



**Agreement**

**Between**

**The Medical University of Ohio**

**and**

**Local #2415, Ohio Council #8**

**American Federation of State,  
County and Municipal Employees,  
AFL-CIO**

**July 1, 2006**

**Through**

**June 30, 2009**

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## ***ARTICLE 1***

### **PREAMBLE**

- 1.1 This Agreement governs relations between the Medical University of Ohio, 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 2***

### **TOTAL INTEGRATION**

- 2.1 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 Except where this Agreement has superseded Ohio laws, including all specifications under those laws, terms and conditions not included in this Agreement remain governed by state and federal law.
- 2.2 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.

- 2.3 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 3***

#### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

- 3.1 The provisions of the Agreement shall be applied equally to all employees without discrimination as to age (over 40), sex, marital status, race, color, creed, handicap, disability, national origin, ancestry, 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.
- 3.2 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.
- 3.3 The Union shall be provided with a copy of the Affirmative Action Plan of the Medical University of Ohio and any amendments made thereto. The employer shall discuss any proposed amendment to the plan before a change is made.

### ***ARTICLE 4***

#### **MANAGEMENT RIGHTS**

- 4.1 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.
- 4.2 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.
- 4.3 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 5***

#### **RECOGNITION**

- 5.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classified and unclassified service.
- 5.2 Exceptions are supervisors, administrators, middle managers, persons employed in highly and strictly confidential positions, employees in the payroll, Human Resources budget departments, Office of Institutional Advancement, University Health Services (current positions only) as of date of ratification,

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 5, 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 35 are also excluded from the bargaining unit.

5.3 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.

5.4 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

Systems Analyst 2– those who were exempt as of February 1, 2002 will remain exempt; all positions added after that date will be bargaining unit eligible

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

5.5 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 (part-time)

Operations Supervisor

Pathology/Teaching Assistant

Pharmacy Intern

Any Intern

Physician Assistant

5.6 INFORMATION SYSTEMS

Clerical employees, except as otherwise enumerated in Section 5.4, in Information Systems are bargaining unit eligible. Technical positions for which the job descriptions are primarily focused on software related tasks, duties and responsibilities will be bargaining unit exempt. Technical positions for which the job descriptions are primarily focused on hardware related tasks, duties and responsibilities will be bargaining unit eligible. 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.

5.7 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.

***ARTICLE 6***

**TIME DOCUMENTATION**

6.1 The Medical University of Ohio 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, unless prior approval is obtained from the employee's supervisor. Reasonable requests will be honored.

- 6.2 Employees whose duties require them to leave the premises are required to document departure and return, in accordance with departmental practices.
- 6.3 Employees are to document hours worked in accordance with the Medical University of Ohio 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 Medical University of Ohio to develop a uniform system.
- 6.4 Time logs shall be kept only in the place designated by the department.

***ARTICLE 7***

**CALL-BACK PAY AND ADMINISTRATIVE LEAVE**

- 7.1 When an employee is required to return to work after the end of regular work hours, the employee shall be paid three (3) 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.
- 7.2 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.
- 7.3 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.
- 7.4 During the life of this agreement, the parties will create a joint committee to explore alternatives to solving the call-back provisions and other alternatives.
- 7.5 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.

***ARTICLE 8***

**EARLY LEARNING CENTER**

- 8.1 The Early Learning Center shall be operated as a center for the care of children of employees who work at the Medical University of Ohio and of children of members of the general public when space allows.
- 8.2 Applications will be considered in the order in which they are received.
- 8.3 Vacancies shall first be offered to employees then to the general public

- 8.4 Staffing and operating guidelines will conform to licensing requirements as set forth by the State of Ohio as a minimum.

## *ARTICLE 9*

### **CORRECTIVE ACTION**

Types of Offences:

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

- 9.5 Corrective action must be based on charges which have been presented to the employee, or to a Union Representative, not more than seven (7) working days (excluding weekends and holidays) after management confirms the facts underlying the incident.

- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 Notwithstanding the provisions of Sections 9.7 and 9.8 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 10***

### **EDUCATIONAL REIMBURSEMENT**

- 10.1 The Employer will provide the opportunity for tuition reimbursement for job related courses provided the courses are related to jobs at the Medical University of Ohio (courses that can be applied toward an Associate, Baccalaureate or Graduate degree) taken at an educationally accredited college, university, or technical school for all regular full-time and regular part-time employees who are budgeted twenty (20) hours a week or more. All courses are subject to prior approval from the department head.
- 10.2 The Employer will reimburse regular full-time employees seventy-five percent (75%) for the cost of tuition only for the courses taken up to a maximum of \$3,000.00 per calendar year. Regular part-time employees (20 hours a week or more) will be reimbursed seventy-five percent (75%) tuition only for courses taken up to a maximum of \$1,500.00 per calendar year. Employees who sign a three year contract to stay at the Medical University of Ohio will be reimbursed one hundred percent (100%) of the cost of tuition for the courses taken up to a maximum of \$3,000.00 per calendar year. (If an employee leaves during the three (3) year period, repayment will be made at 15% of the additional 25% in the first year; 10% of the additional 25% in the second year; and 5% of the initial 25% in the third year.)
- 10.3 Vocational courses taken by regular full-time employees may qualify for education reimbursement provided such are job related and with prior approval of the department head. Regular part-time employees (20 hours a week or more) will be reimbursed seventy-five (75%) tuition only for one (1) vocational course per quarter/semester up to ten (10) credit hours. Tuition cost will be reimbursed upon documented presentation of a "C" or 2.0 grade, "pass" or better.

**ARTICLE 11**

**EMPLOYEE HEALTH CARE INSURANCE**

- 11.1 The Employer will provide regular full-time employees and eligible regular part-time employees and their eligible dependents for the duration of this Agreement with a health insurance/hospitalization program which is the same or similar in design and benefit levels to those in force July 1, 2006. An additional option to migrate to a Consumer Directed Health Plan will be offered during the term of this agreement, if available. In the event a Consumer Directed Health Plan is offered, MUO may require all eligible new hires after December 31, 2007 to be enrolled in the Consumer Directed Health Plan.
- 11.2 The employer agrees that the employee contribution amounts for hospitalization and medical/surgical coverage shall be:

**Eligible full-time employees:**

Single coverage

7/1/06 – 12/31/06 20% of the full monthly premium  
1/1/07 – 12/31/07 22% of the full monthly premium  
1/1/08 – 12/31/08 25% of the full monthly premium  
1/1/09 – 6/30/09 25% of the full monthly premium

Family coverage

7/1/06 – 12/31/06 20% of the full monthly premium  
1/1/07 – 12/31/07 22% of the full monthly premium  
1/1/08 – 12/31/08 25% of the full monthly premium  
1/1/09 – 6/30/09 25% of the full monthly premium

**Eligible part-time employees:**

Single coverage

7/1/06 – 12/31/06 40% of the full monthly premium  
1/1/07 – 12/31/07 44% of the full monthly premium  
1/1/08 – 12/31/08 50% of the full monthly premium  
1/1/09 – 6/30/09 50% of the full monthly premium

Family coverage

7/1/06 – 12/31/06 40% of the full monthly premium  
1/1/07 – 12/31/07 44% of the full monthly premium  
1/1/08 – 12/31/08 50% of the full monthly premium  
1/1/09 – 6/30/09 50% of the full monthly premium

If the full monthly premium does not exceed a 15% increase from the previous years, the parties agree that for the health care plan year that begins 1/1/09, the full monthly premium increase will not exceed the lesser of the previous two years increase experience.

- 11.3 The Employer shall provide hospitalization and medical/surgical coverage for which the payment schedule is based on site of care. Current employees will be at 90/10 percent coinsurance (after any

applicable deductibles) effective July 1, 2006. All new hires as of January 1, 2007 will be at 80/20 percent coinsurance (after any applicable deductibles). As of June 30, 2009, all employees will be at 80/20 percent coinsurance (after any applicable deductibles).

- 11.4 Employees who are covered under the Medical University of Ohio'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.
- 11.5 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.
- 11.6 Eligible regular part-time employees may continue to participate by contributing scheduled employee portions in effect as of July 1, 2006. Such contribution shall be made by payroll deduction. Eligible part-time employees are those employed in a continuing regular part-time position budgeted at twenty (20) hours or more each week. The Medical University of Ohio may offer benefits to employees at a lower FTE at its discretion.

During the term of this agreement, the Medical University of Ohio agrees to provide an on-site employee health clinic whereby employees can be seen by a health care provider within 24 hours of the request (business hours).

In addition, the Medical University of Ohio and AFSCME agree to continue the Benefits Advisory Committee.

- 11.7 When a full time employee's spouse, who is employed full time, has an available employer paid hospitalization policy where the employers percentage of cost sharing is the same or more than the Medical University of Ohio (which is 78% effective 1/1/07 and 75% effective 1/1/08), said spouse must enroll in that policy for the fullest extent possible in order to qualify for Medical University of Ohio coverage. If a spouse of a bargaining unit member declines hospitalization coverage as specified above because the spouse elected a different benefit or cash payment when employer provided hospitalization was available, said spouse shall not be eligible for Medical University of Ohio coverage. Where both a husband and wife are employed by Medical University of Ohio, they will have the option to take only one (1) family policy or a single health insurance policy each. Failure to return verifications of insurance will result in cancellation of Medical University of Ohio sponsored coverage.
- 11.8 If the Employer provides a Flexible Benefits Plan in accordance with IRS regulations, the parties agree to meet to discuss the inclusion of the bargaining unit in said programs. In accordance with IRS regulations employees shall be given the opportunity to participate in the Section 125 Premium Conversion Program which provides for payment of the employees portion of the health care premium cost with pre tax dollars.
- 11.9 Eligible employees may participate in a flexible spending account plan for out-of-pocket medical expenses and/or dependent care assistance expenses. For all employees hired after January 1, 1994, a 6-month period of employment must be completed before enrollment eligibility occurs. New employees may enroll after six (6) months of employment effective January or July, whichever

comes first. Enrollment periods will be the month preceding the effective date. Any employees meeting the 6-month employment requirement may elect or re-elect participation in December for a January 1 plan effective date each year.

#### 11.10 PRESCRIPTION PLAN

Full-time regular and eligible regular part-time employees may have a prescription filled by the UMC Out-Patient Pharmacy Monday through Friday between the hours of 9:00 a.m. and 6:00 p.m. 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 between the aforementioned hours. Dropping off their non-emergent prescriptions in a drop box will accommodate third shift employees. Those prescriptions will be filled and available for pick up either during regular OP pharmacy hours or at the inpatient window the next worked shift. Only payroll deduction, Credit or Debit Cards will be accepted for payment. Emergent prescriptions when the OP pharmacy is closed will continue to be filled and picked up in the inpatient pharmacy. Only payroll deduction, Credit or Debit Cards will be accepted for payment. 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. No prescription will be filled if the drug or generic equivalent as prescribed by the physician is not included in the UHC formulary. Employees will sign a statement verifying that the prescription is for either themselves or for an eligible Internal Revenue Service dependent residing in the employee's household. Employees attempting to use the prescription plan for a person(s) other than themselves or an IRS dependent living in the household will be disciplined up to and including termination.

11.11 Prescriptions may be filled for up to a 3 month period based on valid Physician order and the following formula being applied for each prescription. The copayment of generics will be a flat \$10 fee up to a three month supply. The copayment for physician authorized dispensed as written (DAW) or a name brand with no generic available furnished under the plan will be 22% of the average wholesale drug cost and a \$5.00 dispensing fee for the term of the agreement with a cap on the employee's portion of the drug cost of \$400 per individual and \$800 per family per calendar year. If an employee insists/wants 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. Also, the Medical University of Ohio and its TPA will allow for a 10-day supply of prescription drugs available from participating/network pharmacies that may be utilized when the Medical University of Ohio's outpatient pharmacy is closed, when the employee is out of the area on vacation, or a child who is away at college, etc. Once employees hit a cap (either \$400 individual or \$800 family), they will only pay a \$5.00 copayment for each prescription. Employees will be responsible for maintaining records to verify that the cap has been reached. The cap will not be applicable to drugs utilized for the treatment of infertility.

#### 11.12 OPTICAL PLAN

The Employer will continue to provide an optical plan for employees and eligible dependent (IRS definition) family members residing in the employee's household. The Employer will provide this benefit at a cost not to exceed six dollars (\$6.00) per eligible full-time regular employee per month. The deductible shall be fifteen dollars (\$15.00) for each utilization. Eligible regular part-time employees may participate in the optical plan at no cost to the Employer. Eligible part-time

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.

#### 11.13 DENTAL PLAN

The Employer will continue to provide dental coverage at current levels or higher if mutually agreed for regular full-time employees but may provide services through a closed panel or Preferred Provider Program. Regular part-time employees may enroll in the dental program at designated times by paying 100% of the premium charged to MUO or 100% of the cost as determined by the third party administrator of a self-funded plan. 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.

#### 11.14 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
<b>Less than 5 years</b>	<b>\$10,000 coverage</b>

### *ARTICLE 12*

#### **FILLING OF VACANCIES**

- 12.1 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, Telecommunications (Operators only), and Respiratory Care (Technicians 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 12.10 do not apply to senior employees filling vacancies under this section.
- 12.2 If the vacancy is not accepted by the most senior employees in the departments in the classifications outlined in Section 12.1 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.
- 12.3 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 19. 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 with a copy of the Statistical Information Sheet including the name of the employee chosen for the position.

- 12.4 All postings shall be distributed and placed on appropriate Medical University of Ohio bulletin boards by the Employer.
- 12.5 All non-probationary employees are eligible to bid on posted jobs.
- 12.6 The successful applicant will assume the position within twenty-one (21) 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-one (21) 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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.

- 12.11 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.
- 12.12 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. The Employer will provide a quarterly print-out on the number of hours worked by intermittent and contingency employees. Any discrepancies regarding the number of hours worked will be discussed in a Labor/Management meeting. If a discrepancy or problem cannot be resolved in a Labor/Management meeting a grievance may be filed at Step 3 by the Union.
- 12.13 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 15. Regular contingents shall accrue sick time, receive holiday compensation as defined in article 15, but are not entitled to any other benefits including contingent premium pay.

### ***ARTICLE 13***

#### **FUNERAL LEAVE**

- 13.1 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).

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

## *ARTICLE 14*

### **DISPUTE RESOLUTION PROCEDURES**

14.1 Purpose:

The purpose of this Article is to provide an effective method for settlement of disputes. The Medical University of Ohio 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 either the formal grievance process (if applicable) or the formal workplace resolution process prescribed by this Article. Each are separate and distinct, and have their own unique processes of resolution (see below). 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.

14.2 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. Workplace Issue: If a dispute arises that is not a violation of this Agreement then it may be deemed a workplace issue. The workplace issue process cannot be used for the purpose of establishing or changing policy, or for performance appraisals.
- C. 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.

14.3 Eligibility:

Employees who have not yet passed their new hire probationary period cannot utilize the grievance process. If a probationary employee alleges unlawful conduct or unlawful discrimination, they may use the workplace issue process only. Non-employees (except for AFSCME Council 8 representatives) are ineligible to participate in the workplace issue process.

14.4 Time Limits:

Failure to initiate or appeal a workplace resolution form within the time limits specified in the separate processes described below shall be deemed a waiver of the grievance/workplace issue. Failure at any level of the respective dispute resolution processes to communicate the decision within the specified time limits shall permit the grievant and/or their representative to proceed to the next level.

14.5 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 or for a dispute that arises that is not a violation of this agreement, the employee, with or without a Union Representative, shall complete a Workplace Issues Resolution 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 Workplace Issues Resolution 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, than the following will occur (if either party deem the issue to be a workplace issue, then 14.20 will be followed):

GRIEVANCE PROCESS

14.6 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 Workplace Issues Resolution 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 14.5 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.

14.7 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. .

- 14.8 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.

14.9 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.

14.10 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.

14.11 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:

14.12 Procedure:

The parties hereby establish a panel of the following six (6) arbitrators:

- |                        |                       |
|------------------------|-----------------------|
| 1. Dr. David M. Pincus | 4. Phyllis E. Florman |
| 2. Nicholas Duda, Jr.  | 5. Howard Silver      |
| 3. Hyman Cohen         | 6. Dennis Minni       |

Within ten (10) days of receiving a notice to arbitrate, the parties shall randomly select one of the above-listed arbitrators. 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 the Medical University of Ohio’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.

14.13 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.

- 14.14 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.
- 14.15 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.
- 14.16 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.
- 14.17 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.
- 14.18 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.
- 14.19 Any financial remedy resulting from an award granted herein, shall be limited to up to six (6) 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 = 6 months
  - 12 months = 6 months
  - 18 months = 9 months
  - 24 months = 12 months
  - 36 months = 12 months

**WORKPLACE RESOLUTION PROCESS:**

14.20 Purpose:

The parties recognize that some workplace issues or problems may arise which are not violations of this collective bargaining agreement. Therefore, a workplace issues resolution process is created to ensure open lines of communication and to promote flexible and creative solutions on non-contractual issues and problems, with the goal of maintaining a harmonious working environment while achieving the organization's mission of education, healthcare and service delivery.

14.21 Labor / Management Team:

If the manager and employee are unable to reach a satisfactory resolution at the informal level, the employee may within ten (10) working days submit the Workplace Issues Resolution form to the Human Resources Department and request that a joint labor-management team meet to discuss and resolve the issue. A joint labor-management team will meet to discuss and resolve the issue. The decision of the joint labor-management team will be final in resolving such issues and cannot be grieved or arbitrated. A copy of the decision will be copied to all parties involved.

14.22

No workplace issue may be settled individually with an employee that is contrary to the terms of the policies and procedures of the Medical University of Ohio.

***ARTICLE 15***

**HOLIDAYS**

15.1 The following dates have been recognized as the Medical University of Ohio's holidays for regular full-time and regular part-time employees:

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

The Medical University of Ohio Board of Trustees may "float" two other dates as recognized holidays in place of President's Day and Columbus Day holidays.

15.2 Employees shall be scheduled to work eight (8) hours on a holiday. If employees are required to work more than eight (8) hours, they will be paid holiday pay for all hours worked. Ten (10) and twelve (12) hour budgeted employees who only work eight (8) hours on a holiday will be given the opportunity to complete their budgeted FTE's within the same week. They may work more than eight (8) hours on a holiday voluntarily without holiday pay for hours worked over (8) hours on the holiday.

- 15.3 Part-time employees shall be paid holiday pay for that portion of any holiday for which they would normally have been scheduled to work regardless of whether they work on the holiday.
- 15.4 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 eighty (80) hours. Holiday compensatory time will not be granted for holidays that fall on a Saturday or Sunday which are recognized on Friday or Monday.
- 15.5 If a recognized holiday falls on a Sunday, it will be observed on the following Monday with holiday pay. If a recognized holiday falls on a Saturday, it will be observed on the preceding Friday with holiday pay.
- 15.6 When a recognized holiday falls on a Saturday or Sunday, a holiday premium of one and one-half will be paid for the recognized holiday and straight time will be paid for hours worked on the observed Friday and/or Monday holiday.
- 15.7 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 observed holiday falls within an employee's vacation period or sick leave, such employee shall be paid holiday pay and will not be charged for vacation or sick leave days.
- 15.8 Days specified as Holidays shall not be charged to an employee's vacation leave.

## ***ARTICLE 16***

### **INJURY LEAVE**

- 16.1 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.
- 16.2 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 from the date of the injury. Employees will accumulate seniority for up to one year while on approved BWC disability leave.

- 16.3 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.
- 16.4 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.
- 16.5 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 17***

#### **JURY LEAVE**

- 17.1 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 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.
- 17.2 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.
- 17.3 Employees who are subpoenaed and must report for jury duty as outlined in 17.1 above shall not be required to be on call the day before and the day of their jury duty.

#### ***ARTICLE 18***

#### **LABOR/MANAGEMENT MEETINGS**

- 18.1 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.
- 18.2 If there is no agenda for the scheduled meeting, said meeting may be cancelled by mutual agreement of both parties.
- 18.3 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.

- 18.4 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.
- 18.5 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 19***

### **LAYOFFS AND RECALL**

- 19.1 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 Medical University of Ohio seniority in accordance with the following procedure. The Employer will end the employment of all temporary and new hire probationary employees in any classification in the unit/department where a job abolishment is planned to occur in that classification.
- A. Regular employees whose positions have been abolished, or who have been displaced from their positions, will have the right to fill any available vacancy with the same or lower full-time equivalency (FTE) within the employee's job classification or a lower classification provided they have the current qualifications and ability to perform the available work subject to B, C, D, E, F, G, and H below. Satisfactory performance must be demonstrated within a period of up to 120 calendar days. Employees with two (2) years or less seniority whose jobs are abolished or are displaced must take any available vacancy in the same or lower classification provided they have the current qualifications and ability to perform the available work. Such employees with two (2) years or less seniority 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.

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 must declare one of the following two options at the time of abolishment/displacement: a). 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 b). 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.

- B. Regular employees with more than two (2) years of seniority whose positions have been abolished, or who have been displaced from their positions, who do not wish to exercise

their option to fill any available vacancies outlined above in subsection (A), will have the right to displace the least senior employee with the same or next lower full-time equivalency (FTE) on their shift, in their classification, and within their department or unit, provided their seniority entitles them to do so and provided they have the current qualifications and ability to perform the available work. Satisfactory performance must be demonstrated within a period of up to 90 calendar days.

- C. A regular employee displaced as outlined above in subsection (B) will have the right to fill an available vacancy mentioned above in subsection (A) or displace the least senior employee with the same or next lower full-time equivalency (FTE) in the classification on any shift in the department or 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 period of up to 90 calendar days.
- D. Before any employees are laid off, by following A, B or C as described above, they shall have the right to displace (1) the least senior probationary employee, or (2) the least senior non-probationary employee or a temporary employee in their classification within the bargaining unit provided they have the current qualifications and ability to perform such work. Satisfactory performance must be demonstrated within a period of up to 90 calendar days. The least senior probationary or temporary employee will then be laid off, or displace with appropriate reinstatement rights.
- E. Any employee who would otherwise be laid off, after following A, B, C, or D 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 period of up to 90 calendar days.
- F. Regular employees with eight (8) or more years seniority who would otherwise be laid off, after following A, B, C, D, and E as described above, shall have the right to displace the least senior employee on the same shift if available or any other 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 period of up to 90 calendar days.
- G. Employees 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.

19.2 If an employee who fills a vacancy in accordance with section A above, or bumps in accordance with sections B, C, D, E, and F above, is determined by the Employer not to be properly qualified or able to perform the job, the employee shall be allowed to fill any available vacancy for which the employee is qualified. If no vacancy exists, or the employee is not qualified to fill the vacancy, then the employee shall be laid off and shall retain recall rights in accordance with section 19.4 below.

- 19.3 Regular layoffs shall be by the Medical University of Ohio 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.
- 19.4 Employees who have been laid off or displaced to another shift, lower classification or lower (FTE), shall be placed on appropriate recall lists. Employees shall be recalled in the reverse order in which they were laid off.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 Temporary Layoff Procedure

A. Temporary Furlough

Temporary furloughs shall be by Medical University of Ohio 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. If additional temporary furloughs are needed, the furloughs shall be mandatory in the reverse order of seniority on a rotating basis.
3. The following provisions shall apply to temporary furloughs.
  - a. Each employee shall be subject to a maximum of thirty-two (32) hours temporary mandatory furlough per year. Temporary voluntary furlough hours shall not be counted as temporary mandatory furlough hours. The Employer will make reasonable efforts not to use temporary mandatory furlough more than once per person in a pay period.
  - b. Employees volunteering or forced to take temporary mandatory furlough may decide to take paid leave, i.e., compensatory time or vacation.
  - c. Mandatory temporary 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.

- d. The Medical University of Ohio shall not apply the temporary 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.
- e. There shall be no temporary transfers or other assignments into the position affected by a temporary furlough while the employee in the position is on temporary furlough, except in case of an emergency.
- f. Employees not given advance notice of temporary mandatory furlough, prior to reporting to work, who report to work, will be paid 2 hours show-up pay.
- g. The Medical University of Ohio shall keep temporary 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 Medical University of Ohio seniority within affected job classification and shift. This section will not be used for the purpose of avoiding the payment of unemployment compensation.

- 1. 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. Employees shall be recalled in the reverse order in which they were laid off.

19.9 Bumping Procedure for Staff Nurses

If the Medical University of Ohio determines that layoffs or job abolishments are necessary, the Medical University of Ohio shall determine from which nursing units and shift the layoffs or abolishments shall be required. Once the Medical University of Ohio 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 2, 3, and 4 of this article.

- A. 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  
 Cardiovascular Lab  
 Surgical ICU  
 ICCU  
 Medical ICU/Neuro ICU  
 PACU

## Emergency Department

However, the Medical University of Ohio reserves the right to discontinue bumping (and, therefore, no bumping will be permitted) when in the judgement of the Medical University of Ohio 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. 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.

## ***ARTICLE 20***

### **LUNCH PERIOD**

- 20.1 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.
- 20.2 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.
- 20.3 Only with the prior approval of the supervisor may one or both breaks be combined with the lunch period.

## ***ARTICLE 21***

### **NO STRIKE AND NO LOCKOUT**

#### 21.1 NO LOCKOUT

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

#### 21.2 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.

- 21.3 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 22***

### **ON-CALL PAY**

- 22.1 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.

## ***ARTICLE 23***

### **OVERTIME**

- 23.1 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.
- 23.2 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. Employees will first be asked to volunteer to stay based upon who is next in the rotation.
  - B. 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.
  - C. 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.
  - D. 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.
  - E. The Employer will make reasonable efforts to minimize the use of mandatory overtime.
- 23.3 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.

- 23.4 Employees entitled to receive overtime or premium pay shall be entitled to accrue those hours as compensatory time up to eighty (80) hours. Any compensatory time accrued in excess of eighty (80) hours will be paid out as it is earned. Employees who wish to be on the accrual system shall execute a form proposed by Medical University of Ohio.

## ***ARTICLE 24***

### **PAY DAY**

- 24.1 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.
- 24.2 Pay stubs will be available electronically on the Wednesday before payday after system implementation and testing. The electronic pay stub will possess 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. New hires will be required to participate as of the first pay period following the implementation date. Current employees will be able to opt out during a specified period of time, via a form. 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. as of six months after implementation.
- 24.3 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.
- 24.4 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 25***

### **PERSONNEL FILES**

- 25.1 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.
- 25.2 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.
- 25.3 Employees shall continue to receive a copy of materials that will become a part of their personnel record when they request such copy.
- 25.4 Employees or the Union Representative shall be provided with copies of material in the file upon payment of a reasonable fee not to exceed five cents (\$.05) for each page over ten (10) pages.

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

## *ARTICLE 26*

### **PROBATIONARY PERIOD**

- 26.1 The normal probationary period for newly hired employees shall be one hundred twenty (120) days. The Employer may post positions with an one hundred eighty (180) day probationary period where extended training periods are justified. Probationary employees may be disciplined or terminated without resort to the grievance procedure. Appropriate salary adjustments will occur at one hundred twenty (120) days.
- 26.2 The normal probationary period for a promotion or a demotion shall be one hundred twenty (120) days. The Employer may post positions with an one hundred eighty (180) day probationary period where extended training periods are justified. 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 one hundred twenty (120) days. Employees who voluntarily demote themselves are considered on probation for the first 120 calendar days. Such employees if their performance is deemed unsatisfactory will have the right to fill an available vacancy for which they qualify.
- 26.3 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 forty-five (45) calendar days.
- 26.4 These time limits may be extended by mutual written agreement of the Employer and the Union.

## *ARTICLE 27*

### **PUBLICATION**

- 27.1 A copy of the Collective Bargaining Agreement shall be supplied to all employees covered by this Agreement during new hire orientation. In the event that an employee loses or misplaces the employee's copy, each department shall have a master copy available for review.
- 27.2 All expenses incidental to the publication of this Agreement will be equally shared by the Union and the Employer.

## ***ARTICLE 28***

### **REST PERIOD**

- 28.1 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.
- 28.2 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 29***

### **SAFETY AND HEALTH COMMITTEE**

- 29.1 The Medical University of Ohio 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.
- 29.2 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.
- 29.3 The Committee shall recommend those actions, procedures, and rules necessary to ensure that the Medical University of Ohio is in compliance with all appropriate safety rules and regulations.
- 29.4 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.
- 29.5 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.

## ***ARTICLE 30***

### **SENIORITY**

- 30.1 Seniority shall be defined as the uninterrupted length of continuous service in a position within the Bargaining Unit with the Medical University of Ohio and/or predecessors of the Medical University of Ohio. 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.

- 30.2 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.
- 30.3 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 31**

### **SICK TIME PROGRAM & LEAVES OF ABSENCES**

#### 31.1 Eligibility:

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

#### 31.2 Accruals of Sick Time:

Employees shall accumulate sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service in an active pay status 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.

### 31.3 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 will continue. 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 9 "Corrective Action".

### 31.4 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 31.1 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: a) two (2) lates/early outs; or b) four (4) tardies.

**Early Out:** means an employee who leaves work due to 31.1 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:** means reporting to work 13 clicks up to less than two (2) hours late for a scheduled shift. Upon the inception of an automated time and attendance system, 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 9.

**Tardiness:** means reporting to work 6 clicks up to 12 clicks of the time clock late for a scheduled shift. This is equivalent to ¼ of a sick day as defined above.

**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 4 hours.

### 31.5 Exclusions:

The following sick leave time off under Article 31 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 31.7; and (4) unpaid medical leave in section 31.14. In addition, the following time off shall not be assessed as a sick day: (1) funeral leave

deducted from sick leave under Article 13, section 13.1; (2) vacation time charged to earned sick leave under Article 46, section 46.9; (3) injury leave in Article 16, 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 7, section 7.3; and (5) sick leave taken off by part-time employees under section 31.1 that results in an absence, including normal days off, of five (5) consecutive calendar days.

31.6 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.

31.7 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 equivalents	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 9 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.

31.8 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.

31.9 Relationship between Article 9 "Corrective Action" and Article 31 "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

### 31.10 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 tardies, lates, early outs, or sick days, misconduct or poor job performance that resulted in corrective action according to Article 9 (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, tardiness, 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 tardies, 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.

#### 31.11 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.

#### 31.12 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.

#### 31.13 Personal Leave:

Non-probationary full and part-time employees, based on their previous year's actual hours paid, may use, on a pro-rated basis, up to twenty-four (24) hours of earned but unused sick leave for personal reasons other than illness or injury. 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. Any unused personal time may be cashed out in the last payroll check of each calendar year. The employee's request for cash out must be submitted by the first week of December of each calendar year.

#### 31.14 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 Medical University of Ohio 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”.

31.15 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 MCO 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.

31.16

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 Medical University of Ohio, whose death occurs during active employment.

31.17 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 Medical University of Ohio, 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 Medical University of Ohio policy.

For additional information regarding FMLA, please see policy 05-072.

31.18 Cash Out/Incentive Programs:

Employees who have a minimum of 240 hours accumulated sick leave in a calendar year, and who do not exceed the maximum hours annually as outlined below, may cash out in the last payroll of each calendar year the following amounts of surplus accumulated sick leave:

SICK TIME HOURS USED ANNUALLY ALLOWABLE SICK TIME CASH OUT ANNUALLY

0 - 8 hours	80 hours X employee hourly rate
9 hours - 16 hours	60 hours X employee hourly rate

The sick leave exclusions listed above, and the sick leave used as Personal Leave above, are not considered sick time hours used annually.

Part-time employees who are at least .50 FTE or greater are also eligible for the annual cash out above on a pro-rated basis and must have a minimum of 120 hours accumulated sick time.

- Employee who applies for sick leave cash out is eligible/ineligible based on their union/non-union and FTE status as of December 31st.

- 31.16 will apply to all employees FTE .5 to .99. Sick leave cash out is pro-rated for all employees under 1.0.

Per the Memorandum of Understanding on July 11, 2003, both sick time hours used and sick time hours paid out are pro-rated for all employees FTE .5 to .99.

### ***ARTICLE 32***

#### **SICK LEAVE PAYMENT UPON RETIREMENT**

32.1 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 Medical University of Ohio or any other state facility, after retiring, may accrue and use sick leave at the time of second retirement.

### ***ARTICLE 33***

#### **SICK LEAVE - TRANSFER OF**

33.1 Unused sick leave shall be cumulative without limit. Upon request, an employee who transfers from a public agency in the State of Ohio to Medical University of Ohio or who is reappointed or reinstated, or who transfers from an Ohio State department to Medical University of Ohio 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 34***

#### **TABLE OF ORGANIZATION**

34.1 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 35***

**SUBCONTRACTING & TEMPORARY EMPLOYEES**

- 35.1 Temporary employees shall be hired for certain stated periods or for specific projects not to exceed 120 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. It may be necessary for temporary employees to exceed the standard probationary period when such employees are replacing regular employees who are on an approved leave of absence. The extension of time must be agreed to on an individual-by-individual basis by the parties to this Agreement.
- 35.2 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 36***

**UNION ASSIGNMENT LEAVE**

- 36.1 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 37***

**UNION BULLETIN BOARDS**

- 37.1 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.
- 37.2 Maintenance of said bulletin boards will be the responsibility of the Union.
- 37.3 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

37.4 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 38***

#### **UNION DUES (CHECKOFF)**

- 38.1 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.
- 38.2 Cancellation shall be governed by the terms of the Authorization Card.
- 38.3 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 Medical University of Ohio, 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<sup>th</sup> day of employment begins for a new employee, or the payroll period during which the 60<sup>th</sup> day following transfer into a bargaining unit position occurs for a current employee who previously held a non-bargaining unit position.
- 38.4 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.
- 38.5 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.
- 38.6 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 39***

**UNION LEAVE**

39.1 The Employer shall grant paid 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. 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)
- AFSCME Ohio Council 8 Convention (once a year)
- Ohio AFL-CIO Convention (once a year)
- AFSCME International Convention (once every 2 years)

39.2 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 39.1, will require three (3) week notice, as do additional conferences, seminars and conventions.

39.3 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 40***

**UNION OFFICE**

40.1 Employer will continue to provide AFSCME, Local 2415, an office of the present size for use by Union officers and stewards to be used exclusively for Union business matters. A rental fee, which shall be consistent with the facilities fee established annually by Medical University of Ohio for its tenants will be reimbursed to the Employer on a quarterly basis. The Employer will pay the installation and service fee for the telephone extension and will be reimbursed by the Union for the service fee only. The Union will pay all monthly local and long distance telephone service costs.

## ***ARTICLE 41***

### **UNION ORIENTATION**

- 41.1 Any new employee may be invited through invitation or posted notice to attend a Union Orientation Program. Such orientation programs may be held in conjunction with, or immediately preceding, the monthly local meeting held on the premises. Any employee attending this meeting must do so on their own time.
- 41.2 During new employee orientation, the Medical University of Ohio shall distribute to bargaining unit employees a copy of the Agreement and a packet of union information. AFSCME shall meet with the union members concerning the benefits and obligations of being a member of AFSCME. The Medical University of Ohio shall also provide the Union with an updated list of new hires after each new employee orientation.
- 41.3 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 42***

### **UNION REPRESENTATION**

- 42.1 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.
- 42.2 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.
- 42.3 The following Union representatives shall be provided weekly release time for union business related only to the Medical University of Ohio bargaining unit employees: Union president (40 hours); Vice President (8 hours); Chief Steward (20 hours); and Divisional Steward (20 hours).
- 42.4 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 Medical University of Ohio.

- 42.5 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 43***

#### **UNION REPRESENTATIVES VISITATION**

- 43.1 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.
- 43.2 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 44***

#### **UNPAID LEAVE**

- 44.1 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.
- 44.2 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.
- 44.3 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 45*

### UNSCHEDULED SHIFT

- 45.1 Regular full-time and part-time (.50 FTE or greater) employees who are requested to work at least 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 24 or more hours notice.

## *ARTICLE 46*

### VACATION

- 46.1 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.
- 46.2 Vacation time may include weekends, assigned by seniority, if the supervisor determines that the weekend time may be taken off without affecting staffing levels or the cost center's budget for overtime.
- 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 46.1.
- 46.3 Vacation credit is accumulated to a maximum of that earned in three (3) years of service.
- 46.4 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.
- 46.5 All earned but unused vacation shall be automatically paid to an employee that assumes a contingent position that is ineligible for vacation accrual.

- 46.6 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.
- 46.7 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.
- 46.8 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 respond to the employee 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 Medical University of Ohio.

After March 15, vacation requests shall be granted based on a first-come, first-served basis. The Employer will respond as soon as practicable but no later than 10 calendar days of the first-come first-served request. All vacation requests shall be subject to the availability of sufficient personnel in each department or unit to efficiently satisfy operational needs. 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.

- 46.9 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.
- 46.10 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.
- 46.11 Vacation slip duration for requesting vacation hours time off is as follows:  
03-15-2007 through 03-14-2008  
03-15-2008 through 03-14-2009  
03-15-2009 through 03-14-2010

## ***ARTICLE 47***

### **WAGES**

- 47.1 It shall be the policy of Medical University of Ohio 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 Medical University of Ohio 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.
- 47.2 Employees are to receive the following wage rate increases:
- 1<sup>st</sup> Year: A three percent (3.00%) wage rate increase effective 6/25/2006  
2<sup>nd</sup> Year: A two percent (2%) wage rate increase effective 6/24/2007  
3<sup>rd</sup> Year: A two percent (2%) wage rate increase effective 6/22/2008
- 47.3 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.
- 47.4 All employees shall be notified in writing of pay changes.

## ***ARTICLE 48***

### **WORKING OUT OF CLASSIFICATION**

- 48.1 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 one (1) shift 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.
- 48.2 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.
- 48.3 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.
- 48.4 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 49***

**WORK RULES**

- 49.1 When the Employer establishes new or revised work rules and regulations, the Employer shall inform the Union and the bargaining unit members at least fourteen (14) days in advance of the effective dates except in cases 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 50***

**PAST PRACTICE**

- 50.1 Past practice is a mutual and definite understanding between Medical University of Ohio and the Union of how things are done where the contract is silent or ambiguous.
- 50.2 Past practices may differ between departments and thus consistency of the application of a past practice shall be analyzed on a departmental basis.
- 50.3 Past practices may be discontinued with prior written notice by one party to the other party.

***ARTICLE 51***

**WORK SCHEDULES**

- 51.1 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 Medical University of Ohio. 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.

***ARTICLE 52***

**WORK WEEK AND HOURS OF WORK**

- 52.1 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.
- 52.2 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.

- 52.3 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.
- 52.4 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 53***

#### **UNIFORMS**

- 53.1 All classified employees required to wear uniforms shall be provided with a minimum of three (3) sets of uniforms. Those 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. Eligible individuals will have uniforms replaced as needed.
- 53.2 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.
- 53.3 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.

### ***ARTICLE 54***

#### **MILITARY LEAVE**

- 54.1 Employees who are members of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one days in any one calendar year. The maximum number of hours for which payment will be made in any one calendar year is one hundred seventy-six hours.

- A. Compensation

Employees shall receive compensation they would have received for up to thirty-one days in a calendar year even though they served for more than thirty-one days of such year on field training or active duty. There is no requirement that the service be for one continuous period of time.

- B. Evidence of Military Duty

Employees are required to submit an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

## ***ARTICLE 55***

### **COMPENSATORY TIME**

- 55.1 Employees entitled to receive overtime or premium pay shall be entitled to accrue those hours as compensatory time up to eighty (80) hours. Any compensatory time accrued in excess of eighty (80) hours will be paid out as it is earned. Employees who wish to be on the accrual system, shall execute a form proposed by Medical University of Ohio.

## ***ARTICLE 56***

### **DRUG AND ALCOHOL TESTING**

#### 56.1 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.

#### 56.2 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.

### 56.3 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.

### 56.3 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.

### 56.4 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 Medical University of Ohio Representative. The authorized Medical University of Ohio 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 Medical University of Ohio 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 Medical University of Ohio Representative, after observing the employee, has a reasonable suspicion that the employee may be intoxicated or impaired, then by written order, signed by the Medical University of Ohio 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 56.11.
- G. The Medical University of Ohio 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.

#### 56.5 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 Medical University of Ohio 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 employees 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 Medical University of Ohio 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.

#### 56.6 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.

#### 56.7 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.

#### 56.8 EMPLOYEE RIGHTS

- A. The Medical University of Ohio 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 Medical University of Ohio's order the day of the order. Medical University of Ohio 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 Medical University of Ohio 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.

#### 56.9 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.

#### 56.10 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.

#### 56.11 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.

#### 56.12 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.

#### 56.13 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.

#### 56.14 POLICY IMPLEMENTATION

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

### ***ARTICLE 57***

#### **STAFFING INCENTIVES**

- 57.1 The Employer and the Union agree to convene a labor - management committee to explore alternatives for offering incentives to employees to work more than their budgeted hours at times when the Employer has operational needs for additional staff.
- 57.2 Any incentive programs in place as of the date of this agreement are not affected by this article, unless specifically modified by the parties.

### ***ARTICLE 58***

#### **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 35. 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.

- 58.1 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.

58.2 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

58.3 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 are 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.

#### 58.4 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.

#### 58.5 Eligible Staff

All employees who have completed their probationary period.

***ARTICLE 59***

**DURATION**

59.1 This Agreement shall be in effect for three (3) years effective July 1, 2006, to and including midnight June 30, 2009 and on a day-by-day basis thereafter subject to termination by a ten-day written notice prior to termination.

In witness whereof the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

AFSCME OHIO COUNCIL #8

MEDICAL UNIVERSITY OF OHIO

\_\_\_\_\_  
Kevin Moyer, Staff Representative

\_\_\_\_\_  
Crystal Y. Dixon, Acting Administrator  
Human Resources

\_\_\_\_\_  
Connie Rubin, Director, Labor & Employee Relations

AFSCME LOCAL #2415

\_\_\_\_\_  
Thomas Kosek, President

\_\_\_\_\_  
Laura Miller, Director, Benefits & HRIS

\_\_\_\_\_  
Cheryl Liebich, Vice President

\_\_\_\_\_  
William G. Logie, Vice President, Administration

\_\_\_\_\_  
Susan Davis, Chief Steward

2006 UNION NEGOTIATING  
TEAM:

Lorraine Brown

Susan Davis

Anita Easterly

Debra Gibbon

Edward James

Thomas Kosek

Cheryl Liebich

Kevin Moyer

Marilyn Ritter

Ulonda Sweeney

Mary Villegas

Dean Weygant

2006 MANAGEMENT NEGOTIATING  
TEAM:

Susan Batten

Crystal Dixon

Vickie Geha

Christine Kupovits

Harvey Vershum

Joeseeph Klep

Connie Rubin

Steve Swartz

Norma Tomlinson

Laura Miller

## ADDENDUM A

# Definitions

### MEDICAL UNIVERSITY OF OHIO

Effective July 1, 2006, all references to the Medical University of Ohio shall be The University of Toledo (Health Science Campus).

#### Article 14 – GRIEVANCE PROCEDURE

“Working days” means the same as defined in Article 9, Corrective Action, at Section 9.6.

#### Article 18 – LABOR/MANAGEMENT MEETINGS

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

“Working days” means the same as defined in Article 9, Corrective Action, at Section 9.6.

#### Article 23 – OVERTIME

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

#### Article 26 – PROBATIONARY PERIOD

“Days” means calendar days.

#### Article 31 – 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 23, Overtime, at Section 23.2, prior to the start of the shift.

#### Article 46 – VACATION

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

“Bid on” means request.

**ADDENDUM B**

**The Medical University of Ohio  
Classified/Unclassified  
Hourly Base Rates**