
Tier 3 (non-preferred brand)	n/a	\$73.93

Full-time regular permanent and eligible regular permanent part-time employees may have a prescription filled at both of the University of Toledo Out-Patient Pharmacies while enrolled in a University of Toledo sponsored medical/prescription plan.

Non-emergent prescriptions can be dropped off in the OP Pharmacy during normal business hours or in the prescription drop box at any time but will only be available to be picked up in the OP pharmacy during regular outpatient pharmacy hours. Only cash, credit, or debit cards will be accepted as forms of payment. Emergent prescriptions when the OP pharmacy is closed can be filled at any University sponsored plan participating pharmacy for an emergency 10-day supply. Employees may be able to fill prescriptions under their spouse’s health plan as well as pick up over the counter medications and other supplies. The Outpatient pharmacy staff can assist in identifying coverage under other plans. Members are expected to show their current prescription benefit card, supplied to you by the prescription benefit manager, at the time of fill.

Prescriptions may be filled for up to a 3 month period based on valid Physician order. If an employee insists on a brand name drug when a generic is available, they will have to pay 100% of the difference between the generic cost and the brand name drug cost.

The formulary used will be the National formulary of the current prescription benefit manager including preauthorization, quantity management and Step Therapy protocols.

Non-specialty medication prescriptions may be filled at the UT pharmacies for up to a 90-day supply based on

valid provider order. Specialty medications are limited to UT pharmacies and will be filled for a 30-day supply.

Other than prescriptions for chronic conditions, over the counter drugs will not be covered under the prescription benefit.

#### **9.10 OPTICAL PLAN**

The Employer will adopt the Main Campus optical plan for benefits eligible employees and eligible dependent (IRS definition) family members residing in the employee's household. Eligible employees who elect this benefit will pay the monthly premium by payroll deduction and will agree to participate in the plan for at least twenty-four (24) consecutive months; full time employees will pay 20% of the full monthly premium and part time employees will pay 40% of the full monthly premium.

PREMIUM WILL BE TAKEN OUT 26 TIMES A YEAR.

#### **9.11 DENTAL PLAN**

The Employer will adopt the Main Campus dental coverage at current levels or higher if mutually agreed for benefits eligible employees but may provide services through a closed panel or Preferred Provider Program. Individuals who enroll and subsequently withdraw from the dental plan may not re-enroll until an open enrollment period, which occurs at least 12 months after withdrawal. Full time employees will pay 20% of the full monthly premium and part time employees will pay 40% of the full monthly premium.

PREMIUM WILL BE TAKEN OUT 26 TIMES A YEAR.

#### **9.12 LIFE INSURANCE**

The Employer shall continue to provide regular full-time employees with term life insurance in accordance with the following schedule:

15 years and over \$25,000 coverage

10 to 15 years \$20,000 coverage

5 to 10 years \$15,000 coverage

Less than 5 years \$10,000 coverage

#### **9.13 LABOR MANAGEMENT COMMITTEE**

The Union and the Employer agree to participate in a UTMC and/or University wide labor management committee over the term of this contract to discuss improvement in patient safety, patient satisfaction, and health care and prescription drug cost management for the Employer and bargaining unit employees. The parties will meet on a quarterly basis beginning January 1, 2015 unless otherwise agreed.

#### **9.14 EMPLOYEE ASSISTANCE PROGRAM**

The Employer recognizes the value of employee assistance programs and will continue to provide the current employee assistance program for University employees for the duration of this agreement. If the employee assistance program becomes unavailable, the parties will meet to select a comparable replacement program.

**ARTICLE 10**  
**SPOUSAL ELIGIBILITY**

10.1 **Definition.** In accordance with the decision of the Supreme Court of the United States in *Obergefell v. Hodges*, 135 S.Ct. 2584 (2015), the University of Toledo will hereby discontinue eligibility to domestic partners as it pertains to any and all University benefits except that this will not affect benefits selected prior to a date six months after the ratification of this Agreement during open enrollment for the 2017 health insurance plan year.

10.2 **Eligibility.** To satisfy eligibility for all University benefits, employees must be in a lawfully recognized marriage, including marriages that were validly entered into outside of the United States so long as those marriages could have been entered into in at least one (1) state.

10.3 In the event that the *Obergefell* decision is overturned, the University and the Union agree to revive the provision in their prior CBA, including applicable affirmations, relating to benefits afforded same-sex (but not opposite sex) domestic partners to the extent the University may legally offer such coverage.

**ARTICLE 11**  
**FILLING OF VACANCIES**

11.1 All classified and unclassified bargaining unit vacancies in the same job classification in Environmental Services, Food and Nutrition Services (Food Service Workers only), Facilities Maintenance, and Telecommunications (Operators only) which occur as a result of an employee being promoted, transferred, demoted, terminated, or as the result of a new position being created, will be filled by the most senior employees in the department expressing interest in the position. The satisfactory work record requirements in section 11.10 do not apply to senior employees filling vacancies under this section.

11.2 If the vacancy is not accepted by the most senior employees in the departments in the classifications outlined in Section 11.1 above, and for vacancies in all other departments, the vacancy will be posted for four (4) working days (excluding weekends and holidays). Employees must submit their bids for a vacancy during the four (4) working days of posting. The posting shall be removed at 4:30 p.m. on the fourth day and bids will not be accepted after that time.

11.3 Job postings shall contain the date of the posting, the pay range of the job, the job title, the initial reporting location, the normal working hours, a summary of the duties and a list of the required qualifications or training necessary and notice of whether a test will be administered for the position. However, the qualifications, special training, or test must fairly represent the duties of the position. Such identification in no way restricts the Employer's right to alter the job as previously held as long as such alterations are not prohibited elsewhere in this Labor Agreement.

Nothing in this section restricts Management's right to establish or to modify the normal working hours originally posted for the position. Such changes or modifications shall be done only for legitimate business reasons. Except for changes made unit-wide on the shift, should employees be reassigned to another shift, rescheduled on a regular basis to work different days than initially assigned for their position, or have their starting time changed by 4 hours or more, the employees shall be allowed to bump in accordance with Article 18. Before making such changes in an individual employee's position, the Employer shall canvas the shift in the unit for qualified volunteers.

In those cases where an individual employee's starting time is being changed by fewer than 4 hours, the employer shall first make a request for qualified volunteers. If no qualified employee volunteers, then the Employer shall make the change in the position of the least senior qualified employee on the shift in the unit.

A full position description shall be available in the Human Resources Department. The Union shall receive a copy of each posted position. The employee shall be responsible for verifying their qualifications for the job in accordance with all of the specifications and requirements outlined in the posted position. Failure to do so shall disqualify the employee from consideration for the position. The Human Resources Department shall provide the Union, upon request, with a copy of the Statistical Information Sheet including the name of the employee chosen for the position.

11.4 All postings shall be distributed and placed on appropriate University of Toledo bulletin boards by the Employer.

11.5 All non-probationary employees are eligible to bid on posted jobs.

11.6 The successful applicant will assume the position within twenty-eight (28) days unless such transfer would have an adverse effect on operational needs. The Union will be advised in writing of any delay beyond the twenty-eight (28) day period specified in the preceding sentence. An employee who has been awarded a job as a result of this process shall not be eligible to bid on another position during the probationary period.

11.7 Employees may not receive a lateral transfer or voluntary demotion more than once in any twelve (12) month period except to change their full-time equivalency (FTE) from part-time to full-time or vice versa once in a twelve (12) month period unless approved by mutual agreement of the parties. If employees return to their previous positions by their request, they shall not be permitted to bid again for one (1) year unless approved by mutual agreement of the parties.

11.8 In the event bargaining unit employees withdraw their bids, or decline a position after the list of three (3) employees are certified to the department or unit, other bargaining unit employees, or, if none are available, non-bargaining unit personnel will be considered to insure a total of three (3) certified candidates for the department manager's consideration until a candidate is awarded the position and it is accepted.

11.9 Upon written request, individuals who are not successful bidders may receive the name of the individual selected and the reason for their non-selection from the Human Resources Department.

11.10 Bargaining unit employees who are in the classification of the vacancy, and all other bargaining unit employees, shall be qualified to bid for the vacancy if: (1) they meet the current required qualifications specified on the posting; and (2) they have a satisfactory work record with no active level 2 or level 3 corrective actions.

Qualified bidders shall be ranked by seniority. The factors considered to select the candidate for the vacancy shall include: (1) the employee's qualifications compared to the requirements for the job listed in the posting; (2) seniority; (3) experience; (4) education/training (certifications, specialty classes, training sessions, etc.); and (5) prior work record (conduct, attendance, etc.). The selection shall be made from the three (3) most senior qualified employees to fill the vacancy. If fewer than three (3) qualified bargaining unit employees bid on a vacancy, qualified non-bargaining unit individuals may be considered. An outside candidate must be better qualified for the vacancy to be selected over a bargaining unit member for the position.



11.11 If no employee bids on a job opening or no one has the basic qualifications to perform the job, the position can then be filled by someone from outside to be determined by the Human Resources Department.

11.12 The parties recognize the need to establish intermittent, contingency and/or academic year positions and such positions shall be in the bargaining unit. Contingent positions will be defined as positions utilized on an as needed basis that will be determined by departmental needs. Operational needs/minimum shift requirements will be communicated in writing to staff as soon as practicable. Such positions shall be ongoing but shall normally not exceed 1000 hours per year except academic year positions.

11.13 The parties recognize two categories of contingent employees: regular and premium contingent staff. Premium contingent positions may be paid up to a 25% premium without sick leave or other benefits except for provisions afforded under article 14. Regular contingents shall accrue sick time, receive holiday compensation as defined in article 14, but are not entitled to any other benefits including contingent premium pay.

## **ARTICLE 12 FUNERAL LEAVE**

12.1 Each full-time employee or regular part-time employee who is absent from work due to a death in the employee's current immediate family, defined as spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or person who stands in the place of a parent shall be granted a leave of absence up to five (5) consecutive working days (excluding weekends and holidays) to be used exclusively to make funeral arrangements and to attend the funeral. The funeral leave shall not extend beyond the date of the funeral, even if a balance of the five (5) days exists. If the funeral is out of town (500 miles round trip), one day from the balance of the initial five (5) days may be used for return travel. Each full-time or regular part-time employee shall be granted a leave of absence not to exceed one (1) day to attend the funeral of former immediate family members. Pay for such leave shall be deducted from the employee's accumulated sick leave up to the maximum of hours scheduled on the days taken off. If sufficient sick leave is not available the employee may be granted a leave of absence without pay for up to five (5) consecutive working days for current immediate family (excluding weekends and holidays).

12.2 The employer may request proof before approving payments for funeral leave.

## **ARTICLE 13 DISPUTE RESOLUTION PROCEDURES**

13.1 Purpose:

The purpose of this Article is to provide an effective method for settlement of disputes. The University of Toledo and AFSCME encourage informal resolution to employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible. Such review and discussions should be held with a view to reaching understanding which will resolve the dispute without the need of recourse to the formal grievance process (if applicable). The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

13.2 Definitions:

- A. Grievance: If a dispute arises over the interpretation or application of any specific provision of this Agreement or term of employment specifically provided for by this Agreement, it shall be defined as a grievance.
- B. Mediation: Mediation is a process where the parties enlist the help of a neutral third party in fashioning the parties' own solution to the problems underlying their dispute. Mediators do not impose solutions but serve rather to facilitate communication and imagination amongst the parties.

### 13.3 Eligibility:

Employees who have not yet passed their new hire probationary period cannot utilize the grievance process.

### 13.4 Time Limits:

Failure at any level of the dispute resolution process to communicate the decision within the specified time limits shall permit the grievant and/or their representative to proceed to the next level. The grievance form shall be presented to management via the UT email system. Grievance responses shall be provided to the union via UT email system.

### 13.5 Informal Level:

For a dispute that arises over the interpretation or application of any specific provision of this Agreement or term of employment specifically provided for by this Agreement, the employee, with or without a Union Representative, shall complete a grievance form and meet with the immediate supervisor or appropriate manager as soon as possible, but not later than ten (10) working days after the event(s) giving rise to the problem or the employee knew or should have known of the event(s) giving rise to the problem. The immediate supervisor or manager will meet with the employee and the parties will attempt to reach a mutually satisfactory resolution within ten (10) working days of the receipt of the form. A copy of the form will be provided to Human Resources. Also, a copy of the supervisor's decision must be provided to Human Resources.

If, after the informal level, labor or management deem the issue to be a grievance per the definition provided above, then the following will:

## GRIEVANCE PROCESS

### 13.6 Level 1 – Next Level of Supervision

- A. If the grievance is not settled during informal discussions, the employee and/or their Union Representative shall reduce all facts concerning the grievance to writing on the grievance form, and present it to the next level of supervision for discussion and settlement within 10 (ten) working days of the conclusion of the informal discussion outlined in Section 13.5 above.
- B. In reducing the grievance to writing, the employee shall set forth with reasonable clarity; the nature of the act or acts on which the grievance is based, the time such acts occurred, the identity of the jobs and employees covered by the grievance, the provisions of the Labor Agreement which have been violated and the remedy requested.

- C. The next level of supervision shall answer within ten (10) working days after the grievance has been presented. The answer shall set forth in written detail and with reasonable clearness the facts and provisions of the Labor Agreement on which the decision is based.

#### 13.7 Level 2 – Next Level of Supervision

If the written grievance is not settled at Level 1, it shall be submitted to the next level of supervision or department administrator for discussion and settlement within ten (10) working days of management's response at Level 1. The next level of supervision or department administrator shall answer within ten (10) working days after the grievance has been presented for discussion and settlement. The answer shall set forth in written detail and with reasonable clearness the facts and provisions of the Labor Agreement on which the decision is based.

13.8 Grievances resulting from filling of vacancies, seniority, or from corrective action issued by the Human Resources Department resulting in unpaid suspension or termination will be submitted to Level 3 of the Grievance Procedure within ten (10) working days after the event occurs.

#### 13.9 Level 3 – Department/Division Vice President or Designee and Appointing Authority or Designee

If the written grievance is not settled at Level 2, it shall be presented by the employee or a Union Representative to the office of the appropriate department/division Vice President and Appointing Authority and/or designee within 10 working days after management's response at Level 2. A hearing will be scheduled within ten (10) working days after management's response at Level 2 unless the union or employee formally withdraws the grievance in writing. The Vice President or Vice President's designee and the Appointing Authority or designee shall respond to the grievant within ten (10) working days after receipt of the grievance or ten (10) working days after the close of the hearing.

#### 13.10 Level 4 – Mediation (Optional)

Any grievance may be submitted to mediation by either the University or AFSCME in accordance with the then applicable rules of the American Arbitration Association, Federal Mediation and Conciliation Service, or SERB within ten (10) business days of receiving the request to proceed to mediation. An alternative mediator may be selected with mutual agreement of the University and AFSCME.

#### 13.11 Level 5 - Arbitration

Any grievance alleging violation of this collective bargaining agreement which remains unresolved after having been fully processed, pursuant to the grievance procedure set forth above, may be submitted to binding arbitration, providing the Union serves written notice of demand to arbitrate the grievance or dispute upon the Employer within ten (10) working days after receipt of Employer's written decision under Level 3 above. If the parties are unsuccessful in mediation, the Union has 10 working days after the mediation session or after receipt of the mediation report to submit to arbitration. The grievance shall be submitted to arbitration in accordance with the following procedure:

#### 13.12 Procedure:

Within fifteen (15) days of receiving a notice to arbitrate, the parties shall select an arbitrator from a panel provided by the Federal Mediation & Conciliation Service (FMCS) if the parties are unable to mutually agree

upon an arbitrator. The arbitrator shall be notified as soon as possible of their selection and a hearing shall be scheduled as soon as possible. For discharge cases, an arbitration hearing will be scheduled to be held within one hundred and fifty (150) days of the receipt by the Union of the University of Toledo's third step answer or step 4 mediation session / report. Except as provided hereafter, failure to meet these time limits will result in the grievance being considered withdrawn by the Union. If the time limits are exceeded through no fault of the Union, the grievance shall not be considered withdrawn. Nothing in this section shall preclude the parties from extending the time limits set forth herein by mutual written agreement.

#### 13.13 Rules:

The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of the specific Articles of this Agreement, and the arbitrator shall be without power or authority to make any decisions contrary to, inconsistent with, modifying, or varying in any way the terms of this Agreement.

The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Head of Human Resources and the Union Representative. The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

13.14 All expenses incidental to the selection of the arbitrator, the fee and all other expenses relating to the proceeding itself will be shared equally between the Union and the Employer.

13.15 The arbitrator shall render a written award which is complete enough to allow the parties to determine the basis of his decision as quickly as possible after the hearing, but no later than thirty (30) days after the hearing has been held or the arbitrator receives the parties' post-hearing briefs. If a grievance has not been timely processed at any level of the grievance procedure by the Union, it shall be deemed waived and the arbitrator shall be barred from hearing it. It is the intent of the parties to process grievances as quickly as possible as they arise.

13.16 The grievant may be present at any level of the grievance procedure if there is a discussion of the grievant's problem between the Employer and the Union. By the same token, the grievant may or may not choose to have union representation at any level of this procedure. The Employer will provide the Union with a copy of all written responses.

13.17 It is understood and agreed that by mutual agreement of the parties, any level of the grievance procedure may be omitted and/or the time limits at any step may be extended for a specified period of time in writing.

13.18 No grievance may be settled individually with an employee that is contrary to the terms of this Agreement. No agreement shall be made with an employee individually at any meeting provided in this article without the Union being offered an opportunity to have a representative present.

13.19 Any financial remedy resulting from an award granted herein, shall be limited to up to nine (9) months or one-half (1/2) the time owed, whichever is greater, not to exceed a maximum of 12 months.

e.g., 3 months = 3 months

6 months = 6 months

9 months = 9 months

12 months = 9 months

18 months = 9 months  
24 months = 12 months  
36 months = 12 months

If the parties mutually agree to a delay in the arbitration process due to scheduling difficulties arising between the parties' representatives or the arbitrator, the employee's remedy will not be tolled for the period of the delay under this section

## **ARTICLE 14 HOLIDAYS**

### **A. 14.1 Recognized Holidays:**

An "Academic Holiday Calendar" recognizes the holiday dates for employees in positions that do NOT support 24 x 7 operations, Monday through Friday. A "Clinical Enterprise Holiday Calendar" recognizes the holiday dates for employees in positions that support seven-days-a-week operations.

If any of the holidays as provided herein falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. If any of the holidays as provided herein falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday. Employees whose work schedules are based on the requirements of a seven-days-a-week work operation shall observe holidays on the actual days specified as provided herein.

The recognized holidays are:

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
President's Day (Flex to day after Thanksgiving)  
Columbus Day (Flex\*)  
Christmas  
New Year's Day  
Martin Luther King Day  
Memorial Day

\*Flex to Christmas Eve for seven-days-a-week operations.

### **14.2 Holiday Premium Pay:**

Any employees required to work on a recognized holiday shall be paid a premium of one and one-half times their hourly rate for all hours worked in addition to their holiday pay or they may be granted holiday compensatory time off at time and one-half (1 1/2) in addition to the normal day of holiday pay provided the employee's total of holiday and overtime compensatory time does not exceed the maximum number of hours allowed to be accumulated as set forth elsewhere in this agreement.

### **14.3 Scheduling During Holiday Weeks**

The employer has the right to schedule all staff nurses on in-patient floors to the full budgeted FTE each

week, including weeks on which a holiday falls. The employer and union agree to establish an annual opt-out procedure for all staff nurses on in-patient floors and to designate a preference for a day off during one (1) of the weeks in which they are not scheduled to work the holiday, provided operational needs of the University Medical Center permit.

#### **14.4 Holiday Pay Distribution:**

If an employee is required to work on a holiday, they will receive holiday pay in an amount equal to all hours worked. If an observed holiday falls on an employee's day off, such employee shall be paid holiday pay for that day regardless of the day of the week on which it is observed.

- If an employee is a 1.0 FTE, they will receive 8 hours of holiday pay.
- If an employee is a .9 FTE, they will receive 8 hours of holiday pay.
- If an employee is a .6 FTE, they will receive 4.8 hours of holiday pay.
- If an employee is a .5 FTE, they will receive 4 hours of holiday pay.
- If an employee is below a .5 FTE, they will not receive any holiday pay since they are not considered part time per this article.

#### **14.5 Holiday Pay during Vacation Leave:**

Days specified as Holidays shall not be charged to an employee's vacation leave unless as otherwise specified under section 44.8.

#### **14.6 Holiday Pay for Sick Call Off:**

If an observed holiday falls on a day whereby an employee is requesting sick leave, such employee shall be assessed two sick day levels/equivalents.

An employee who does not report to work the day before, the day of, or the day after the holiday due to an illness of the employee or a member of the employee's immediate family shall not receive holiday pay as provided by this division, unless the employee can provide documentation of extenuating circumstances that prohibited the employee from so reporting to work. An employee shall not be paid for a holiday if the employee is in unpaid status (i.e. is on an unpaid or unapproved leave of absence or suspension), on the scheduled work day immediately preceding the holiday.

## **ARTICLE 15**

### **INJURY LEAVE**

15.1 Employees must notify supervision of intent to commence a disability leave related to an injury or occupational disease which has been allegedly sustained "in the course of and arising out of" their employment. Employees must provide a disability slip from a licensed physician which clearly shows a disability "from" and "to" date. Failure to do so may result in forfeiture of other protections contained in this article. Employees who notify supervision of such intent, and produce a valid disability slip, will automatically be paid sick time for up to 7 days (assuming that the employee has accumulated enough sick time hours) for disability periods which have been approved by the Physician of Record in their Bureau of Workers' Compensation claim.

15.2 Employees are prohibited from collecting BWC benefits and sick pay concurrently by BWC and Industrial Commission rules. However, employees who have accumulated enough hours of sick time may arrange to continue to use sick time for BWC related disability periods longer than seven (7) days by notifying their

supervisor in writing that they choose to do so, and by providing a valid disability slip. The extent of sick time used under this provision shall not exceed those hours used in the forty-five (45) work days immediately after the date of injury, at which point the employee must revert to BWC benefits. In the event that sick time is exhausted during this period, the employee may elect to use accrued vacation and/or compensatory time by notifying their supervisor. Neither vacation nor compensatory time used will be re-credited. Employees will continue to accrue sick time and vacation time for the period they have chosen to continue receiving sick time, vacation time, or compensatory time. When the employee reverts to BWC benefits, this accrual will cease. However, qualified employees shall continue to be carried on hospitalization benefits for up to one year (1) from the date of the injury. Employees will accumulate seniority for up to one year while on approved BWC disability leave.

15.3 Employees with officially approved BWC claims may request that all sick time used during the forty-five (45) work days immediately following their injury be re-credited to their sick time balance. Periods considered will be those for which the employee has produced a valid disability slip which clearly states the "from" and "to" dates of the disability period, and is signed by the physician of record in the claim. Such requests will not be accepted until the claim has been finally adjudicated.

15.4 Holidays which occur during the time the employee is carried on the regular payroll shall be compensated as a holiday and not charged to injury leave.

15.5 Employees who return to work prior to the expiration of the forty-five (45) work day period provided herein, and then are disabled at a later date due to the same injury, may use the unused portion of the forty-five (45) work days and thereafter follow the procedure outlined in the Article.

## **ARTICLE 16 JURY LEAVE**

16.1 Employees who are subpoenaed for jury duty or for a court appearance by the United States, the State, or any political subdivision and appears or performs such duty, such employees shall be compensated at their regular pay for the day or the hours they would have been scheduled to work. Employees will not be compensated for any time lost for appearing in any civil or criminal court proceedings wherein they are the plaintiff or the defendant.

16.2 In order to receive payment under this article, employees must give the Employer prior notice that they have been summoned and must furnish satisfactory evidence of such performance.

16.3 Employees who are subpoenaed and must report for jury duty as outlined in 16.1 above shall not be required to be on call the day before and the day of their jury duty.

## **ARTICLE 17 LABOR/MANAGEMENT MEETINGS**

17.1 Once a month on a specified day and time during working hours the Head of Human Resources or designee, and Union Local President and Chief Steward shall meet to discuss pending problems to promote a more harmonious relationship between the Union and the Employer.

17.2 If there is no agenda for the scheduled meeting, said meeting may be cancelled by mutual agreement of

both parties.

17.3 Special Labor/Management meetings shall be held when requested by either party. When special Labor/Management meetings have been requested, they shall be convened as soon as feasible.

17.4 It is understood that any of the Labor/Management meetings may be attended by additional management representatives and Union officials by request of the committee only. Union members, other than officials, may be present if the parties agree mutually prior to the meeting.

17.5 A specific agenda shall be furnished at least three (3) working days in advance of scheduled meetings. Both parties shall provide each other with specific information available to them at the time the agendas are exchanged. Any other relevant information that becomes available shall be provided to the other party by no later than the start of the meeting.

The parties shall be fully prepared to discuss items on the agenda at the meeting. Topics not on the agenda may be discussed only by mutual agreement.

## **ARTICLE 18 LAYOFFS, SUBSEQUENT REHIRE AND FURLOUGHS**

18.1 Workforce Reduction Alternatives: Prior to the University exercising rights afforded in 18.2, the parties agree to explore options to redesigning the workforce in order for the department / unit to meet budgetary constraints. The parties agree that Management will offer a voluntary reduction in FTE by seniority in each affected department/unit. This would be an additional option for the parties and not required as part of the process. If an employee accepts a voluntary reduction in FTE, this would be permanent and without recall rights. Any benefit reductions would occur. The parties also could agree to offer voluntary shift changes by FTE offered by seniority. If an employee accepts a voluntary shift change, it would be permanent and without recall rights. This would be an additional option for the parties and not required as part of the process.

18.2 Layoff Definition: In the event of a reduction of the working forces for lack of work, lack of funds or abolishment of position(s), the reduction will be made within the job classifications affected on the basis of bargaining unit seniority in accordance with the following procedure. The Employer will end the employment of all temporary and new hire probationary employees in the classification within the unit/department where a job abolishment is planned to occur.

### ***Process:***

#### **18.3 EMPLOYEES WITH TWO YEARS OR LESS BARGAINING UNIT SENIORITY:**

- A. Review Available Vacancies including Least Senior Employee in Same Classification or Choose Voluntary Layoff: Regular employees whose positions have been abolished, or who have been displaced from their positions and have two years or less bargaining unit seniority, will follow the following process:
  - i. *Vacancy Requirement:* The affected employee may fill any available vacancy in their same FTE or lower, same classification or lower, provided they have the current qualifications and ability to



perform the available work. Satisfactory performance must be demonstrated within a probationary period of 90\* calendar days (see section 18.6 below). If a vacancy exists in their classification at their same FTE or lower, the EMPLOYEE MUST TAKE IT and go on recall if not made whole OR they can move to (iii).

- ii. *Least Senior Employee:* If option (i) doesn't exist, then the employee has the right to take the least senior employee in the same classification, any shift, any unit/department, any FTE same or lower provided they have the current qualifications and ability to perform the available work. Satisfactory performance must be demonstrated within a probationary period of 90\* calendar days (see section 18.6 below).
- iii. *Voluntary Layoff:* Regular employees whose positions have been abolished, or who have been displaced from their positions who choose not to take an available vacancy or exercise their eligible rights to displace another employee as described above must declare one of the following two options at the time of abolishment/displacement:
  - 1. the employee may choose to be laid-off and placed on the appropriate recall list and may bid from the date of layoff internally for other jobs until their recall rights are exhausted for jobs for which they are qualified and are among the top three bidders; or
  - 2. the employee may choose to be laid-off with no recall rights and may continue to bid internally for a period of two years from the date of layoff for jobs for which they are qualified and are among the top three bidders.

#### 18.4 EMPLOYEES GREATER THAN TWO YEARS BUT LESS THAN EIGHT YEARS BARGAINING UNIT SENIORITY:

- A. Regular employees with more than two (2) years of bargaining unit seniority whose positions have been abolished, or who have been displaced from their positions, must take an available vacancy if one exists in their classification at their same FTE and same shift. If there are no vacancies in their same classification, same FTE and same shift, they will have the right to the following process:
  - 1. May fill any available vacancy in their same FTE or lower, same classification or lower provided they have the current qualifications and ability to perform the available work. Satisfactory performance must be demonstrated within a probationary period of 90 calendar days (See, Section 18.6 below); or
  - 2. Displace the least senior employee, same classification with the same or lower FTE within their department without recall or;
  - 3. Displace the least senior employee in their classification, same FTE, same shift, any department provided their seniority entitles them to do so and provided they have the current qualifications and ability to perform the available work; if none then;
  - 4. Displace the least senior employee in the same classification, same FTE, any shift, any department; if none then;
  - 5. Displace the least senior employee in the same classification, same FTE or next lower FTE, any shift, any department. Satisfactory performance must be demonstrated within a probationary period of 90\* calendar days (see section 18.6 below). Refer to examples provided at the end of the article.

- B. If (A) is not an option, employees with greater than two years of bargaining unit seniority who have held a position within the prior two (2) years and completed the probationary period for that position shall have the right to displace the least senior equivalent (FTE) employee in that classification prior to being laid off.
- C. Any employee who would otherwise be laid off, after following (A) or (B) as described above, shall have the right to displace the least senior employee with the same or next lower full-time equivalency (FTE) in a lower classification in the same classification series within the bargaining unit provided their seniority entitles them to do so, and they have the current qualifications and ability to perform the available work. Satisfactory performance must be demonstrated within a probationary period of 90\* calendar days (see section 18.6 below).

**Examples of displacement rights as described in Article 18.4:**

The following examples are for reference only and should not be considered a complete list of every scenario and every option. Options will be varied dependent upon multiple factors, which will be reviewed with the employee at time of displacement. All employees will be entitled to only **one** displacement per position held.

**Example#1**

**1.0 FTE Position to be abolished.**

- 1.0 FTE ABOLISHED (Linda Lou)
- .75 FTE Alice Wonder
- 1.0 FTE Mary Sunshine
- .25 FTE Thomas Thumbs

Linda Lou can take the 1.0 FTE position that Mary Sunshine holds.

**Example #2**

**.75 FTE Position to be abolished**

- .75 FTE ABOLISHED (Linda Lou holds two FTE's: .50 FTE AND .25 FTE)
- 1.0 FTE Alice Wonder
- .50 FTE Mary Sunshine
- .25 FTE Thomas Thumbs

Linda Lou can take the .50 FTE that Mary Sunshine holds AND take the .25 FTE position that Tom Thumbs holds.

**Example #3**

**.75 FTE Position to be abolished**

- .75 FTE ABOLISHED (Linda Lou holds one FTE for .75)
- 1.0 FTE Mary Sunshine
- .50 FTE Alice Wonder
- .25 FTE Alice Wonder

Linda Lou can take the .50 FTE that Alice Wonder holds. Alice's .25 FTE remains unaffected in this scenario

**18.5 EMPLOYEES WITH EIGHT YEARS OR MORE BARGAINING UNIT SENIORITY:**

Regular employees with eight (8) or more years of bargaining unit seniority who would otherwise be laid off, after following 18.4 as described above, shall have the right to displace the least senior employee on the any shift with the same or next lower full-time equivalency (FTE) in a comparable pay range or a lower

classification within the bargaining unit provided their seniority entitles them to do so, and they have the current qualifications and ability to perform the available work. Satisfactory performance must be demonstrated within a probationary period of 90\* calendar days (see section 18.6 below).

18.6 PROBATIONARY REMOVAL AFTER TAKING A VACANCY IN 18.3 a. (i) or DISPLACING IN 18.3 a. (ii), 18.4 and 18.5 above:

- A. If the employee is subsequently probationarily removed by management, they will have three options: (1) go on involuntary layoff with recall rights if no additional vacancy exists; (2) take a second vacancy (in their same FTE or lower, same classification or lower) if one exists, and no recall; or (3) voluntary layoff if a vacancy is declined (see 18.3 a. iii.).
- B. Within 14 calendar days the employee can notify Human Resources and elect to: (1) select a second vacancy (in their same FTE or lower, same classification or lower) if one exists with recall, if applicable or (2) take a voluntary layoff if a vacancy is declined (see 18.3 a iii options below). If no vacancy exists, the employee would either go on voluntary layoff (see 18.3 a. iii.) or they may elect to stay in the original vacancy.

18.7 Notice Period: Regular layoffs shall be by bargaining unit seniority within affected job classification and shift. Employees shall be given a hand-delivered notice fourteen (14) days before the effective date of a regular layoff. If mailed, the notice shall be mailed at least seventeen (17) days before the effective date of a regular layoff.

18.8 Recall Rights: Employees **who retain recall rights** shall be recalled in the reverse order in which they were laid off. Employees who are laid off retain reinstatement rights for two years from the date of layoff. A copy of the recall lists will be provided to the Union.

18.9 Voluntary Applications: Employees on layoff who desire employment in classifications other than the one from which they are on a recall list, are responsible for periodically checking with the Human Resources Department to determine available vacant positions for which they may be qualified and interested in filling.

18.10 Restrictions: No employee shall be promoted or hired into a bargaining unit classification in which a layoff occurred, unless all employees in the affected classification on the recall list have been sent recall notices. A vacancy shall not be filled with a non-bargaining unit person if full or part-time employees in the same classification on layoff have bid on the vacancy.

18.11 Temporary Layoff Procedure

A. Temporary Furlough

Temporary furloughs shall be by bargaining unit seniority within affected job classifications and shift. There shall be voluntary and mandatory temporary furloughs.

1. Temporary furloughs shall first be offered to affected employees on a volunteer basis by seniority commencing with the most senior employee.
2. The following provisions shall apply to temporary voluntary furloughs.

- a. Temporary voluntary furlough hours shall not be counted as temporary mandatory furlough hours (see below). The Employer will make reasonable efforts not to use temporary voluntary furlough more than once per person in a pay period.
  - b. Employees volunteering or forced to take temporary voluntary furlough may decide to take paid leave, i.e., compensatory time, personal time or vacation.
  - c. If additional temporary furloughs are needed, the furloughs shall be mandatory in the reverse order of seniority on a rotating basis (see below).
1. The following provisions shall apply to temporary mandatory furloughs.
- a. Temporary mandatory furlough after volunteers are exhausted shall be on a rotating basis within a classification starting with the least senior and by unit/department as applicable. An employee may opt to take their turn of unpaid mandatory furlough in lieu of another employee. Any dispute will revert back to the seniority list. The Employer will make reasonable efforts not to use temporary mandatory furlough more than once per person in a pay period.
  - b. Employees required to take temporary mandatory furlough may decide to take paid leave, i.e., compensatory time, personal time or vacation. However, at management's discretion, and during times determined needed for budgetary purposes, temporary mandatory furlough will be unpaid. This is capped at 32 hours per calendar year per employee.
  - c. The University of Toledo shall not apply either temporary voluntary furlough nor temporary mandatory furlough procedures until Agency, temporary and contingent/intermittent employees in the same classification, in the affected unit, are first put on leave in the order set forth above.
  - d. There shall be no temporary transfers or other assignments into the position affected by a temporary voluntary or mandatory furlough while the employee in the position is on temporary furlough, except in case of an emergency.
  - e. Employees not given advance notice of temporary mandatory furlough, prior to reporting to work, who report to work, will be paid 3 hours show-up pay.
  - f. The University of Toledo shall keep temporary voluntary and mandatory furlough records, including a list of volunteers. Periodic reviews of department records will be discussed through Labor/Management Committee meetings.

#### B. Temporary Layoff

Temporary layoffs, for less than thirty (30) working days, shall be by bargaining unit seniority within affected job classification and shift. This section will not be used for the purpose of avoiding the payment of unemployment compensation.

- 1. Notice: Employees shall be given a hand-delivered notice fourteen (14) days before the effective date of a temporary layoff. If mailed, the notice shall be mailed at least seventeen (17) days

before the effective date of a temporary layoff.

2. Recall: Employees shall be recalled in the reverse order in which they were laid off.

#### 18.12 Bumping Procedure for Staff Nurses

If the University of Toledo determines that layoffs or job abolishments are necessary, the University of Toledo shall determine from which nursing units and shift the layoffs or abolishments shall be required. Once the University of Toledo has made the above decision, those nurses affected may exercise their rights to bump other less senior nurses subject to the restrictions specified in Sections 3, 4 and 5 of this article.

- A. Restrictions: Nurses may bump into positions in the following units for which they are qualified. For purposes of this section, qualified shall mean at least one year of work experience in a same or similar position within the past two years and the ability to perform the job with a maximum of 30 calendar days orientation.

Operating Room  
Hemodialysis  
Surgical ICU  
Medical ICU/Neuro ICU  
PACU  
Emergency Department

However, the University of Toledo reserves the right to discontinue bumping (and, therefore, no bumping will be permitted) when in the judgment of the University of Toledo further bumping would displace a significant number of current employees on a unit or a shift which would result in a situation which compromises the quality of patient care or would negatively impact the quality of patient care.

- B. Discontinued Bumping: Nurses may bump into any other nursing unit, not listed in A above, for which they qualify. However, bumping will be discontinued (and, therefore, no further bumping will be permitted) when bumping results in 30% of turnover or changeover in a unit and no more than half of the above 30% may impact any one shift.

\*If a vacancy/bid is posted as 180 calendar days, that will be the probationary period. Other than that, all probationary periods for displacements under this article are 90 calendar days.

#### **ARTICLE 19 LUNCH PERIOD**

19.1 All employees shall be scheduled a one-half (1/2) hour lunch period during each work shift of six hours or more. This lunch period shall be scheduled as near as possible to the middle of each work shift. Whenever an employee is requested to work overtime which will exceed three (3) additional working hours in any working day, the Employer shall grant the employee one-half (1/2) hour with pay to obtain a meal.

19.2 Employees who are required by their supervisor to be on-call or work during their scheduled lunch period, shall be assigned an alternate lunch period if possible by their supervisor. In the event employees are required to work during their lunch and, in fact, miss their lunch period, such employees shall notify their

immediate supervisor in writing as soon as possible but no later than the end of the employee's next work day. If verified by the supervisor, thirty (30) minutes shall be credited to the employee's time card and such time shall be included in the calculation of overtime.

19.3 Only with the prior approval of the supervisor may one or both breaks be combined with the lunch period.

## **ARTICLE 20 NO STRIKE AND NO LOCKOUT**

### **20.1 NO LOCKOUT**

The Employer agrees not to institute a lockout of employees during the term of this Agreement.

### **20.2 NO STRIKE**

It is understood and agreed that the service performed by the employees included in the Agreement are essential to the health, safety and welfare of the patients. The Union, therefore, agrees there shall be no strike, work stoppage or interruption of the work for any cause whatsoever or picket the Employer's premises, nor shall there be any work slowdown or other interference with the services.

20.3 The Employer may require employees to go through picket lines of any organization to maintain services at any of its facilities after adequate arrangements have been made to protect the employees from bodily harm. Employees shall not be required to cross picket lines at any facility not being operated by the Employer.

## **ARTICLE 21 ON-CALL PAY**

21.1 Employees in departments requiring on-call status will receive two dollars (\$2.00) per hour that they are scheduled to be on-call, but not at work.

21.2 Employees must be able to respond to being contacted during a scheduled on-call period and when called into work must report within one (1) hour, unless there has been a defined period of time predetermined by their department. If the employee lives more than fifty (50) miles away from the institution, it will be handled on a case by case basis.

21.3 When an employee is called at home to perform work or provide consultation in troubleshooting, under the direction of an authorized supervisor, and the employee is not required to return to the workplace, but instead can provide the assistance remotely, the employee shall be paid a minimum of .5 hours of pay regardless of how short the actual time worked. Any work time in excess of the initial .5 hours will be paid in .5 hour increments. Such hours shall be recognized as hours of work for purposes of the current policy of overtime calculation.

21.4 The on-call period will be defined as the hours that an employee will be required to be accessible to work or resolve issues from a remote location. Employees must be accessible by telephone, pager or other electronic device during the on-call period. The on-call period will be considered a regular shift. Once the employee reports to work, the employee will be paid their hourly rate of pay, applicable overtime and

compensatory time will be applied if the total weekly number of hours worked exceeds forty (40) hours. Employees called in to work during a scheduled on-call period will be paid for at least four (4) hours of pay no matter how short a time actually worked.

21.5 If the employee is sick during what was assigned to be their on-call shift, they must call in sick as they would if they were working their regular shift. They will be required to use sick time and will be pointed as this is considered a regular shift. The employee will still be required to fulfill their obligation.

#### NURSE ON-CALL

21.6 All full-time staff nurses will be required to take one twelve (12) hour shift of on-call every twenty eight (28) calendar day schedule. Part-time and contingent nurses will be required to take one twelve (12) hour shift of on-call every two (2) twenty eight day schedules.

21.7 Full-time, part-time and contingent nurses are required to work one (1) Friday, one (1) Saturday, and one (1) Sunday of on-call per calendar year.

21.8 Management shall post all open shifts/ "holes" in the schedule as early as possible to allow staff nurses to schedule on-call. If a staff nurse picks up a shift that has been identified as a "hole" by management they may schedule themselves as "on-call worked." This pre-scheduled time will count towards the on-call requirement. On-call worked is defined as a shift that you are scheduled to work.

If more than one employee requests the shift it will go to the most senior person based on bargaining unit seniority.

Employees scheduled as "on-call worked" and subsequently called off before the start of their shift, will be seen as fulfilling their on-call obligation for that shift.

Staff nurses who do not voluntarily pick up a "hole" in the schedule will be scheduled as "on-call scheduled." "On-call scheduled" is defined as being available in a work ready status to work the shift if needed.

21.9 After the schedule is published, a staff nurse may take the on-call requirement for another nurse. In that event, the nurse whose on-call is taken will be credited with completing their on-call obligation for that shift, in that twenty eight (28) day schedule.

Nurses may also trade on-call shifts with the permission of their immediate supervisor. No reasonable request will be denied.

21.10 When a staff nurse is called in for "on-call scheduled or on-call worked" they will work on their unit and will not be pulled to work in another unit/area.

21.11 If a staff nurse is called in to work when on-called scheduled or on-called worked and is then subsequently sent home during any portion of that shift, the on-call requirement for that nurse will be considered completed for the scheduled period.

21.12 The University and the Union will meet quarterly to address units or departments that have a higher than normal rate of on-call usage.

The University agrees to furnish time records to the union that are necessary for it to conduct reviews of and enforce the on-call procedure.

**ARTICLE 22  
OVERTIME**

22.1 Employees who are required to work more than forty (40) hours in a payroll week beginning 12:00 midnight Saturday to 11:59 p.m. the following Saturday shall be compensated at one and one-half (1½) times their regular rate of pay or be given compensatory time on a one and one-half (1½) basis except for sick time used. Sick time used will not be counted in the calculation of weekly overtime.

22.2 Mandatory Overtime: When management determines that it is necessary that employees stay and work beyond their normal quitting time, the following procedure shall be in effect:

- A. If management has advanced notice that an overtime opportunity exists, the overtime opportunity will be posted and employees given the option to sign up for the overtime slot to be worked.
- B. If management has no advanced notice of the opportunity, or an overtime slot was not filled as described in 22.2 A, employees will first be asked to volunteer to stay and work based upon who is next in the rotation.
- C. If the slot or slots is/are not filled on a volunteer basis, then the least senior employee in the positions will be required to stay. This shall be done on a rotating basis so that the same employee shall not be required to stay every time there is such a requirement.
- D. Employees will be notified as early as possible before the overtime period commences that they will be required to stay and work beyond their normal quitting time.
- E. In situations of a personal emergency, employees will not be required to work overtime. Employees shall not misuse the personal emergency exception to avoid overtime.
- F. The Employer will make reasonable efforts to minimize the use of mandatory overtime.

22.3 The Employer will make every effort to equalize overtime, and call-in overtime on a fiscal year basis between employees in the same classification and in the same department or unit. To facilitate the equalization of overtime or call-in overtime, the Employer will maintain a rotating overtime list, showing the number of hours of overtime worked for each employee in the same classification in each department or unit. Employees who decline overtime, or who cannot be contacted to work call-in overtime will be charged with the actual hours of overtime they would have otherwise worked for purposes of determining overtime equality. Employees who are unequal at the end of each year shall not be compensated, but shall be given an opportunity, within a reasonable period of time, to become equal, as overtime work becomes available. Overtime opportunities need not be offered to employees during their probationary period.

22.4 Employees entitled to receive overtime or premium pay shall be entitled to accrue those hours as compensatory time up to the maximum number of hours as provided elsewhere in this Agreement. Any compensatory time accrued in excess of two hundred forty (240) hours will be paid out as it is earned.



Employees who wish to be on the accrual system shall execute a form proposed by the University of Toledo.  
22.5 No employee will be required to work mandatory overtime more than one hundred (100) hours per calendar year. No employee will be required to work more than sixteen (16) hours in a twenty four (24) hour period.

22.6 When employees are required to work mandatory overtime, and said employees perform services which would prohibit them from having ten (10) hours off prior to the beginning of their next regularly scheduled shift, employees may request permission from their supervisor to use Administrative Leave in one hour or more blocks. After having ten (10) hours off, the employee may be required to report to their regularly scheduled shift. The Employer agrees to provide forty (40) hours of Administrative Leave per calendar year for classified and unclassified employees in the bargaining unit. Requests by employees will not be unreasonably denied.

22.7 Employees who work overtime are entitled to breaks and lunch (meal) periods as outlined in Article 27.

### **ARTICLE 23 PAY DAY**

23.1 Pay Day shall be every other Friday. All paychecks shall be direct deposited in an account maintained by the employee at a banking institution or credit union of their choice.

23.2 Pay stubs will be available electronically on the Wednesday before payday. The pay stub will contain identical information, but not limited to, the current pay stub. Access and usage of the electronic pay stub program (E.P.S.P.) will be password protected and encrypted. Access to payroll information will be available to those employees unable to obtain this information electronically. Additional equipment will be added to employee only/restricted areas. All employees will be required to participate in the E.P.S.P.

23.3 Upon request, errors and/or omissions in excess of five (5) hours' pay will be reimbursed to the employee prior to the next payday, otherwise all other errors and/or omissions will be corrected on the following pay day.

23.4 This section authorizes the Employer to make any applicable deductions from an employee's paycheck upon the employee's termination for any liability owed, including property, parking tickets, etc.

**ARTICLE 24  
PERSONNEL FILES**

24.1 Employees shall be permitted to review the contents of their Personnel File in the presence of a representative of the Human Resource Department during non-work time or with the permission of the employee's supervisor when such records are reasonably available for inspection.

24.2 In addition to such reviews, employees and/or their Union Representative may review such file prior to disciplinary hearings or in the processing of grievances related to such information. Employees' Representatives may review Personnel Files upon request, in the presence of a representative of the Human Resource Department.

24.3 Employees shall continue to receive a copy of materials that will become a part of their personnel record when they request such copy.

24.4 Employees or the Union Representative shall be provided with copies of material in the file upon payment of a reasonable fee not to exceed seven cents (\$.07) for each page over ten (10) pages.

24.5 Access to medical, psychiatric or psychological information shall be available in accordance with the Privacy Act.

**ARTICLE 25  
PROBATIONARY PERIOD**

25.1 The normal initial probationary period for newly hired employees shall be one hundred eighty (180) days. Initial probationary employees may be disciplined or terminated without resort to the grievance procedure. Appropriate step increases will occur at the successful completion of the probationary period.

25.2 The normal probationary period for a promotion shall be one hundred eighty (180) days. Promotional probationary employees may be returned to the same or similar position from which they came if the employee is unable to perform the job satisfactorily. Employees may request to return to the same position from which they came within the first thirty (30) calendar days. Appropriate salary adjustments will occur at the successful completion of the probationary period.

25.3 Employees who voluntarily demote themselves are considered on probation for the first 180 calendar days. Such employees if their performance is deemed unsatisfactory will have the right to fill an available vacancy for which they qualify.

25.4 Employees who transfer laterally from one job to another may request to return to the same position from which they came within the first thirty (30) calendar days. Employees who transfer laterally from one job to another may be returned by Employer to the same position from which they came, if the Employer determines they are unable to perform the job satisfactorily, within the first sixty (60) calendar days. Employees who change positions within the same pay grade but to a different job classification are on probation for the first 180 calendar days.

25.5 These time limits may be extended by mutual written agreement between the Employer and the Union.

**ARTICLE 26  
PUBLICATION**

26.1 A copy of the Collective Bargaining Agreement shall be available to all employees by this Agreement via the Web. Management agrees to post the contract on the Human Resources and Talent Development website and will have available to the Local a page on the University of Toledo website.

**ARTICLE 27  
REST PERIOD**

27.1 All employees will be scheduled a fifteen (15) minute rest period during each four (4) hours of the shift. If employees are required by their supervisor to work during their scheduled rest period, the supervisor shall schedule an alternate rest period.

27.2 If an employee regularly works at a site which is a considerable distance from the closest designated break area where employees may take their scheduled fifteen (15) minute rest, the Labor/Management meeting shall establish the length of additional time to be granted to such employee or employees for travel purposes to and from the rest area.

**ARTICLE 28  
SAFETY AND HEALTH**

28.1 **Safety and Health Committee.** The University of Toledo Safety Committee will be established in accordance with guidelines determined by the Joint Commission on Accreditation of Healthcare Organizations. Members of the Committee will be those positions specifically directed by the Joint Commission on Accreditation of Healthcare Organizations, plus three (3) union members, a chairman, and others deemed appropriate.

The Safety Committee will meet and review those matters recommended by the Joint Commission on Accreditation of Healthcare Organizations; Occupational Safety and Health Act; and appropriate state and city safety rules and directives. The Chairman of the Committee shall have the discretion to cancel a scheduled meeting, provided a majority of Committee members support the cancellation.

The Committee shall recommend those actions, procedures, and rules necessary to ensure that the University of Toledo is in compliance with all appropriate safety rules and regulations.

Employees are encouraged to report all safety violations and concerns. The Union Representatives shall bring safety complaints from employees to the Safety Committee and the Committee will attempt to resolve its complaints within a reasonable time.

Advance written notice of Safety Committee meetings, place, date and time will be provided to all members. Should a regularly scheduled meeting need to be postponed, the postponement notice will include the rescheduled meeting time.

28.2 **Infection Control.** Consistent with the Centers for Disease Control and Prevention Guideline for Infection Control in Health Care Personnel, and University Policy 3364-109-EH-603, the parties agree that all bargaining unit employees who come in contact with patients in the hospital or ambulatory care clinics will

need to be vaccinated against influenza when flu season begins each fall. The influenza vaccine will be offered to all health care workers, including pregnant women, before the influenza season, unless otherwise medically contraindicated or it compromises sincerely held religious beliefs.

## **ARTICLE 29 SENIORITY**

29.1 Seniority shall be defined as the uninterrupted length of continuous service in a position within the Bargaining Unit with the University of Toledo and/or predecessors of the University of Toledo. Seniority shall be measured in calendar days of employment. Any employee under jurisdiction of this Agreement transferred or promoted to a position with the Employer not under this Agreement may be returned without loss of seniority already earned to the date of transfer.

29.2 The term "continuous service" as used in this Agreement, shall be so construed that absence from employment due to illness, accident, other approved leaves of absence or layoffs up to two (2) years due to lack of work or funds shall not cause a break in the term "continuous service." It shall, however, be broken for any of the following reasons:

- A. Quit or voluntary resignation;
- B. Discharge for cause;
- C. Failure to return to work at scheduled expiration of leave of absence;
- D. A leave of absence may be cancelled and service broken if the employee performs other work without the Employer's knowledge;
- E. An employee absent from work for three (3) consecutive working days without notification in accordance with departmental procedures will be considered a voluntary quit and will cancel all previous seniority except in case of extreme personal emergency, such case to be reviewed by Management and the Union.
- F. An employee on layoff who fails to report for work within ten (10) days after being notified by registered mail at their last known address on file in the Human Resources Department will be considered as a voluntary quit and this will cancel all seniority and re-employment rights unless the Human Resources Department has been properly notified and has agreed to the extension of time. If an employee is to be separated under this section the Union shall be notified and shall have five (5) working days in which to determine if there are extenuating circumstances which prevented the laid off individual from responding. The parties agree to meet within the five (5) days to consider the possible extension of the reporting time by the Employer.

29.3 The Employer will provide up-to-date classification seniority lists to the Union. These lists shall be kept up to date and give the employee's date of employment in the classification and total seniority. The list shall be available for all employees to examine.

**ARTICLE 30**  
**SICK TIME PROGRAM & LEAVES OF ABSENCES**

30.1 Eligibility:

This Article applies to all full time, part time and contingent employees who earn sick time.

30.2 Accruals of Sick Time:

Employees shall accumulate sick leave at the rate of .058 per hour of pay including vacation and sick leave, but not including time on an unpaid leave of absence. Accrual of sick leave shall be unlimited. Employees may use sick leave, upon approval of the responsible administrative officers, for absences due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy and/or childbirth and related conditions, and to illness, injury or death in the employee's immediate family.

30.3 Proper Notification Defined:

Employees who are unable to report to work shall be responsible for directly notifying their immediate supervisor, or their designee prior to the beginning of their work shift. Existing departmental call-in procedures shall be reviewed by the labor/management committee for reasonableness. Employees will be informed of the names of supervisors and/or designees who are to be called concerning inability to work due to illness. Employees shall be eligible for sick leave payment if they are prevented from calling in prior to the shift by acts of nature or other events documented by a police accident report, hospital admission, or Emergency Room slip. Each and every late call off will be considered a separate violation covered under Article 7 "Corrective Action".

30.4 Definitions:

Sick Day: means an employee is not present or not in attendance for any portion of a scheduled shift for a period of time of two (2) hours or beyond due to 30.1 reasons. Two (2) sick days shall be assessed for each sick day incurred on the weekends. (Only one sick day will be assessed if the weekend shift is made up within twelve (12) months of the occurrence) One "sick day" is also equivalent to two (2) lates/early outs.

Early Out: means an employee who leaves work due to 30.1 reasons for a period of time less than two (2) hours and is treated in the same manner as lateness below. This is equivalent to ½ of a sick day as defined above.

Lateness: Late will be defined as 5 minutes or more up to one hour and 59 minutes after the employee's shift begins and tardies will cease to exist. This is equivalent to 1/2 of a sick day as defined above. Leaving work without prior approval before the employee's scheduled shift ends will be considered a code of conduct issue under Article 7.

Weekend: for all shifts, except for the internal agency, begins 10:59 P.M. on Friday and ends 10:59 P.M. on Sunday each week.

Rolling Twelve (12) Month Period: will be considered by beginning with the most recent occurrence of a sick day or its equivalent and counting twelve (12) consecutive months backwards.

Shift: is defined as a scheduled period of time of at least four( 4) hours.

30.5 Exclusions:

The following sick leave time off under Article 30 shall not be assessed as a sick day: (1) sick leave for medical reasons that have been properly certified by a health care provider as a serious health condition of the employee or of a family member under the FMLA; (2) sick leave used for pregnancy and/or child birth and related conditions; (3) sick leave used as personal leave in section 30.7; and (4) unpaid medical leave in section 30.14. In addition, the following time off shall not be assessed as a sick day: (1) funeral leave deducted from sick leave under Article 12, section 12.1; (2) vacation time charged to earned sick leave under Article 44, section 44.9; (3) injury leave in Article 15, regardless of whether or not a workers compensation claim is filed provided that one could reasonably deduce that it was work related and contracted at work, including a workplace exposure as categorized by a certified health care provider in University Health Services or other equivalent department; (4) administrative leave in Article 6, section 6.3; and (5) sick leave taken off by part-time employees under section 30.1 that results in an absence, including normal days off, of five (5) consecutive calendar days.

30.6 Trades:

An employee may have another employee cover the employee's shift that the employee would have taken off as a sick day. Trades shall only be made between employees in the same classification. All trades must have prior approval of the employee's supervisor. Up to twelve (12) hours prior notice must be provided for trades. Trades cannot create overtime. The person accepting the trade will be assessed one (1) sick day if that person does not report to work in accordance with the trade.

30.7 Corrective Action:

For purposes of corrective action, the following table describes the corrective action intervals and summarizes the action required:

		*Corrective Action Intervals for Sick Days				
Sick Day Levels or Equivalentents	5	7	9	11	12	
Action Required	*Coaching	*Level One oral/written warning	*Level Two written warning	*Level Three written warning/pre-discharge	*Level 4 Termination	

\* Or the appropriate level of corrective action under Article 7 when prior active corrective action exists.

Disciplinary action issued for violation of the Sick Leave Program will be active for one (1) year from date of issue except for Level 3 Written Warning/Pre-discharges will be active for 24 months. Terminations will be appealed at level 3 of the grievance process.

30.8 Termination Hearing (Level 4):

Any employee who is recommended for discharge shall be entitled to a hearing with the Head of Human Resources (or their designee), their supervisor, the supervisor's direct supervisor, and union representation within 72 hours, excluding weekends and holidays. The participants will be limited to those individuals only unless mutually agreed to.

### 30.9 Relationship between Article 7 "Corrective Action" and Article 30 "Sick Time Program and Leaves of Absence":

Notwithstanding the progressive disciplinary levels outlined above, an employee's misconduct shall be additional grounds for the employee's discipline at the next level of progressive discipline

Example 1: Employee currently has a Level 2 Written Warning for misconduct. Within 12 months of that Level 2 Written Warning, employee accumulates the equivalent of five (5) sick days. The employee would receive a Level 3 Written Warning/Pre-discharge for having accumulated the equivalent of five (5) sick days for absenteeism.

Example 2: Employee accumulates the equivalent of five (5) sick days and receives a coaching. Employee then engages in minor misconduct within one rolling year from the date of the coaching. Employee's coaching for absenteeism is added to employee's misconduct for a Level 1 Oral/Written Warning. During the same rolling one (1) year period, and within one (1) year of the Level 1 Oral/Written Warning, employee accumulates the equivalent of two (2) additional sick days for a total of seven (7) sick days. Employee's discipline for accumulating the equivalent of seven (7) sick days is a Level 2 Written Warning

### 30.10 Redemption Program:

Beginning on July 1, 2006, if a bargaining unit member has a level of corrective action for attendance as their most recent corrective action AND who goes a full 180 calendar days starting with the day after the last sick day equivalent without any lates, early outs, or sick days, misconduct or poor job performance that resulted in corrective action according to Article 7 (e.g., the employee works all assigned shifts without incident), will be eligible to remove the last two sick day equivalents and have the last formal corrective action for attendance removed.

The redemption period (180 calendar days) will start over with the next sick day, lateness, early out or formal corrective action of any kind.

Any approved non-FMLA leave of absence or any approved full time FMLA will extend the 180 calendar day timeframe equal to the amount of time on an approved non-FMLA leave / Full time FMLA.

The request for redemption must be executed by the employee. Management is NOT responsible for tracking this program. Employees themselves are accountable. Any request to management will be reviewed 180 calendar days back from the date of the request.

Examples but not to be considered an all-inclusive listing:

**(1)** An employee receives a coaching for five (5) sick day equivalents. They go 180 calendar days without any lates, early outs, sick days, misconduct or poor job performance. They do not take any full time leave of absence including full time FMLA. They can request from their manager that the last two sick day equivalents be removed AND the coaching be removed.

**(2)** An employee receives a Level 1 Oral/Written Warning for code of conduct. They then receive a Level 2 Written Warning for five (5) sick day equivalents. They also receive a Level 3 Written Warning for code of conduct. They are deemed ineligible for the redemption program since their last corrective action is for code of conduct, not attendance.

**(3)** An employee receives a Level 1 Oral/Written Warning for seven (7) sick day equivalents on January 1st. They then take an approved full time FMLA from March 1st through March 31st. Their 180 calendar day period begins on the first day after the sick day equivalent which triggered the discipline and is frozen as of the last day in February and then begins again on April 1st until August 1st.

#### 30.11 Belief of Abuse:

If the Employer has reason to believe that sick leave is being abused, the Employer reserves the right to initiate corrective action. Sick leave abuse includes but is not limited to a pattern of using sick leave before and after weekends, before and after holidays, before and after normal days off, on certain days of the week, or in a manner inconsistent with the request, e.g., for personal reasons. When the Employer has reasonable belief of abuse, the Employer may request the employee to provide a medical certificate from their attending physician to qualify for sick leave reimbursement. Falsification of the attending physician's certificate shall be grounds for corrective action up to and including dismissal.

#### 30.12 Excessive Leave Time:

If an employee requests a sick leave exceeding more than two (2) weeks' time which request is based upon a certificate from employee's attending physician and the Employer has reason to believe that the length of time is excessive, the Employer reserves the right to seek a second medical opinion from a physician selected by it to examine the employee. If the employee fails or refuses to submit to an examination by a physician selected by the Employer, sick leave benefits for such employee shall forthwith terminate. If Employer's physician certifies that the length of sick leave requested by employee's physician is excessive, employee's sick leave will terminate on the date certified by Employer's examining physician. The dispute as to the length of sick leave time employee should be compensated for shall be resolved by the grievance procedure set forth herein. Application for sick leave with intent to defraud will result in dismissal and refund of monies paid.

#### 30.13 Personal Leave:

Non-probationary full and part-time employees may use twenty-four (24) hours of earned but unused sick leave for personal reasons other than illness or injury which will be transferred one time a year by the last pay period of January. If an employee has less than 24 hours of unused sick time accrued, only the amount accrued will be transferred. Personal leave chargeable to sick leave may be used in any block of time, but cannot exceed the employee's current daily schedule (e.g., a sixteen (16) hour employee working four (4) hours per day can only take up to four (4) paid hours off per day). Employees will arrange time off for personal leave with their supervisor in advance of the requested absence and the Employer shall grant the time off, subject to the availability of minimum personnel in each department or unit to maintain regular operational needs. Personal time not used prior to the following year's transfer date will be transferred back to sick time.

#### **Incentive:**



Full-time employees who have a minimum of two hundred forty (240) hours accumulated sick leave in a calendar year, and who do not exceed the maximum hours annually as outlined below, may qualify for additional transfer of sick time hours to personal time hours.

From January 1 through June 30 – 0.0 hours used will earn 8 hours of personal time

From July 1 through December 31 – 0.0 hours used will earn 8 hours of personal time

Part-time employees who are at least 0.5 FTE or greater are also eligible for the incentive program on a pro-rated basis.

Qualifications for the incentive are based on union FTE status as of December 31.

### 30.14 Unpaid Leave of Absence

An employee may request an unpaid leave of absence for medical reasons not to exceed six (6) months per request. The Employer shall require a physician's statement specifying the employee's inability to report to work and the probable date of recovery to verify the necessity of such leave. The employee shall provide such medical information as soon as practicable. Accrued sick leave, vacation leave, and compensatory time must be exhausted prior to the granting of such unpaid leave of absence. Unpaid leaves of absence in excess of the Family Medical Leave Act (FMLA) shall be granted at the sole discretion of Management. If an employee is unable to return to work within six (6) months of the start of the original leave of absence but is able to return by the end of an authorized unpaid leave of absence that extends beyond that time, he will be able to bid on any open positions for which he is qualified. If there are no open positions for which the employee qualifies, or the Employee does not successfully bid on a position, or if an employee is unable to return to work at the expiration of the unpaid leave of absence, termination from the employment with the University is automatic, unless the employee is waiting for a decision from OPERS on a disability retirement application.

When employees on leave produce certificates from a doctor indicating the date which said employees may return to work, and that such employees are capable of performing the essential and material duties of the job, such employees must be returned to the same position if they have been off twelve (12) weeks or less. In the case of a medical leave of absence due to a valid workers compensation case, an employee will be returned to the same or similar position for up to one (1) year from the date the leave of absence began. There are no job restoration rights beyond these time limits. Such employees shall be returned no later than two (2) weeks after the certified date of return. If due to documented medical reasons that restrict a returning employees' capability to perform within their classification, the Employer shall inform such employees of their right to apply for open positions for which they would be capable of performing or make a reasonable accommodation for the employee's disability.

Unpaid FMLA's and non-FMLA unpaid leaves run concurrently. The intent of the 6-month maximum unpaid leave period typically means 6 months total per illness/injury in a rolling 12 month period, and that months/days do not need to be consecutive (see below).

The parties agree to change the OUR Program policy to reflect that employees who are on unpaid leaves of absence (FMLA or non-FMLA) and return to work either under the OUR program or to their regular position and work for less than 4 months and go back off on an unpaid leave (FMLA or non-FMLA) for the same illness/injury within a rolling 12 month period will have the two leave periods counted together for a total of 6 months.

- For example, if an employee is off on an unpaid leave (FMLA or non-FMLA) for 5 months and they “return to work” under the OUR program for 3 months and/or they do not progress in accordance with that policy and are subsequently placed/apply for another leave which includes unpaid leave time (FMLA or non-FMLA), the maximum amount of time that the employee can be approved for (unpaid leave) is 1 additional month, to equal the maximum of 6 months.
- For example, if an employee is off on an unpaid leave (FMLA or non-FMLA) for 3 months and they return to their regular job and work for 3 months and request an additional leave which includes unpaid leave time (FMLA or non-FMLA) for the same illness/injury, the maximum amount of time that the employee can be approved for (unpaid leave) is an additional 3 months, to equal a maximum of 6 months.
  - However, if an employee is off on an unpaid leave (FMLA or non-FMLA) for 3 months and they return to their regular job and work for 4 months and request an additional leave which includes unpaid leave time (FMLA or non-FMLA) for the same illness/injury, they will be eligible to receive an additional 6 months.

The parties agree that the job restoration rights for an employee returning to work from an unpaid leave of absence that extends beyond 12 weeks but less than 6 months has been, and is defined as, “same or similar position”.

#### 30.15 Return to Work:

The parties acknowledge the employer’s right to require a fitness for duty exam upon any employees request to return to work. If the return to work certification is incomplete, inconsistent or confusing, or if The University of Toledo has reason to doubt either the validity or the accuracy of the certificate, a fitness for duty examination may be conducted by a neutral third party physician.

30.16 One-fourth (1/4) of an employee's accrued but unused sick leave credit up to a maximum of two hundred forty (240) hours will be paid to the estate of any employee who has completed ten (10) or more years of active service with The University of Toledo, whose death occurs during active employment.

#### 30.17 Family and Medical Leave Act (FMLA):

Employees will be eligible for leaves under the Family and Medical Leave Act once they have completed twelve (12) months of employment (not necessarily continuous) with The University of Toledo the, and have worked 1250 hours in the twelve (12) months preceding the date the leave is to begin. Employees not eligible for leaves under the Family and Medical Leave Act will be considered for other types of leave, as appropriate, according to other sections of this labor agreement or The University of Toledo policy.

For additional information regarding FMLA, please see relevant policy (ies).

**ARTICLE 31  
SICK LEAVE PAYMENT UPON RETIREMENT**

31.1 Employees may receive cash payment for sick leave at retirement per the following:

All classified and unclassified employees who have completed ten (10) or more years of active service with the Employer, and who are eligible and have applied for retirement benefits from one of the retirement systems of the State of Ohio, may elect to be paid in cash for one-fourth of their accrued but unused sick leave credit. This payment will be based upon the employee's rate of pay at the time of retirement. The maximum payment allowed will be one-fourth (1/4) of 960 hours (30 days). Upon accepting such payment all sick leave accrued up to that time will be eliminated. Such payment will be made only once to any employee. An employee who returns to employment at the University of Toledo or any other state facility, after retiring, may accrue and use sick leave at the time of second retirement.

**ARTICLE 32  
SICK LEAVE - TRANSFER OF**

32.1 Unused sick leave shall be cumulative without limit. Upon request, an employee who transfers from a public agency in the State of Ohio to the University of Toledo or who is reappointed or reinstated, or who transfers from an Ohio State department to the University of Toledo will be credited with the unused balance, upon verification, of accumulated sick leave provided the time between separation and reappointment does not exceed ten (10) years.

**ARTICLE 33  
UNION ACCESS TO INFORMATION**

33.1 The Employer agrees to provide the Union with a monthly list of new employees, their departments and classifications. The Employer will also provide the Union with a list of all terminated bargaining unit employees.

**ARTICLE 34  
TEMPORARY AND STUDENT EMPLOYEES AND SUBCONTRACTING**

34.1 Temporary Employees: Temporary employees, as defined in O.A.C. § 123:1-47-01(A)(40) shall be hired for certain stated periods or for specific projects not to exceed 1000 work hours within 125 calendar days. When such employees are hired, the Union shall be so informed with the reason for their employment and proposed duration. Such temporary employees shall not replace regular employees or be used to fill vacancies permanently.

34.2 Student Workers: The parties agree that one of the primary functions of the University of Toledo is to educate students. The parties further agree that students may perform work that assists bargaining unit employees. The students will work only under the direction of bargaining unit employees. The hiring of student workers will not cause a bargaining unit member to be displaced or laid off.

The parties also agree that it is not the intent to fill bargaining unit vacancies with student employees / workers.

34.3 Subcontracting: If the Employer decides to subcontract out any work currently being performed on a regular and reoccurring basis by members of the bargaining unit, which would result in a reduction in the work force, then in such event, Employer agrees to notify the Union thirty (30) days in advance of entering into a subcontract. Employer will meet with the Union within the thirty (30) day period to discuss the issue with the Union, and particularly whether or not the work can be performed by the bargaining unit employees at a lower cost than the subcontracting. Although the Employer agrees to meet with the Union and to discuss the subcontracting out of work, nevertheless the Union shall not have the right to veto the Employer's ultimate decision on the issue.

**ARTICLE 35  
UNION ASSIGNMENT LEAVE**

35.1 An employee with one (1) year of service who accepts a full-time assignment with the American Federation of State, County, and Municipal Employees by election, appointments, or hire, shall be granted an unpaid leave of absence not to exceed two (2) years for said assignment without loss of seniority. Upon application in writing, unpaid leave may be extended for one (1) year periods of time.

**ARTICLE 36  
UNION BULLETIN BOARDS**

36.1 Glass enclosed key locked Union bulletin boards will be maintained at the present locations or other agreed upon locations on campus. A key to the bulletin boards will be maintained by the Union President and the Human Resources Department. Only matters pertaining to local Union business may be posted.

36.2 Maintenance of said bulletin boards will be the responsibility of the Union.

36.3 Notices may be posted after written approval has been secured from the Head of Human Resources or the designee. The following notices, however, do not require prior approval by Head of Human Resources:

- A. Notices of Union recreation or social affairs
- B. Notices of Union elections
- C. Notices of Union appointments and results of Union elections
- D. Notices of Union meetings

36.4 Any employee, or Union Representative who defaces, adds to or writes over any such notice or bulletin or posts unofficial or unauthorized notices, shall be subject to corrective action, up to and including discharge.

**ARTICLE 37**  
**UNION DUES (CHECKOFF)**

37.1 Each employee shall have the right of self-determination regarding membership or non-membership in the Union and/or P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). The employer agrees to deduct monthly dues, contributions and/or initiation fees from the wages of eligible employees who have signed proper legal authorization for such deduction. It is recognized that said authorization card is a matter between the Union and its members, therefore, any dispute between the parties to said authorization card and any finding against either party as a result of such dispute and/or litigation shall not be the responsibility of the Employer. The Union membership card is an agreement between the employee and the Local. The Employer shall not be involved in that agreement.

37.2 Cancellation shall be governed by the terms of the Authorization Card.

37.3 Employees in the bargaining unit who do not wish to become active members of the Union shall be required, as a condition of employment at the University of Toledo, to pay a fair share fee deduction which is equal to the amount of dues for union members. Such deductions are to begin in the payroll period during which their 60 day of employment begins for a new employee, or the payroll period during which the 60 day following transfer into a bargaining unit position occurs for a current employee who previously held a non-bargaining unit position.

37.4 The Employer agrees to remit the aggregate of the union dues deduction twice a month to Ohio Council #8. Neither the Union nor the employee shall have a claim against the Employer for errors in the processing of deductions unless a written claim of error is made to the employer within ten (10) working days after knowledge of the error is gained. If it is found an error was made, it will be corrected at the next pay period that union dues deductions will normally be made.

37.5 If an employee is transferred or promoted to a position outside the bargaining unit, then union dues or fair share deduction from the employee shall cease.

37.6 The Union agrees to indemnify and hold the Employer harmless with respect to any claim or determination that the provisions of this article violate any Federal or State law.

**ARTICLE 38  
UNION LEAVE**

38.1 The Employer shall grant paid or unpaid leaves of absence to those Union members elected or appointed as delegates to official Union functions. Said leave and names of official delegates shall be verified by a Staff representative of the American Federation of State, County and Municipal Employees, AFL-CIO, at least five (5) days prior to said leave and prior approval must be obtained from the Human Resources Department by completion of a Union Leave Request Form. Employees would also have access to compensatory time, personal time or vacation which must be approved by management. Managers retain the right to re-post unit schedules to maintain adequate coverage. Furthermore, should an undue burden be placed on the operations of the unit subsequent to a schedule review, the Union would identify another member to participate in the official Union functions. Said leave may be used for the following Union functions:

- AFSCME Ohio Legislative Conference (once a year / Max. 5 people)
- AFSCME Ohio Council 8 Convention (once a year / Max. 11 people)
- Ohio AFL-CIO Convention (once a year / Max. 11 people)
- AFSCME International Convention (once every 2 years / Max. 7 people)

38.2 The above are permanent functions. When additional conferences, seminars, and conventions are scheduled, the Employer shall be notified at least three (3) weeks prior to said function and the Union President must complete the Union Leave Request Form. Permanent functions, such as those identified under 38.1, will require three (3) week notice, as do additional conferences, seminars and conventions.

38.3 The Employer has agreed to the provisions of this article on the basis of the Union's assurances that they are not in violation of the law. The Union agrees to indemnify and hold the Employer harmless with respect to any claim or determination that the provisions of this article violate Section 4117.11(A) (2), Ohio Revised Code, or are otherwise in violation of the law.

**ARTICLE 39  
UNION ORIENTATION**

39.1 During new employee orientation, AFSCME shall meet with bargaining unit eligible employees concerning the benefits and obligations of being a union member of AFSCME and provide new employees a pack of union information. The University of Toledo shall also provide the Union with an updated list of new hires after each new employee orientation.

39.2 All new bargaining unit employees shall, at the time of hire, be informed by the Department of Human Resources of their obligation to pay a fair share union fee if the employee does not become a Union member.

**ARTICLE 40  
UNION REPRESENTATION**

40.1 The Union shall be permitted a reasonable number of designated stewards. The names of union stewards and/or related officers of the Union shall, after selection, be promptly filed in writing with the Employer. The distribution of such stewards will be determined by means of Labor/Management meetings.

40.2 The stewards and/or elected officers will be permitted reasonable time to investigate and process grievances and represent employees at corrective action hearings or reprimand meetings without loss of pay. A Union sign out sheet shall be kept in each department. Stewards and Union officials are required to sign out before leaving, to provide an estimated time of return, and to log back in upon their return. Stewards and/or elected officers must receive supervisory permission prior to engaging in their grievance and/or corrective action functions. Managers and/or supervisors may require stewards and/or elected officers to report back to the work area. Such employee representatives must also receive permission from affected department managers and/or supervisors prior to entering another department to investigate and/or process grievances.

40.3 The following Union representatives shall be provided weekly release time for union business related only to the University of Toledo bargaining unit employees: Union president (40 hours); Vice President (8 hours); Chief Steward (20 hours); and Divisional Steward (20 hours). Should the Union President be away from the University during scheduled work hours attending to matters unrelated to the interests of bargaining unit employees, the Union President shall utilize their respective paid leave time, including, but not limited to vacation, personal and comp time. If such leave is available, it shall be granted.

40.4 There shall be a mutual agreement between the Union Officers, their respective supervisors and Human Resources regarding their work release schedules. If the president is absent for more than one (1) consecutive day, or if the Employer has five (5) days advance notice of the president's absence, the vice president shall be granted four (4) hours daily release time for Union business, if requested, provided the Union president and/or vice president are employees of the University of Toledo.

40.5 The Employer has agreed to the provisions of this article on the basis of the Union's assurances that they are not in violation of the law. The Union agrees to indemnify and hold the Employer harmless with respect to any claim or determination that the provisions of this article violate Section 4117.11(A)(2), Ohio Revised Code, or are otherwise in violation of the law.

## **ARTICLE 41 UNION REPRESENTATIVES VISITATION**

41.1 The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees AFL-CIO, whether local union representatives, council representatives or international representatives shall have access to the premises at any time during working hours to conduct Union business. Further, the parties recognize that the right to visit the premises or an employee should be handled with discretion so as not to interfere with the duties and responsibilities of an employee or the operations of the institution.

41.2 In addition to notifying the Human Resources Department upon entering the premises, such representatives shall also inform the department manager, or in the absence of the department manager, the supervisor in charge in the department they are visiting of their presence and the nature of the visit. In the event a visit is made when the Human Resources Department is not open, the representative(s) shall notify the Administrative Coordinator in Nursing Services.

**ARTICLE 42  
UNPAID LEAVE**

42.1 Unpaid leave of absence may be granted to an employee when in the judgment of the Employer circumstances warrant. Requests for leave must be presented two (2) weeks prior to the beginning of the leave, in writing, to the department director/chairman or designee for approval and recommendation to Human Resources for final approval. The provisions of such leaves of absence shall be administered in accordance with the applicable sections of the Ohio Revised Code and Administrative Rules of the Director of Administrative Services.

42.2 An employee, while on leave of absence without pay, does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of determining vacation eligibility or for other purposes where length of service is a factor.

42.3 All available vacation or compensatory time shall be exhausted before unpaid leave is granted, except leaves without pay of one shift up to twelve (12) hours or less which may be granted upon approval of the immediate supervisor, or an unpaid leave of absence in connection with an approved workers' compensation claim.

**ARTICLE 43  
UNSCHEDULED SHIFT**

43.1 Regular full-time and part-time (.50 FTE or greater) employees who are requested/required to work at least six (6) hours of an unscheduled shift either immediately before or immediately following their regular shift, shall be compensated for the hours worked at the double time rate. Employees may be assigned the next calendar day off of scheduled work at the discretion of the supervisor. Compensation paid at the double time rate for working the unscheduled shift shall not be used to determine the employee's hourly rate for purposes of calculating overtime pay for that work week. This provision will not be applicable when the employee's schedule is changed with twenty-four (24) or more hours' notice.

**ARTICLE 44  
VACATION**

44.1 Each full-time employee shall be entitled to vacation with pay in accordance with the following schedule:

- A. Less than 1 year of service - no vacation
- B. One year of service but less than 8 years  
.0388 times number of hours paid per year up to a maximum of 80 hours.
- C. Eight years of service but less than 15 years  
.0575 times number of hours paid per year up to a maximum of 120 hours.
- D. Fifteen years of service but less than 25 years  
.0775 times number of hours paid per year up to a maximum of 160 hours.
- E. Twenty-five or more years of service  
.0963 times number of hours paid per year up to a maximum of 200 hours.

44.2 Vacation time will include weekends, assigned by seniority.



Each part-time employee who is budgeted to work twenty (20) hours or more per week shall accrue pro-rata vacation in accordance with section 44.1.

44.3 Vacation credit is accumulated to a maximum of that earned in three (3) years of service.

44.4 Vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave. However, for the purposes of determining how many years of service an employee has, time spent on military leave or other authorized leave of absence shall be counted.

44.5 All earned but unused vacation shall be automatically paid to an employee that assumes a contingent position or a position below .50 FTE that is ineligible for vacation accrual.

44.6 Upon termination of employment, an employee is entitled to compensation for any earned but unused vacation credit at the time of separation. Such vacation payment will be made at the employee's current rate of pay. However, no payment will be made to employees having less than one (1) year of service.

44.7 In the case of death of an employee, any earned but unused vacation leave shall be paid to the date of death to the deceased employee's estate.

44.8 Vacation slips indicating each employee's accumulated vacation and having a space for the employee's vacation request time shall be distributed before March 1. Employees should return the slips by March 15. The Employer shall approve or deny the request no later than April 15. Scheduling conflicts arising from vacation requests received prior to March 15 shall be resolved based upon the employee's length of seniority at The University of Toledo. Vacation requests submitted by March 15 may be denied when submitted due to a lack of availability of sufficient personnel in each department or unit to efficiently satisfy operational needs. Once approved, vacation requests submitted by March 15 shall not subsequently be denied.

After March 15, vacation requests shall be granted based on a first-come, first-served basis. The Employer will approve or deny the request as soon as practicable but no later than ten (10) calendar days of the first-come first-served request. Vacation requests received after March 15 may be denied when submitted due to a lack of availability of sufficient personnel in each department or unit to efficiently satisfy operational needs. Once approved, vacation requests shall not be subsequently denied. Employees must retain sufficient vacation hours for requested vacations.

Employees who bid on vacation time without having the vacation time currently accumulated, and who subsequently do not have the vacation time accumulated to take the vacation time requested off, shall not be allowed for the balance of the term of the agreement to bid on vacation time without having the current vacation time accumulated.

44.9 If an employee while on approved vacation leave either is admitted to a hospital or has a death in the immediate family which would have warranted a paid leave had the employee been at work, such absence may be charged to earned sick leave. In each instance where vacation leave is changed to sick leave because of either hospitalization or death in the immediate family, documentation of such shall be presented to the employer for reviewing and approval to adjust the vacation leave.

44.10 Personal Time and Compensatory Time shall not be included with vacation hours for requested

vacation time off on a vacation slip. Personal Time and Compensatory Time must be requested on a separate request time-off form.

44.11 Vacation slip duration for requesting vacation hours' time off is as follows:

04-15-2018 through 04-14-2019

04-15-2019 through 04-14-2020

04-15-2020 through 04-14-2021

04-15-2021 through 04-14-2022

## **ARTICLE 45**

### **WAGES**

45.1 It shall be the policy of The University of Toledo to establish and maintain base salary levels which reflect position responsibility and are competitive with other employers of similar types of employees in the Toledo labor market so that The University of Toledo is capable of attracting, retaining and motivating competent employees. This policy must be maintained within available financial resources since the State (and its agencies) is precluded from operating deficits and borrowing for operating expenses.

45.2 Employees are to receive the following wage rate increases:

7/1/2020-6/30/2021: 2% added to the base wage and step

45.3 Weekend Differential

All employees who work between the hours of 11:00 p.m. on Friday and 11:00 p.m. on Sunday will be paid a weekend differential of one dollar (\$1.00) per hour for all hours actually worked.

45.4 All employees shall be notified in writing of pay changes.

45.5 Float Pool Differential

Nursing Float pool Staff and Procedure Nurses shall earn \$1.00/hr extra for all hours worked in a Float Pool Staff Nurse or Procedure Nurse assignment. This excludes hours worked during probation, internal agency staff nurse, or any other assignment. This would not include any non-work/paid hours such as sick, vacation, compensatory time used, holiday gift pay, etc.

45.6 Pull Differential

A differential of 1 hour's pay for each shift shall be paid to an LPN or RN for each shift they are pulled. The extra hour's wage paid will not enter into the calculation of overtime.

45.7 Shift Differential :

A shift differential of \$1.00 will be paid to employees working 2<sup>nd</sup> and 3<sup>rd</sup> shift in the following classifications:

EKG Tech	Xray Sr. Tech Leader
Pharmacy Technician	Nuclear Med Tech
Lead Pharmacy Technician	Staff Nurse
Lab Tech I	Lab Sr. Tech ASCP
Mental Health Tech	Pharmacist
Lab Clinical Tech	Xray Sr. Tech Spec.
Surgical Technician	Ultra Sound Tech.
Xray Staff Tech	EKG Tech III
Lab Tech III	Monitor Technician
Respiratory Care Pract.Cert.	
Respiratory Care Pract. Adv.	
Records Tech in Radiology	Lab SR Tech
EKG Tech II (general)	Staff Nurse First Assist
EKG Tech II (Holter)	Perioperative Technician
Lead Nurse	Medical Technologists
LPN	Certified Phar. Tech.
EMT Paramedic	Rehab Technician

45.8 Union will agree to a new step 00 entry level wage rate for classifications in Environmental Services which will be 3% below current Step 1 rate.

**ARTICLE 46**  
**WORKING OUT OF CLASSIFICATION**

46.1 If an employee is assigned to temporarily take over the duties of a higher level bargaining unit position for a continuous period of at least four (4) hours because the incumbent in the higher level position will be unable to fulfill those duties due to vacation, illness, leave of absence, or other good reason, the employee's pay will be established at the higher of the minimum base rate of the higher position or at a rate that is at least seven percent (7%) above the employee's current base for the period the employee occupies the position.

46.2 The maximum duration of any temporary assignment is twelve (12) weeks. If the assignment of higher level duties exceeds twelve (12) weeks, the position shall be posted, unless the Union and Employer mutually agree to an extension.

46.3 When it is necessary to work in a higher classification as specified above, the work shall be offered to qualified employees in the department by seniority, on a voluntary basis. There shall be no testing to determine qualifications.

46.4 When an employee is offered a temporary position outside the bargaining unit, it shall be on a voluntary basis and does not have to be offered by seniority.

**ARTICLE 47  
WORK RULES**

47.1 When the Employer establishes new or revised work rules and regulations, the Employer shall inform the Union and the bargaining unit members at least twenty (20) days in advance of the effective dates except in an emergency where time does not reasonably permit. Should any dispute arise from the establishment or revision of work rules, a special Labor/Management meeting shall be convened within one (1) week by either party to resolve the dispute. If the dispute cannot be resolved, the Union may appeal directly to Level 3 of the Grievance Procedure, and the resolution of the grievance will be based on the reasonableness of the new or revised work rule.

**ARTICLE 48  
PAST PRACTICE**

48.1 Past practice is a mutual and definite understanding between the University of Toledo and the Union of how things are done where the contract is silent or ambiguous.

48.2 Past practices may differ between departments and thus consistency of the application of a past practice shall be analyzed on a departmental basis.

48.3 Past practices may be discontinued with prior written notice by one party to the other party.

**ARTICLE 49  
WORK SCHEDULES**

49.1 Work schedules showing the employee's shift, work days, and days off will be posted on a bulletin board in all major work areas. Such work schedules will indicate the current week's schedule and two (2) more weeks in advance unless there is a mutual agreement to a different system on a department-by-department basis. Posted schedules may be changed depending on operational needs of the University of Toledo. The employer will give as much advance notice to an employee as is possible. Nothing in this article restricts Management's right to establish or to modify work schedules.

49.2 In Nursing Services, "additional time" will be offered and scheduled in the following manner:

- 7:00 am – 3:00 pm (8) hour shift
- 3:00 pm – 7:00 pm (4) hour shift
- 7:00 pm – 11:00 pm (4) hour shift
- 11:00 pm – 7:00 am (8) hour shift

If it is determined that a shift is not needed on the unit that the additional time was offered; the Nursing administration representative will call the nurse and ask them:

- 1) Do you want to stay home for the shift that you may be assigned to the float pool?
- 2) Do you want to come into work; knowing that you may be assigned to the float pool?

If a nurse picks up (2) additional shifts and is not needed for the first one they may be needed for the second one. The shifts are counted as mutually exclusive. If a nurse picks up (2) additional consecutive shifts and calls off sick for both of them it will be treated as one called shift for purposes of the attendance policy.

**ARTICLE 50  
WORK WEEK AND HOURS OF WORK**

50.1 The regular hours of work each day shall be consecutive except for interruption for an unpaid lunch period and paid rest periods. The normal work week shall consist of forty (40) hours per week for full-time employees. The part-time position hours shall be defined as those working less than forty (40) hours per week, unless otherwise agreed upon. The parties recognize .9 FTE as full time for approved positions working three (3), twelve (12) hour shifts per week.

50.2 A regular full-time work shift shall be (8) hours, or ten (10) hours or twelve (12) hours of work or a flexible schedule plus an unpaid one-half (1/2) hour lunch period. If and when the employer decides to create a weekend staffing program/option, the parties agree to meet to define its terms. In positions where weekends are required, employees will be scheduled off at least every other weekend, on average, as the needs dictate.

50.3 All employees' scheduled work shifts shall have an established starting and ending time. The work week shall be from 12 midnight Saturday through 11:59 p.m. the following Saturday.

50.4 No employee will be required to work more than 16 consecutive hours unless in a case of dire and unforeseen emergency. Employees who are required to work more than sixteen (16) consecutive hours will be paid double time (2X) for all hours actually worked over sixteen (16) hours.

**ARTICLE 51  
UNIFORMS**

51.1 All full-time classified and unclassified employees required to wear uniforms shall be provided with a minimum of three (3) sets of uniforms upon hire. Those full-time employees whose job functions are excessively dirty will be provided five (5) sets of uniforms. Such employees shall be decided by a Labor/Management meeting where conditions warrant. Part-time classified and unclassified employees required to wear uniforms shall be provided a minimum of two (2) sets of uniforms upon hire. Eligible individuals will have uniforms replaced as needed. Nurses will have uniforms replaced for excessive wear and or damage at the discretion of their manager, up to one (1) set per year. Additional uniforms will be available for purchase.

51.2 Those employees regularly working outside in rain and cold weather shall be supplied cold weather gear and rain coats in addition to uniforms. The additional clothing furnished to such employees shall be decided by a Labor/Management meeting. Any and all rain and cold weather clothing provided for such employees shall not be removed from the Employer's premises at any time by any employees, but shall remain on the job site at all times.

51.3 The Employer will continue its current departmental practices in regards to providing, replacing, and cleaning uniforms, smocks, aprons, lab coats and safety shoes, where applicable. The Employer will continue its current departmental practice in regards to cleaning uniforms.

**ARTICLE 52  
MILITARY LEAVE**

52.1 An employee shall be granted military leave for active military service or reserve military training in accordance with the requirements of state and federal law.

**ARTICLE 53  
COMPENSATORY TIME**

53.1 Employees entitled to receive overtime or premium pay shall be entitled to accrue those hours as compensatory time up to one hundred sixty (160) hours. Any compensatory time accrued in excess of one hundred sixty (160) hours will be paid out as earned or if greater than six months in age will be paid out quarterly. Employees who wish to be on the accrual system, shall execute a form proposed by the University of Toledo.

**ARTICLE 54  
DRUG AND ALCOHOL TESTING**

54.1 POLICY: STATEMENT

Use of controlled substances which cause intoxication or impairment on-the-job poses risks to the Employer, the affected employee and to co-workers. Recognizing that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment and education, it is the Employer's policy to prevent and rehabilitate rather than terminate the employment of workers who are drug or alcohol dependent. No employee will be discharged without first having an opportunity to seek treatment, if treatment is needed.

54.2 DEFINITIONS

- A. The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.
- B. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- C. The term "alcohol misuse" is defined as actual impairment of the employee with regard to his or her ability to perform job duties.
- D. The term "reasonable suspicion" is defined as follows: aberrant or unusual on-duty behavior, appearance, or odor of an individual employee which:
  - 1. Is observed on duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee. Observation may also be confirmed by a Union steward where possible.
  - 2. Is the type of behavior which is recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol.

3. Is not reasonably explained and accepted as a result of some other cause such as, but in no way limited to, fatigue, lack of sleep or side effect of a prescription medication, or over the counter medication, reaction to non-toxic fumes or smoke, or other job related cause or factor.

E. Chain of Custody:

These are the procedures beginning at the time of collection to account for all handling and storage of each specimen.

F. Confirmatory Test:

A second laboratory procedure used to analyze a positive test result from a screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation test.

G. Cutoff Level:

The concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.

H. Medical Review Officer (MRO):

The licensed individual who is qualified to interpret and evaluate test results and other relevant medical information.

#### 54.3 NOTICE AND EDUCATION OF EMPLOYEES

All employees will be informed of the Employer's testing policy prior to its implementation. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

#### 54.4 BASIS FOR ORDERING AN EMPLOYEE TO BE TESTED

Employees may be tested under the following conditions:

- A. Where there is reasonable suspicion that the employee to be tested engaged in illegal drug usage as defined herein or is intoxicated.
- B. The reasonable suspicion must be based upon specific personal observation.
- C. Observation must be by a supervisor and management level employee.
- D. Reports of illegal drug usage or intoxication (alcohol abuse) must be documented, in writing, at the time of observation or as soon as possible thereafter. Reports of illegal drug usage, intoxication or alcohol abuse, which are not confirmed in writing, as provided herein, shall not constitute reasonable suspicion.

#### 54.5 PROCEDURE FOR ORDERING TESTS/RESTRICTIONS ON ORDERS AND/REFUSAL TO SUBMIT TO TESTS

- A. No testing may be conducted without authorization of the Administrative Coordinator, Department Head or higher ranking University of Toledo Representative. The authorized University of Toledo Representative must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion and the names of any informants or sources of the information. One copy of this documentation shall be given to the unit employee before testing and one copy shall be provided to the Union immediately. The unit employee must be given the opportunity to read the documentation and told the reasons the test is to be given.
- B. Failure to follow any of the above steps shall result in elimination of test results as if no tests were administered. The test results will be voided, no documentation will be maintained in the employee's personnel file and no discipline administered to the affected employee.
- C. Employee may be given an opportunity to give an explanation of their condition to the University of Toledo Representative ordering the test. If available, a union steward or representative may be present during such an explanation and shall be entitled to confer with the employee before an explanation is given, if the employee so requests.
- D. If the University of Toledo Representative, after observing the employee, has a reasonable suspicion that the employee may be intoxicated or impaired, then by written order, signed by the University of Toledo Representative, the employee may be ordered to submit to a toxicology test designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines and phencyclidine in accordance with the procedure set forth below.
- E. Refusal to submit to urine or breath testing after being properly ordered to do so may result in disciplinary action. The employee tested will be deemed to be on leave with pay for the balance of the work day.
- F. Random or mass testing may not be ordered by the Employer under any circumstances, except as permitted by Section 54.12.
- G. The University of Toledo may order urine samples and breath analyzer methodology, as is available at the test facility. Blood tests may not be ordered and if ordered may not be utilized.

#### 54.6 TESTING PROCEDURES

- A. Urine specimens may only be tested for covered drugs. Covered drugs are: marijuana, cocaine, opiates, amphetamines, phencyclidine. Specimens may not be used to conduct any analysis or test not specifically provided herein.
- B. Urine specimens shall be collected only at the laboratory or hospital where the specimen is to be tested, unless this is impossible. A University of Toledo Representative who is involved in the discipline process shall not serve as the collection site person.
- C. Collection of urine specimens must allow individual privacy unless there is clear and convincing reason to believe that a particular person may alter or substitute the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same gender as the employee. The following circumstances are the only grounds to believe a person may alter, or may have altered or substituted a specimen:



1. The urine specimen is outside the normal temperature range (32.5C, 90.5-99.8F) and the employee will not allow an oral body temperature to be taken, or the oral body temperature is 1 C/1.8 F different from the temperature of the specimen; or
  2. The collection site person observes behavior that clearly indicates an attempt to alter or substitute a specimen; or
  3. The employee has previously been determined to have used a controlled substance and the test is a follow-up test after return to service.
- D. A split sample of urine must be collected, i.e., the urine specimen must be divided into at least three (3) containers. The employee shall be allowed an opportunity, at the employee's expense, to have the specimen retested at a different certified laboratory. The employee shall have seventy-two (72) hours, after positive test result is received, to request a test by a different laboratory.
- E. An employee must provide at least 45 milliliters of urine or a refusal to submit may be found unless there is a medical reason. An employee unable to provide the minimum urine specimen shall be allowed to drink sufficient water to provide a specimen.
- F. Each step in the collecting process of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. A standard drug testing custody and control form must be used. All specimen containers, bottles, vials and bags used to store and/or transport specimens shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative if available. The testing shall be done by a laboratory certified by the State of Ohio as a medical and forensic urine drug testing laboratory and/or a laboratory which has a forensic urine drug testing certification by the College of American Pathology which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services in effect at the time of the test, or comparable scientific and technical guidelines.
- G. The employee designated to give a sample must be positively identified prior to any sample being taken. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. At all times practicable, samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- H. The University of Toledo and the Union shall choose a list of the laboratories which may be utilized for toxicology testing on a yearly basis. The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.
- I. The employee and Union shall be provided a copy of the laboratory report of both specimens.
- J. No discipline shall be imposed until the employee has had seventy-two (72) hours from notification of a positive test to seek tests of the same specimen by another certified laboratory as specified above. Seeking another test shall not be cause for discipline nor used against an employee in an arbitration proceeding.

#### 54.7 LABORATORY ANALYSIS PROCEDURES

- A. The testing or processing phase shall consist of a two-step procedure. A specimen initially testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending or presumptive positive.
- B. The initial test will be performed by an immunoassay test. The cutoff levels (positive detection) for screening tests are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter and will be according to current DOT standards at the time of testing.
- C. A confirmation test will be performed on all initial positive tests. The cutoff levels for confirmation tests are according to current DOT standards at the time of testing.
- D. All test results are to be reviewed by a Certifying Scientist. Test results must be completed as soon as possible.
- E. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all Human Resources documentation regarding supervisory observations and testing will be destroyed and the Union will be notified.
- F. A MRO shall examine all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the MRO must provide the employee with an opportunity to discuss the test result. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall report to the Employer that the test is negative.

#### 54.8 ALCOHOL TESTS

- A. All alcohol tests will be conducted in accordance with the Breath Analyzer Methodology in effect.
- B. A positive test for alcohol shall be .05 grams/210 liters.

#### 54.9 EMPLOYEE RIGHTS

- A. The University of Toledo shall pay the costs of all tests, except the drug test secured by an employee.
- B. An employee ordered to take a test shall be paid for all lost work time due to University of Toledo's order the day of the order. The University of Toledo may at its option place an employee on unpaid leave until the employee is returned to work or disciplined. An employee whose test is negative shall be made whole for all lost wages and other benefits. Employees who test positive where proper procedures are followed shall not be made whole for any period of time on administrative leave.
- C. Employees and/or the Union shall have the right to appeal any discipline imposed by the University of Toledo under this Article.
- D. Voluntary submission to a chemical dependence program shall not be grounds for discipline.

- E. Any discipline imposed as a result of a positive test for a first offense and any grievance filed in response thereto shall be held in abeyance pending completion by the employee of a mutually agreed upon substance abuse program.

#### 54.10 CHEMICAL DEPENDENCY PROGRAMS

- A. An employee testing positive for drugs or alcohol under the provision of the policy shall have the option of entering into a chemical dependency program in lieu of discipline. If the employee successfully completes such a program and is not disciplined for substance abuse for eighteen (18) months following the initial charge, the discipline shall be revoked and the employee's record cleared of the offense, and it shall not be used as a basis for any other disciplinary action in the future.
- B. After evaluation, the program utilized by the employee must be sufficient to meet the rehabilitation needs of the employee.
- C. Employees temporarily unfit to perform the duties of their position because of drug or alcohol abuse may use sick leave, vacation leave, compensatory time, and light duty assignment, if available, and leave without pay during absences required as part of the rehabilitation process.

#### 54.11 VOLUNTARY PARTICIPATION IN A DEPENDENCY PROGRAM

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through an employee assistance program or by direct contact with the other providers of such services. Employer knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline.

Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to a treatment program prior to being tested as provided in this Article, the Employer has the right to insure that the employee is fit for duty when a request for reinstatement is made.

#### 54.12 DUTY ASSIGNMENT AFTER TREATMENT

Once an employee who tests positive successfully completes rehabilitation and is fit for duty, the employee shall be returned to the regular duty assignment. Duty reassignment during treatment shall be at the discretion of the Employer based on each individual's circumstances. If follow-up care is prescribed after treatment, this care may be imposed as a condition of continued employment. The Employee may be tested on a random basis for eighteen (18) months no more than three (3) times the first six (6) months, two (2) times the second six (6) months and one (1) time the third six (6) months. Once treatment and any follow-up care is completed, at the end of eighteen (18) months, the records of treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record, except that other discipline records shall be retained as may be provided for elsewhere in this Agreement.

#### 54.13 RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request, if available, will have the right to inspect and observe any aspect of the drug testing program up to the giving of a specimen. The Union may inspect individual test results if the release of this information is authorized by the employee involved, or is necessary or relevant to the grievance/arbitration process of this Agreement.

#### 54.14 UNION HELD HARMLESS

- A. This drug testing program is initiated solely at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of employees' claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any employee's constitutional rights.
- B. The Employer is not responsible for any legal obligations and/or costs for claims based on the Union's duty of fair representation.

#### 54.15 POLICY IMPLEMENTATION

The policy will be implemented in a consistent non-discriminatory manner.

### **ARTICLE 55 INTERNAL AGENCY PROGRAM**

The intent of this article is to create an internal agency that would decrease the need for external agency staff. Any department that is in need of additional staff could implement this program. This does not prohibit the use of subcontracting per Article 34. This program will be considered in a department when the cost of agency staffing exceeds the anticipated cost of a reasonable premium for an internal agency for any specific classification.

#### 55.1 Benefits to the Organization:

- A. Decrease use of mandatory overtime;
- B. Opportunities for part-time staff to make premium pay;
- C. Opportunities for staff to work additional hours within a known environment at a higher pay rate;
- D. The staff would be familiar with institutional policies, routines, procedures;
- E. JCAHO compliance for HR standards would be met;
- F. Cost for agency would decrease; and
- G. Provision of method for additional staffing for census fluctuations, vacancies and call-ins.

#### 55.2 Benefits to Employees/Union:

- A. Decrease of mandatory overtime;
- B. Increased staffing levels on units by qualified staff;
- C. Premium pay above overtime; and

- D. Opportunity within the organization to work extra hours without having to go to another organization

### 55.3 Structure:

Each department will administer their own Internal Agency program. Nursing Services will be centralized out of the nursing office. Staff will sign up for identified needs. A specific location will not be identified, but these employees will agree to work in all areas that they are qualified.

### Process

- A. All other staff will be assigned first.
- B. If Internal Agency staff is needed they will be contacted and given their assignment. They will then go to their assigned unit.
- C. This does not prevent or prohibit in any way staff who negotiate with specific units for extra time on a particular unit.
- D. This does not take the place of established bonus programs.
- E. All additional pay will be added on to the established pay rate including the overtime rate.
- F. The pay will be distributed in the regular two-week pay.
- G. This will be identified on the time cards with an established code.
- H. Staff would not be eligible to sign up for the agency until they met their regularly budgeted hours. (i.e. part-time staff must work their 20 hours in that week.)
- I. Light duty employees or staff that are on an approved FMLA leave are not eligible.
- J. All worked hours will be paid hours and not accumulated as compensatory time.
- K. Contingency staff are eligible after they have met their agreed upon unit commitments.
- L. Float pool staff are eligible.
- M. No hours are guaranteed.

Determination of work opportunities will be decided on a first come first serve basis (based on qualification, i.e. ED, Critical Care)

Contingent staff will get their hourly rate plus agency premium.

### 55.4 Minimum Work Requirement

- A. The employee must sign up for three shifts per month / one weekend shift a month.
- B. Weekend is defined as Friday 3:00 P.M. through Sunday 11:00 P.M.

55.5 Eligible Staff: All employees who have completed their probationary period.

## **ARTICLE 56 PARKING**

56.1 Parking Permit. The Employer will provide members the option to purchase an on campus parking permit. The charge for this permit shall be \$58.00 per year, which may be paid via payroll deduction.


**ARTICLE 57**  
**DURATION**

57.1 This Agreement shall be in from July 1, 2020 through June 30, 2021 and on a day-by-day basis thereafter subject to termination by a ten-day written notice prior to termination.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE UNIVERSITY OF TOLEDO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
OHIO COUNCIL 8 & LOCAL 2415

Effective  
7/1/2020 – 6/30/2021

For The University of Toledo:

By   
Wendy Davis, Associate Vice President  
Human Resources & Talent Development


By \_\_\_\_\_  
William E. Blackie, Counsel


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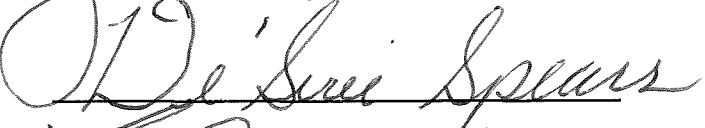

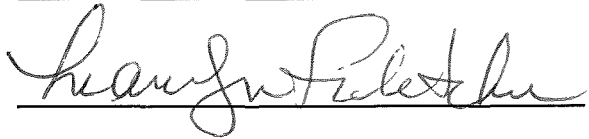
For AFSCME Ohio Council 8:

By   
AFSCME Ohio Council 8

For AFSCME Local 2415:

By   
Randy Desposito, President, AFSCME Local 2415

By   
Cheryl Liebich, Vice President, AFSCME Local 2415

  
  
  
  
  
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Addendum A

**Definitions**

Article 14 – GRIEVANCE PROCEDURE

“Working days” means the same as defined in Article 7, Corrective Action, at Section 7.5.

Article 17 – LABOR/MANAGEMENT MEETINGS

“Feasible” means as soon as possible using good faith efforts.

“Working days” means the same as defined in Article 7, Corrective Action, at Section 7.5.

Article 22 – OVERTIME

“Personal emergency” means a sudden, generally unexpected occurrence requiring immediate attention.

Article 25 – PROBATIONARY PERIOD

“Days” means calendar days.

Article 30 – SICK LEAVE

“In advance” means as soon as the employee learns of the need for the absence and, except in case of personal emergency as defined in Article 22, Overtime, at Section 22.2, prior to the start of the shift.

Article 44 – VACATION

“Cost center” means the financial accounting number used for the purposes of payroll expenses and equipment purchases.

“Bid on” means request.



Addendum B

**AFSCME Bargaining Unit Classifications and Pay Ranges**

The following is a list of titles and corresponding pay ranges for positions in the AFSCME bargaining unit at the time this agreement was negotiated (whether occupied by an employee or as a vacancy). Titles may have been added or deleted since this agreement was signed. Those that are highlighted are no longer in use and thus a pay range is not assigned.

<b>Job Title</b>	<b>Pay Range</b>
A/V Specialist	27
Academic Coordinator	U82
Academic Tutor	U26
Account Clerk 1	25
Account Clerk 2	26
Account Clerk 3	27
Accountant 2	29
Administrative Assistant 1	28
Administrative Assistant 2	30
Administrative Secretary 1	28
Administrative Secretary 2	30
Admissions Analyst 1	27
Admission Analyst 2	28
Advanced Inpatient Presvc Spec	28
Advanced Outpatient Presvc Spe	28
Air Quality Tech Apprentice	61-63
Anesthesia Tech	U21
Appeals Coordinator	U70
Attendant, Surg Waiting Room	04
Automotive Mechanic 3	15
Autospy Tech/Cytology	U75
Bar Coding and Automation Tech	U21
Basic Outpatient Presvc Spec	26
Billing Specialist	U31
Biomed Eq Tech 1	U40
Biomed Eq Tech II	U50
Biomed Team Leader	U50
Bldg Maint Repair Journeyman	64
Boiler Repair Worker	06
Breast Care Coordinator	U07
Building Automation Technician	31
Building Operator	10
Call Center Representative	26
Cancer Data Specialist	U40
Cardiac Cath Nurse Liaison	U32
Cardiac Electrophysgy Nurse	U32
Cardiac Rehab Nurse Coord	U64
Cardiology Outpatient Coord	U30
Cardiovascular Device Tech	U17
Carpenter Apprentice	61-63
Carpenter Journeyman	65
Cashier 1	03
Cert Occupa Therapy Asst	U82
Certified Diabetes Educator RN	U64
Certified Pharmacy Tech II	U36
Certified Pharmacy Technician	U21
Certified Surgical Assistant	U79
Chaplain I	29
Chaplain 2	30

Clerical Specialist	25
Clerk 1	02
Clerk 2	03
Clerkship & Curriculum Coord	U82
Clerkship & Fellowship Coord.	U82
Clinic Surgery Scheduler	26
Clinical Data Analyst	U45
Clinical Dietician 1	U37
Clinical Dietician 2	U30
Clinical Performance Improvement Coor	U45
Clinical Research Pharmacist	U90
CME Coordinator	28
Coder, Inpatient	U57
Coder, Outpatient	U57
Compliance Auditor	U53
Computer Lab Technician	U31
Conference Assistant	U15
Conference Coordinator	28
Cook 1	04
Coordinator, Body Donation Program	U29
Coordinator, Coding Comp & Education	
Credentialing Specialist	U82
Custodial Worker	14
Custodial Worker	66
Customer Care Agent 1	27
Customer Care Agent 2	28
Customer Care Agent 3	29
Cytotechnologist	U83
Data Control Tech	27
Data Entry Operator 1	C03
Data Integrity Specialist	U06
Data Processor 1	23
Data Processor 2	24
Data Processor 3	25
Data Systems Coordinator 1	30
Delivery Worker I	04
Denial Analyst	U33
Dental Assistant 1	25
Dental Assistant 2	26
Dietary Child Care Aide	01
Dietetic Tech	27
Echocardio Tech 1	
Echocardio Tech 2	U37
Echocardio Tech 3 Adult	U54
ED Registration Specialist	26
Educare Instructor	26
Education Coordinator	U35
EEG Tech Assistant I	U22
EEG Technologist	U34
Ekg Technician I	U21

Ekg Tech II (Holter)	U22
EKG Tech II General	U22
Ekg Tech III	U47
Electrical Maintenance Tech	09
Electrician Apprentice	61-63
Electrician Journeyman	65
Electrodiagnostic Tech	U35
Electron Microscopy Tech	U70
Electoneurodiag Team Coordinator	U81
Electronic Technician 1	27
Electronic Technician 2	28
Electronic Tech Apprentice	60-62
Electronic Tech Journeyman	64
Electrophysiology Tech Spec	16
EMT Paramedic	U29
Endoscopy Technician	U21
Environmental Maintenance Tech	03
Exercise Physiologist	U35
Expressive Therapist	U27
Family Therapist	U52
Financial Counselor	U29
Flow Cytometry Technologist	U70
Food Service Worker	13
Graduate Studies Coordinator	U82
Grants Coordinator 1	28
Grants Coordinator 2	30
Grants Coordinator 3	32
Groundskeeper 2	05
Groundskeeper 3	08
HIM Medical Transcriptionist 2	U63
HIM Medical Transcriptionist Quality	U63
Reviewer	
Health Data Analyst	26
Hemodialysis Oper Sup Staff	U21
Histotechnologist	U43
HIV Social Worker	U33
Hospital Aide	04
Hospital Counselor	U41
Hospital Social Worker	U41
Information Systems Pharmacist	U65
Instructional Media Spec 1	28
Inv Cont Spec 1	26
Inv Cont Spec 2	28
IRB Coordinator 1	28
IRB Coordinator 2	30
LPN	U24
LPN w/Meds/Hospital	U23
LPN Meds & IV Certification	U63
LPN w/Meds/Clinic	U63
Lab Animal Aide	37
Lab Clinical Tech	U36

Lab Sr Tech	U70
Lab Tech I	U36
Lab Tech II	U22
Lab Tech III	U75
Lead Call Center Rep	26
Lead Clerical Specialist	25
Lead Credentialing Specialist	U82
Lead Ct Technologist	U49
Lead Echocardiography Tech 3	U54
Lead Electrician Journeyman	65
Lead Food Svc Worker	13
Lead Health Data Analyst	26
Lead Lab Sr Tech	U70
Lead Lab Tech I	U36
Lead LPN w/Meds	U36
Lead LPN w/Meds & IV Certification	U63
Lead Medical Assistant	U20
Lead Medical Transcriptionist	U33
Lead Med Record Comp Analyst	U26
Lead Molecular Specialist	U70
Lead Mri Technologist	U49
Lead Nurse	U32
Lead Path. Transcriptionist 2	U34
Lead Patient Registration Spec	26
Lead Pc Lan Tech	U71
Lead Pharmacy Technician	U21
Lead Pharmacist	U84
Lead Records Tech II	U61
Lead Resource Utilization Coor	U32
Lead Social Work Pat Care Coor	U38
Lead Technical Typist	26
Lead Ultrasound Tech Reg/Unreg	U72
Lead Ultrasound Tech RDMS/RVT	U54
Lead Vascular Ultra Tech Reg/Unreg	U72
Lead Vascular Ultra Tech RDMS/RVT	U54
Lead X-Ray Sr Technol Spec	U73
Liaison, Orthopedic Center	U05
Lib Media Tech Asst 1	25
Lib Media Tech Asst 2	26
Library Associate 1	27
Maint Plumber Apprentice	61
Maint Plumber Journeyman	65
Maint Repair Wkr 2	07
Maint Repair Worker Apprentice	60-62
Maint Repair Worker Journeyman	64
Maintenance Mechanical Tech	09
Medical Assistant	U20
Medical Record Comp Analyst	U26
Medical Transcriptionist	U63
Medication Safety Officer	U21

Mental Health Aide	04
Mental Health Comp&Doc Auditor	30
Mental Health Tech	U21
Molecular Specialist	U70
Monitor Technician	U22
Multimedia Specialist	U37
Network Engineer 1	U87
Network Engineer 2	U88
Network Engineer 3	U89
Network Specialist	U81
Nuclear Med Technol	U68
Occupational Therapist	U53
Occupational Health Nurse	U45
Occupational Therapist II	U32
Painter Apprentice	61-63
Painter Journeyman	65
Pathology Transcriptionist 1	U63
Pathology Transcriptionist 2	U34
Patient Access Qual Impv Cood	28
Patient Care Technician	04
Patient Information Advocate	28
Patient Registration Spec	26
PC Lan Support Tech	U33
PC Lan Tech	U33
Perioperative Specialist	U16
Perioperative Technician	U19
PFS Billing Coord	U34
Pharm Billing/Invtry Ctrl Techn	28
Pharm Oncoly/Inv Control Tech	28
Pharmacist	U84
Pharmacist 2	U94
Pharmacy Tech Coordinator	U91
Phys Ther Asst Lic I	U82
Physical Therapist	U81
Plumber Apprentice	61-63
Plumber Journeyman	65
Point Of Care Testing Tech	U70
POS Operations Coordinator	28
Pre-Registration Specialist	26
Program Coordinator, Clinical Skills Center	30
Psychometrist	U31
Public Inquiries Asst 1	27
Pulmonary Function Tech	U39
Purchasing Agent 1	10
Quality & Outcome Coord	U71
Rad Ther Technol	U56
Radiation Safety Technologist	U51
Radiation Safety Technician	28
Records Management Officer 1	27
Records Tech 2	U61

Refrigeration Mech Journeyman	65
Registration Liaison	U05
Rehab Aide	04
Rehab Tech	04
Res Clerk Coordinator 2	U47
Residency & Curriculum Coord.	U82
Resource Utilization Coor	U32
Resp Care Practitioner Adv	U39
Resp Care Practitioner Cert	U13
Resp Care Staff Tech	U22
RN Patient Care Coordinator	U53
Safety Control Technician	U21
Sales Clerk 2	04
Secretary 1	26
Secretary 2	27
Secretary 2 - Staffing Coordinator	27
Self-Pay Coordinator	U16
Senior Histotechnologist	U43
Soc Wkr Patient Care Coord	U38
Social Work Assistant	U26
Social Worker	U33
Social Worker Family Therapist	U52
Spec Documentation Improvement	U58
Speech Pathologist	U45
Sr. Cme Coordinator	30
Staff Nurse - Clinics	U64
Staff Nurse - Hospital	U32
Staff Nurse First Assistant	U79
Staff Perfusionist	U80
Staffing Coordinator	27
Stationary Engineer 1	09
Stationary Engineer 2	10
Statistics Clerk	26
Stenographer 2	25
Storekeeper 1	25
Stores Clerk	03
Student Affairs Coordinator	U82
Student Service Specialist	30
Student Services Counselor	30
Support Services Coordinator	27
Surgical Technician	U16
SW Pt Care Crd/Stud Field Inst	U38
Systems Analyst 1	33
Systems Anaylst 2	34
Technical Typist	26
Telecommunications Technician	10
Telephone Operator 1	02
Telephone Operator 2	04
Ther Rec Spec I	U31
Tissue Typing Technologist	U70

Transplant Assistant	26
Transport Dispatcher	07
Trauma Registrar	U26
Triage Nurse - Clinics	U64
Ultrasound Rdms/rvt	U54
Ultrasound Reg/Unreg	U72
UNIX/LINUS Systems Administrator	U81
Vascular Access Nurse	U32
Vascular Ultrasound Reg/UnregTech	U72
Vascular Ultrasound RVT Tech	U54
Wellness Coordinator	U12
Word Processing Specialist 3	27
X-ray Sr Technol Spec	U73
X-ray Sr Technologist	U49
X-ray Sr Technologist	U42
X-ray Staff Technol	U46



**Letters of Agreement**

**BETWEEN  
THE UNIVERSITY OF TOLEDO  
AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
OHIO COUNCIL 8 & LOCAL 2415**

1. In accordance with the parties' discussion regarding the new article regarding spousal eligibility for insurance benefits (now Article 10), the parties agree to grandfather existing domestic partners that are currently taking health insurance benefits through the current 2017 plan year.
2. Pursuant to the parties' discussion regarding College of Graduate Studies eligibility (now Article 8.7), the parties agree to grandfather spouses/dependents currently in graduate programs through the duration of those programs as long as those individuals remain enrolled in those programs.
3. The Union agrees to withdraw the Kobaker grievance.
4. The Union agrees to withdraw all mandation grievances.



UNIVERSITY OF TOLEDO - HEALTH SCIENCE CAMPUS  
LONGEVITY PAY GUIDE  
CLASSIFIED EMPLOYEES

Effective 7/1/2020 (B/U Eligible)

Longevity increment is added to the base hourly rate for years of service; maximum longevity increase is 10% for 20 years of service. In computing longevity pay the classification salary base will be the minimum hourly rate (Step 1) of the pay range in which the employee is assigned at the time of the computation.

Service	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
% increase	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10

TABLE OF LONGEVITY SUPPLEMENTS

RANGE	BASE RATE (2020)	YEARS OF SERVICE																
		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20-24	25
C01	12.09	0.30	0.36	0.42	0.48	0.54	0.60	0.66	0.73	0.79	0.85	0.91	0.97	1.03	1.09	1.15	1.21	1.46
C02	12.65	0.32	0.38	0.44	0.51	0.57	0.63	0.70	0.76	0.82	0.89	0.95	1.01	1.08	1.14	1.20	1.27	1.52
C03	13.33	0.33	0.40	0.47	0.53	0.60	0.67	0.73	0.80	0.87	0.93	1.00	1.07	1.13	1.20	1.27	1.33	1.58
C04	13.95	0.35	0.42	0.49	0.56	0.63	0.70	0.77	0.84	0.91	0.98	1.05	1.12	1.19	1.26	1.33	1.40	1.65
C05	14.65	0.37	0.44	0.51	0.59	0.66	0.73	0.81	0.88	0.95	1.03	1.10	1.17	1.25	1.32	1.39	1.47	1.72
C06	15.44	0.39	0.46	0.54	0.62	0.69	0.77	0.85	0.93	1.00	1.08	1.16	1.24	1.31	1.39	1.47	1.54	1.79
C07	16.30	0.41	0.49	0.57	0.65	0.73	0.82	0.90	0.98	1.06	1.14	1.22	1.30	1.39	1.47	1.55	1.63	1.88
C08	17.15	0.43	0.51	0.60	0.69	0.77	0.86	0.94	1.03	1.11	1.20	1.29	1.37	1.46	1.54	1.63	1.72	1.97
C09	18.40	0.46	0.55	0.64	0.74	0.83	0.92	1.01	1.10	1.20	1.29	1.38	1.47	1.56	1.66	1.75	1.84	2.09
C10	19.77	0.49	0.59	0.69	0.79	0.89	0.99	1.09	1.19	1.29	1.38	1.48	1.58	1.68	1.78	1.88	1.98	2.23
C11	21.52	0.54	0.65	0.75	0.86	0.97	1.08	1.18	1.29	1.40	1.51	1.61	1.72	1.83	1.94	2.04	2.15	2.40
C12	23.52	0.59	0.71	0.82	0.94	1.06	1.18	1.29	1.41	1.53	1.65	1.76	1.88	2.00	2.12	2.23	2.35	2.60
C13	10.83	0.27	0.32	0.38	0.43	0.49	0.54	0.60	0.65	0.70	0.76	0.81	0.87	0.92	0.97	1.03	1.08	1.33
C14	11.33	0.28	0.34	0.40	0.45	0.51	0.57	0.62	0.68	0.74	0.79	0.85	0.91	0.96	1.02	1.08	1.13	1.38
C15	17.46	0.44	0.52	0.61	0.70	0.79	0.87	0.96	1.05	1.13	1.22	1.31	1.40	1.48	1.57	1.66	1.75	2.00
C16	18.45	0.46	0.55	0.65	0.74	0.83	0.92	1.01	1.11	1.20	1.29	1.38	1.48	1.57	1.66	1.75	1.85	2.10
C23	12.90	0.32	0.39	0.45	0.52	0.58	0.65	0.71	0.77	0.84	0.90	0.97	1.03	1.10	1.16	1.23	1.29	1.54
C24	13.49	0.34	0.40	0.47	0.54	0.61	0.67	0.74	0.81	0.88	0.94	1.01	1.08	1.15	1.21	1.28	1.35	1.60
C25	14.15	0.35	0.42	0.50	0.57	0.64	0.71	0.78	0.85	0.92	0.99	1.06	1.13	1.20	1.27	1.34	1.42	1.67
C26	14.95	0.37	0.45	0.52	0.60	0.67	0.75	0.82	0.90	0.97	1.05	1.12	1.20	1.27	1.35	1.42	1.50	1.75
C27	15.72	0.39	0.47	0.55	0.63	0.71	0.79	0.86	0.94	1.02	1.10	1.18	1.26	1.34	1.41	1.49	1.57	1.82
C28	16.67	0.42	0.50	0.58	0.67	0.75	0.83	0.92	1.00	1.08	1.17	1.25	1.33	1.42	1.50	1.58	1.67	1.92
C29	17.68	0.44	0.53	0.62	0.71	0.80	0.88	0.97	1.06	1.15	1.24	1.33	1.41	1.50	1.59	1.68	1.77	2.02
C30	19.02	0.48	0.57	0.67	0.76	0.86	0.95	1.05	1.14	1.24	1.33	1.43	1.52	1.62	1.71	1.81	1.90	2.15
C31	20.62	0.52	0.62	0.72	0.82	0.93	1.03	1.13	1.24	1.34	1.44	1.55	1.65	1.75	1.86	1.96	2.06	2.31
C32	22.51	0.56	0.68	0.79	0.90	1.01	1.13	1.24	1.35	1.46	1.58	1.69	1.80	1.91	2.03	2.14	2.25	2.50
C33	24.67	0.62	0.74	0.86	0.99	1.11	1.23	1.36	1.48	1.60	1.73	1.85	1.97	2.10	2.22	2.34	2.47	2.72
C34	27.18	0.68	0.82	0.95	1.09	1.22	1.36	1.49	1.63	1.77	1.90	2.04	2.17	2.31	2.45	2.58	2.72	2.97
C35	29.86	0.75	0.90	1.05	1.19	1.34	1.49	1.64	1.79	1.94	2.09	2.24	2.39	2.54	2.69	2.84	2.99	3.24
C36	32.91	0.82	0.99	1.15	1.32	1.48	1.65	1.81	1.97	2.14	2.30	2.47	2.63	2.80	2.96	3.13	3.29	3.54
C37	13.15	0.33	0.39	0.46	0.53	0.59	0.66	0.72	0.79	0.85	0.92	0.99	1.05	1.12	1.18	1.25	1.32	1.57
C38	14.44	0.36	0.43	0.51	0.58	0.65	0.72	0.79	0.87	0.94	1.01	1.08	1.16	1.23	1.30	1.37	1.44	1.69
C39	23.92	0.60	0.72	0.84	0.96	1.08	1.20	1.32	1.44	1.55	1.67	1.79	1.91	2.03	2.15	2.27	2.39	2.64
C40	24.46	0.61	0.73	0.86	0.98	1.10	1.22	1.35	1.47	1.59	1.71	1.83	1.96	2.08	2.20	2.32	2.45	2.70
C60	15.91	0.40	0.48	0.56	0.64	0.72	0.80	0.88	0.95	1.03	1.11	1.19	1.27	1.35	1.43	1.51	1.59	1.84
C61	16.71	0.42	0.50	0.58	0.67	0.75	0.84	0.92	1.00	1.09	1.17	1.25	1.34	1.42	1.50	1.59	1.67	1.92
C62	17.52	0.44	0.53	0.61	0.70	0.79	0.88	0.96	1.05	1.14	1.23	1.31	1.40	1.49	1.58	1.66	1.75	2.00

UNIVERSITY OF TOLEDO - HEALTH SCIENCE CAMPUS  
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CLASSIFIED EMPLOYEES

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Service		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
% increase		2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10

TABLE OF LONGEVITY SUPPLEMENTS

RANGE	BASE RATE (2020)	YEARS OF SERVICE																
		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20-24	25
C63	18.25	0.46	0.55	0.64	0.73	0.82	0.91	1.00	1.10	1.19	1.28	1.37	1.46	1.55	1.64	1.73	1.83	2.08
C64	19.19	0.48	0.58	0.67	0.77	0.86	0.96	1.06	1.15	1.25	1.34	1.44	1.54	1.63	1.73	1.82	1.92	2.17
C65	20.20	0.51	0.61	0.71	0.81	0.91	1.01	1.11	1.21	1.31	1.41	1.52	1.62	1.72	1.82	1.92	2.02	2.27
C66	10.97	0.27	0.33	0.38	0.44	0.49	0.55	0.60	0.66	0.71	0.77	0.82	0.88	0.93	0.99	1.04	1.10	1.35

UNIVERSITY OF TOLEDO - HEALTH SCIENCE CAMPUS  
UNCLASSIFIED EMPLOYEES  
HOURLY BASE RATES

Effective 7/1/2020

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
U03	Hourly	10.22	10.57	10.93	11.34	11.73		
	Annual	21,257.60	21,985.60	22,734.40	23,587.20	24,398.40		
U04	Hourly	13.38	13.98	14.65	15.30	15.93		
	Annual	27,830.40	29,078.40	30,472.00	31,824.00	33,134.40		
U05	Hourly	10.40	10.83	11.28	11.69	12.12		
	Annual	21,632.00	22,526.40	23,462.40	24,315.20	25,209.60		
U06	Hourly	14.78	15.43	16.07	16.84	17.50		
	Annual	30,742.40	32,094.40	33,425.60	35,027.20	36,400.00		
U07	Hourly	14.95	15.60	16.22	17.01	17.70		
	Annual	31,096.00	32,448.00	33,737.60	35,380.80	36,816.00		
U11	Hourly	12.54	12.99	13.32	13.67	14.04		
	Annual	26,083.20	27,019.20	27,705.60	28,433.60	29,203.20		
U12	Hourly	19.02	19.58	19.95	21.27	22.31	23.28	
	Annual	39,561.60	40,726.40	41,496.00	44,241.60	46,404.80	48,422.40	
U13	Hourly	21.36	22.30	23.16	24.20	25.41		
	Annual	44,428.80	46,384.00	48,172.80	50,336.00	52,852.80		
U14	Hourly	14.87						
	Annual	30,929.60						
U15	Hourly	14.23	14.60	15.03	15.49	15.71		
	Annual	29,598.40	30,368.00	31,262.40	32,219.20	32,676.80		
U16	Hourly	19.67	20.22	20.99	21.90	22.94	23.90	
	Annual	40,913.60	42,057.60	43,659.20	45,552.00	47,715.20	49,712.00	
U17	Hourly	17.68	18.28	18.97	19.72	20.66		
	Annual	36,774.40	38,022.40	39,457.60	41,017.60	42,972.80		
U19	Hourly	15.41	15.84	16.34	16.87	17.50		
	Annual	32,052.80	32,947.20	33,987.20	35,089.60	36,400.00		
U20	Hourly	15.78	16.15	16.67	17.30	18.01		
	Annual	32,822.40	33,592.00	34,673.60	35,984.00	37,460.80		
U21	Hourly	16.34	16.86	17.47	18.07	18.95		
	Annual	33,987.20	35,068.80	36,337.60	37,585.60	39,416.00		
U22	Hourly	17.31	18.00	18.59	19.31	20.34		
	Annual	36,004.80	37,440.00	38,667.20	40,164.80	42,307.20		
U23	Hourly	18.80	19.58	20.57	21.55	22.60		
	Annual	39,104.00	40,726.40	42,785.60	44,824.00	47,008.00		
U24	Hourly	18.45	19.27	20.24	21.25	22.30		
	Annual	38,376.00	40,081.60	42,099.20	44,200.00	46,384.00		
U25	Hourly	18.14	19.02	20.03	21.02	22.09		
	Annual	37,731.20	39,561.60	41,662.40	43,721.60	45,947.20		
U26	Hourly	16.86	17.46	18.12	18.95	19.77		
	Annual	35,068.80	36,316.80	37,689.60	39,416.00	41,121.60		
U27	Hourly	20.71	22.00	23.31	24.60	25.93		
	Annual	43,076.80	45,760.00	48,484.80	51,168.00	53,934.40		
U28	Hourly	23.78	24.89	26.06	27.27	28.46		
	Annual	49,462.40	51,771.20	54,204.80	56,721.60	59,196.80		
U29	Hourly	18.03	18.83	19.61	20.35	21.27		
	Annual	37,502.40	39,166.40	40,788.80	42,328.00	44,241.60		
U30	Hourly	24.34	25.71	26.99	28.51	30.17	31.25	32.35
	Annual	50,627.20	53,476.80	56,139.20	59,300.80	62,753.60	65,000.00	67,288.00
U31	Hourly	19.02	19.79	20.64	21.44	22.37		
	Annual	39,561.60	41,163.20	42,931.20	44,595.20	46,529.60		
U32	Hourly	25.71	27.11	28.38	29.90	31.59	32.64	33.74
	Annual	53,476.80	56,388.80	59,030.40	62,192.00	65,707.20	67,891.20	70,179.20
U32A	Hourly	26.49	27.93	29.22	30.79	32.54	33.62	34.75
	Annual	55,099.20	58,094.40	60,777.60	64,043.20	67,683.20	69,929.60	72,280.00
U32B	Hourly	27.52	29.02	30.36	32.00	33.79	34.91	36.10
	Annual	57,241.60	60,361.60	63,148.80	66,560.00	70,283.20	72,612.80	75,088.00
U33	Hourly	20.21	21.00	21.98	23.00	24.13		
	Annual	42,036.80	43,680.00	45,718.40	47,840.00	50,190.40		

UNIVERSITY OF TOLEDO - HEALTH SCIENCE CAMPUS  
UNCLASSIFIED EMPLOYEES  
HOURLY BASE RATES

Effective 7/1/2020

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
U34	Hourly	20.73	21.66	22.52	23.55	24.78		
	Annual	43,118.40	45,052.80	46,841.60	48,984.00	51,542.40		
U35	Hourly	21.77	22.65	23.52	24.62	25.81		
	Annual	45,281.60	47,112.00	48,921.60	51,209.60	53,684.80		
U36	Hourly	17.20	17.68	18.41	18.97	19.81		
	Annual	35,776.00	36,774.40	38,292.80	39,457.60	41,204.80		
U37	Hourly	23.13	24.48	25.96	27.57	29.19		
	Annual	48,110.40	50,918.40	53,996.80	57,345.60	60,715.20		
U38	Hourly	24.48	25.60	26.78	28.04	29.16		
	Annual	50,918.40	53,248.00	55,702.40	58,323.20	60,652.80		
U38A	Hourly	25.21	26.38	27.58	28.88	30.04		
	Annual	52,436.80	54,870.40	57,366.40	60,070.40	62,483.20		
U38B	Hourly	26.99	27.41	28.65	30.01	31.20		
	Annual	56,139.20	57,012.80	59,592.00	62,420.80	64,896.00		
U39	Hourly	23.54	24.62	25.68	26.74	28.01		
	Annual	48,963.20	51,209.60	53,414.40	55,619.20	58,260.80		
U40	Hourly	21.44	22.51	23.68	24.81	26.04		
	Annual	44,595.20	46,820.80	49,254.40	51,604.80	54,163.20		
U41	Hourly	22.12	23.17	24.24	25.40	26.45		
	Annual	46,009.60	48,193.60	50,419.20	52,832.00	55,016.00		
U42	Hourly	23.62	24.75	25.82	27.09	28.48		
	Annual	49,129.60	51,480.00	53,705.60	56,347.20	59,238.40		
U43	Hourly	21.85	23.00	24.30	25.61	27.05		
	Annual	45,448.00	47,840.00	50,544.00	53,268.80	56,264.00		
U44	Hourly	14.15	14.65	15.16	15.72	16.30		
	Annual	29,432.00	30,472.00	31,532.00	32,697.60	33,904.00		
U45	Hourly	26.83	28.40	30.08	31.68	33.25	34.35	35.51
	Annual	55,806.40	59,072.00	62,566.40	65,894.40	69,160.00	71,448.00	73,860.80
U45A	Hourly	27.62	29.24	30.99	32.63	34.25		
	Annual	57,449.60	60,819.20	64,459.20	67,870.40	71,240.00		
U45B	Hourly	28.69	30.38	32.18	33.89	35.58		
	Annual	59,675.20	63,190.40	66,934.40	70,491.20	74,006.40		
U46	Hourly	22.74	23.80	24.86	26.02	27.09		
	Annual	47,299.20	49,504.00	51,708.80	54,121.60	56,347.20		
U47	Hourly	18.02	18.58	19.36	20.10	20.95		
	Annual	37,481.60	38,646.40	40,268.80	41,808.00	43,576.00		
U48	Hourly	23.00	24.10	25.17	26.45	27.86		
	Annual	47,840.00	50,128.00	52,353.60	55,016.00	57,948.80		
U49	Hourly	25.53	26.63	27.68	28.97	30.40		
	Annual	53,102.40	55,390.40	57,574.40	60,257.60	63,232.00		
U50	Hourly	25.78	27.07	28.46	29.81	31.28		
	Annual	53,622.40	56,305.60	59,196.80	62,004.80	65,062.40		
U51	Hourly	25.83	27.15	28.22	29.36	30.80		
	Annual	53,726.40	56,472.00	58,697.60	61,068.80	64,064.00		
U52	Hourly	25.25	26.68	28.17	29.59	31.21		
	Annual	52,520.00	55,494.40	58,593.60	61,547.20	64,916.80		
U53	Hourly	25.25	26.68	28.17	29.59	31.04		
	Annual	52,520.00	55,494.40	58,593.60	61,547.20	64,563.20		
U53A	Hourly	26.00	27.49	29.02	30.48	31.96		
	Annual	54,080.00	57,179.20	60,361.60	63,398.40	66,476.80		
U53B	Hourly	27.01	28.56	30.15	31.66	33.21		
	Annual	56,180.80	59,404.80	62,712.00	65,852.80	69,076.80		
U54	Hourly	25.88	27.32	28.79	30.21	31.67		
	Annual	53,830.40	56,825.60	59,883.20	62,836.80	65,873.60		
U56	Hourly	29.35	30.93	32.59	34.20	35.78		
	Annual	61,048.00	64,334.40	67,787.20	71,136.00	74,422.40		
U57	Hourly	23.35	24.41	25.47	26.63	27.67		
	Annual	48,568.00	50,772.80	52,977.60	55,390.40	57,553.60		

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U58	Hourly	24.25	25.35	26.42	27.67	29.08		
	Annual	50,440.00	52,728.00	54,953.60	57,553.60	60,486.40		
U61	Hourly	15.38	16.00	16.74	17.47	18.16		
	Annual	31,990.40	33,280.00	34,819.20	36,337.60	37,772.80		
U63	Hourly	17.83	18.64	19.61	20.62	21.66		
	Annual	37,086.40	38,771.20	40,788.80	42,889.60	45,052.80		
U64	Hourly	23.06	24.46	25.72	27.23	28.93	30.01	31.10
	Annual	47,964.80	50,876.80	53,497.60	56,638.40	60,174.40	62,420.80	64,688.00
U65	Hourly	52.98	54.17	55.35	56.53	57.69	58.86	60.05
	Annual	110,198.40	112,673.60	115,128.00	117,582.40	119,995.20	122,428.80	124,904.00
U67	Hourly	16.30	16.67	17.15	17.68	18.40		
	Annual	33,904.00	34,673.60	35,672.00	36,774.40	38,272.00		
U68	Hourly	27.58	29.34	31.10	32.85	34.62	36.38	
	Annual	57,366.40	61,027.20	64,688.00	68,328.00	72,009.60	75,670.40	
U69	Hourly	18.40	19.02	19.77	20.62	21.52		
	Annual	38,272.00	39,561.60	41,121.60	42,889.60	44,761.60		
U70	Annual	26.44	27.78	29.23	30.61	31.96		
	Hourly	54,995.20	57,782.40	60,798.40	63,668.80	66,476.80		
U71	Hourly	24.04	25.40	26.83	28.20	29.56		
	Annual	50,003.20	52,832.00	55,806.40	58,656.00	61,484.80		
U72	Hourly	24.65	26.02	27.48	28.83	30.18		
	Annual	51,272.00	54,121.60	57,158.40	59,966.40	62,774.40		
U73	Hourly	26.54	27.93	29.35	30.72	32.10		
	Annual	55,203.20	58,094.40	61,048.00	63,897.60	66,768.00		
U74	Hourly	15.89	16.35	16.96	17.62	18.83		
	Annual	33,051.20	34,008.00	35,276.80	36,649.60	39,166.40		
U75	Hourly	21.43	22.16	23.06	24.08	25.07		
	Annual	44,574.40	46,092.80	47,964.80	50,086.40	52,145.60		
U76	Hourly	25.94	26.87	27.84	28.76	29.85		
	Annual	53,955.20	55,889.60	57,907.20	59,820.80	62,088.00		
U77	Hourly	30.17	31.97	33.86	35.62	37.42		
	Annual	62,753.60	66,497.60	70,428.80	74,089.60	77,833.60		
U78	Hourly	19.97	20.95	21.98	23.06	24.19		
	Annual	41,537.60	43,576.00	45,718.40	47,964.80	50,315.20		
U79	Hourly	32.84	34.64	36.51	38.28	40.07	41.40	42.80
	Annual	68,307.20	72,051.20	75,940.80	79,622.40	83,345.60	86,112.00	89,024.00
U80	Hourly	52.98	55.86	58.87	61.75	64.63	66.78	69.03
	Annual	110,198.40	116,188.80	122,449.60	128,440.00	134,430.40	138,902.40	143,582.40
U81	Hourly	31.08	32.93	34.85	36.68	38.54		
	Annual	64,646.40	68,494.40	72,488.00	76,294.40	80,163.20		
U81A	Hourly	32.01	33.92	35.90	37.78	39.69		
	Annual	66,580.80	70,553.60	74,672.00	78,582.40	82,555.20		
U81B	Hourly	33.25	35.24	37.29	39.23	41.23		
	Annual	69,160.00	73,299.20	77,563.20	81,598.40	85,758.40		
U82	Hourly	19.02	19.79	20.64	21.44	22.37	23.30	24.21
	Annual	39,561.60	41,163.20	42,931.20	44,595.20	46,529.60	48,464.00	50,356.80
U82A	Hourly	19.59	20.37	21.26	22.08	23.04	24.00	24.94
	Annual	40,747.20	42,369.60	44,220.80	45,926.40	47,923.20	49,920.00	51,875.20
U82B	Hourly	20.35	21.18	22.07	22.95	23.94	24.93	25.91
	Annual	42,328.00	44,054.40	45,905.60	47,736.00	49,795.20	51,854.40	53,892.80
U83	Hourly	28.50	29.94	31.41	32.99	34.66		
	Annual	59,280.00	62,275.20	65,332.80	68,619.20	72,092.80		
U84	Hourly	48.07	49.51	50.59	51.79	52.99		
	Annual	99,985.60	102,980.80	105,227.20	107,723.20	110,219.20		
U85	Hourly	41.52	43.16	44.89	46.70	48.57	50.49	
	Annual	86,361.60	89,772.80	93,371.20	97,136.00	101,025.60	105,019.20	
U86	Hourly	36.57	38.03	39.17	40.30	41.52		
	Annual	76,065.60	79,102.40	81,473.60	83,824.00	86,361.60		

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U87	Hourly	38.54	40.08	41.68	43.35	45.09		
	Annual	80,163.20	83,366.40	86,694.40	90,168.00	93,787.20		
U88	Hourly	41.81	43.53	45.28	47.11	48.99	50.97	52.99
	Annual	86,964.80	90,542.40	94,182.40	97,988.80	101,899.20	106,017.60	110,219.20
U89	Hourly	47.38	49.32	51.31	53.36	55.51		
	Annual	98,550.40	102,585.60	106,724.80	110,988.80	115,460.80		
U90	Hourly	53.17	54.59	56.00	57.44	58.84		
	Annual	110,593.60	113,547.20	116,480.00	119,475.20	122,387.20		
U91	Hourly	17.50	18.02	18.63	19.23	20.11		
	Annual	36,400.00	37,481.60	38,750.40	39,998.40	41,828.80		
U92	Hourly	28.73	30.51	32.26	33.27	34.27		
	Annual	59,758.40	63,460.80	67,100.80	69,201.60	71,281.60		
U93	Hourly	11.33	11.80	12.65	13.20	13.49	13.95	14.43
	Annual	23,566.40	24,544.00	26,312.00	27,456.00	28,059.20	29,016.00	30,014.40
U94	Hourly	50.48	51.97	53.13	54.38	55.64		
	Annual	104,998.40	108,097.60	110,510.40	113,110.40	115,731.20		