

AGREEMENT  
BETWEEN

OBERLIN COLLEGE

AND  
THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA,  
UAW AND ITS  
LOCAL 2192

October 1, 2020  
to  
September 30, 2023

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## CONTRACT

THIS CONTRACT made this 30th day of September, 2020, between OBERLIN COLLEGE, an Ohio corporation, not for profit, of Oberlin, Ohio (hereinafter called the "College") and THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW AND ITS LOCAL 2192, of Oberlin, Ohio (hereinafter called the "Union").

### WITNESSETH:

That the parties have agreed and do hereby agree as follows:

## ARTICLE I

### Recognition

**1.1:** The College hereby recognizes the Union as the sole collective bargaining agent for all service employees of the College. The term "service employees" is defined to mean all employees of the College who are in the regular employ of the College, excepting officers, supervisors and managers, administrative assistants, security personnel, students, those members of the building trades who carry and operate under active union cards, and non-classified employees.

The Union's address is:  
UAW Local 2192  
8497 Leavitt Rd.  
Suite 6  
Amherst, OH 44001

**1.2:** The terms of this contract are applicable only to service employees so defined.

**1.3: (a)** The College will supply the Union with a current listing of the names, addresses, job titles, classifications, social security numbers, and dates of hire of all classified employees covered by this Agreement within thirty (30) days of the execution of this Agreement. The College will supply the Union with a listing of classified and non-classified employees, the hours they are working, and the departments in which they are working on a quarterly basis or upon request by the chair of the Bargaining Committee.

**(b)** The Union will provide the College with a list of officers within ten (10) days of a Union election and will inform the College in writing of any change(s) in officers within ten (10) days of such change(s).

**(c)** The Union shall be represented by a Bargaining Committee consisting of the Chair of the local unit plus two (2) members who will be selected from the following areas: one (1) from Facilities Services; and one (1) from the Trades.

(d) The method of selecting this Committee shall be done through internal Union procedures.

(e) The Bargaining Committee shall function as the Grievance Committee and also as the Union's Negotiating Committee for the purpose of contract negotiations.

(f) The Committee members shall head the seniority list in the areas that they represent for the purposes of layoff and recall.

(g) The Committee Chairperson shall head the seniority list of the entire bargaining unit for the purposes of layoff and recall.

## **ARTICLE II**

### **Management Rights**

**2.1 :** All management rights and functions, except those which are clearly and expressly abridged by this agreement shall remain vested exclusively in the College.

**2.2 :** The College reserves the exclusive right subject to the other terms of this contract to manage and direct the workforce in accordance with its judgment and to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, demote, transfer, lay off and recall employees to work; to determine the starting and quitting time and the number of hours and shifts to be worked; to maintain the efficiency of employees; to close down its operations or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the use of equipment and other property of the College; to determine the assignment of work and the size and composition of the work force; to make or change and enforce reasonable rules established in consultation with the union, policies, and practices not in conflict with the provisions of this Agreement; to introduce new or improved maintenance and service methods, materials, machinery and equipment; to subcontract work; and otherwise generally manage its operations, direct the work force, and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement. The parties acknowledge that they have bargained in good faith over the decisions of management specified in this Article, but the UAW specifically reserves the right to bargain over the effects of these decisions.

## **ARTICLE III**

### **General**

#### **3.1 : Classified Employees**

a. The term "classified employee," when hereinafter used in this contract, shall be deemed to refer to and to rely only to service employees:

1. Who are in the classifications set forth in Exhibit A.

2. Whose normal work week is thirty (30) hours or more.
3. Who are employed regularly on a full-year basis.
4. All service employees other than classified employees are hereinafter referred to as non-classified employees.

### **3.2 : Length of Service**

- a) Length of service in the employ of the College shall be computed from the date an employee first began regularly scheduled work for the College and remains continuously employed thereafter. If an employee is re-hired who had previously been discharged for cause or had quit voluntarily, he or she shall not receive credit for length of service accrued prior to the re-hire date. An employee whose continuous service is interrupted by military service, other approved leave of absence or layoff due to reduction in force shall not lose credit for length of service previously accrued, provided he or she resumes work with the College within thirty (30) days after the expiration of the leave of absence or, in the case of an employee who had been laid off, within five (5) consecutive working days after work is offered to him or her by the College.
- b) In no case shall length of service accrue for an employee during layoffs of more than three (3) years. Employees on approved leave of absence for disability, sickness or maternity shall continue to accrue length of service credit. Employees on other leaves of absence shall not accrue length of service credit. Employees who are normally employed on a school-year schedule are not considered to have their continuous service interrupted by virtue of their not working during the summer months. Service shall not be considered interrupted for those months during which employees on less than twelve (12) month appointments are not scheduled to work.

### **3.3 : Probationary Period**

- a) Each newly classified service employee is considered to be probationary for the first ninety (90) calendar days of employment; continuation of employment during the probationary period shall be at the sole discretion of the College. The probationary period, once passed, shall be considered part of the employee's accrued seniority.
- b) Classified service employees shall accrue all benefits provided in this contract during the course of their probationary period in accordance with Article VIII and may use accrued sick leave in accordance with Section 8.1.

### **3.4 : Dues**

- a) All classified employees of the employer covered by this agreement as of the date of ratification of this agreement, who are members of the Union or who thereafter during the term of their employment become members of the Union, shall as a condition of employment, maintain their membership in the Union.

- b) Effective April 2, 1995, all classified employees of the employer covered by this agreement who are not members of the Union shall, as a condition of continued employment, pay an amount of dues representing a service charge equal to periodic dues paid by regular members. This amount shall not exceed an amount equal to the Union's regular dues.
- c) All classified employees shall, on the thirty-first (31st) day of their employment, become and remain members of the union as a condition of employment.
- d) The College agrees to deduct Union dues and fees and/or Agency Shop fees from all employees, providing each employee submits a written authorization for such deduction on the UAW Authorization form for such deductions. This form will be provided to the College by the UAW, to be presented to each employee.
- e) The College, for each classified employee, shall deduct from the first pay period of each month the dues or agency shop service charge payable by such employee for the current month, and promptly remit the same to the financial secretary of the Union.
- f) Any employee who works less than forty (40) hours per calendar month, due to Leave of Absence, illness, injury, or layoff, or is paid less than forty (40) hours total, including vacation or holiday pay, shall be exempt from paying dues.
- g) The Union shall notify the College thirty (30) days in advance of any proposed change in the amount of Union dues.
- h) The Union agrees to hold the College harmless from any and all liabilities arising from the authorization of and deduction of dues, fees and/or agency shop fees.

### **3.5 : Loss of Seniority**

An employee shall lose his or her seniority for the following reasons only:

- a) He or she quits, resigns, or retires.
- b) He or she is discharged for cause.
- c) He or she is absent for three (3) consecutive working days without notifying the College. In proper cases, exceptions to this may be made where satisfactory reasons are given.
- d) If the employee fails to return to work from layoff within five (5) consecutive working days after being notified to report for work by registered or certified mail to his or her last address as furnished to the College. In proper cases, exceptions may be made where satisfactory reasons are given. A copy of this notice to the employee will be given to the Union.
- e) If the combined elapsed time of any layoffs or sick leaves exceeds a continuous period equal to the seniority he or she had acquired at the time of his or her last day of work, or three (3) years, whichever is less.
- f) If the employee fails to report for work at the conclusion of an approved leave of absence.



In proper cases, exceptions to this may be made where satisfactory reasons are given.

### **3.6: Transfer Back to Bargaining Unit**

Any employee who has been promoted by the College from the bargaining unit to a job outside the bargaining unit shall not be permitted to transfer back to the bargaining unit, but must apply for any bargaining unit position as an external candidate.

### **3.7: Seniority**

- a) Definition: Seniority refers to the fact of being senior by reason of years of classified service with the College. Seniority ties shall be resolved by looking at the affected employees' Social Security numbers. The higher of the last four numbers shall be the most senior.

#### **3.7.5: Superseniority**

- a) Elected Union officials who perform daily functions on their job regarding the processing of grievances and contract administration shall be deemed to have superseniority for purposes of layoff and recall only.
- b) Committee persons shall hold superseniority over stewards in their respective areas of representation.

### **3.8: Supervision**

It is not the intent of the College that supervisory employees perform the work of hourly-rated employees covered by this Agreement. It is expected, however, that supervisory employees will occasionally perform such work when it is performed for the purposes of efficiency, training, instruction, experimental processes or during periods of bona fide emergencies. Supervisors may perform short-term student job duties if there is insufficient student staff.

### **3.9 Job Descriptions**

The College agrees to update the position descriptions for all UAW positions and then meet with the Union Chair and other union representatives as necessary to arrive at consensus on the final version prior to posting and implementation.

## **ARTICLE IV**

### **Salaries and Wages**

#### **4.1: Base Wage Rates**

- a) Exhibit A attached hereto sets forth the service employee base wage rates for all employees for the three years covered by this Agreement. The exhibit is intended to reflect an increase of zero percent (0.0%) effective the first payroll period following ratification; an increase of zero percent (0.0%) effective the payroll period in which October 1, 2021 falls; and an

increase of two percent (2.0%) effective the payroll period in which October 1, 2022 falls.

- b) A one-time, lump sum bonus of \$500 will be paid in the first payroll period following October 1, 2021.
- c) A one-time lump sum bonus of \$250 will be paid in the first payroll following October 1, 2022.

#### **4.2: Seniority Increases**

Employees shall receive seniority increases of \$.06 per hour for each of their first five years of service. This shall represent a cumulative increase of \$.30 per hour by the end of the 5th year of service. An additional seniority increase of \$.15 per hour shall be awarded at the end of the 10<sup>th</sup> and 15<sup>th</sup> year of service. At the end of the 20<sup>th</sup> year of service, employees shall receive a seniority increase of \$.30 per hour. At the end of the 25<sup>th</sup> year of service, employees shall receive a seniority increase of \$.60 per hour. Employees shall receive their seniority increases effective the first day of the pay period in which the anniversary date occurs, except for employees in four (4) year trainee positions who shall not receive seniority increases during the trainee program and whose seniority date shall be changed to their promotion date until they reach the longevity steps in the journey class. Employees in the Skilled Trades Program shall receive seniority increases as determined by their seniority date upon entry into the Skilled Trades classification. (See Exhibit B for explanation of seniority increase when changing pay grade.)

#### **4.3: Shift Differential**

- a) Employees are eligible for a shift differential premium of \$.60 per hour for all hours paid on second or third shift (i.e. shifts beginning between 1:30 p.m. and 3:00 a.m.).
- b) Employees who work regularly on a rotating shift assignment that includes the 8:00 a.m. to 4:00p.m. shift, the 4:00 p.m. to 12:00 midnight shift, and the 12:00 midnight to 8:00 a.m. shift shall qualify for shift differential premium pay of \$.80 per hour .
- c) It should be noted specifically that the foregoing shift differential shall not apply to work performed by an employee in addition to his or her normal day shift working days. No employee shall be eligible for more than one shift differential premium. A classified employee who is temporarily assigned for another employee shall be eligible for the shift differential that the regularly assigned employee may receive.

#### **4.4: Employee Pay Period**

Employees will be paid on a bi-weekly basis

All employees are required by the College to be paid utilizing direct deposit. Any errors in calculation of pay (regular or overtime pay) will be paid in the next scheduled paycheck unless found prior to 12:00 noon and reported to Payroll and verified by said time on the day of payroll.

Employees will access pay information using the web based portal provided by the College.

#### **4.5: Employee Fees**

The College will pay for all licensing and professional fees required by the College for any classified position.

## **ARTICLE V**

### **Overtime and Holidays**

#### **5.1 : Overtime**

**Overtime:** Overtime wages at one and one-half times the employee's regular hourly rate shall be paid for payroll hours paid excluding sick time, except for bona fide emergency (as determined by the College, e.g., car wreck), in excess of forty (40) hours per week. There will be no pyramiding of overtime.

##### **a) Skilled Trades**

In the event a need arises for the College to call out for a skilled trade person to come in to handle a problem the following rules shall apply. The first available overtime will be offered to employees in the same classification on the basis of College seniority and overtime equalization.

Each trade, on a rotating basis beginning with the lowest seniority person shall be on mandatory call for the week in case a call out is required. The person on call will be required to answer call out if no one in required trade volunteers to accept call out work. The supervisor will call thru the overtime list one time to find a volunteer for call out work. If no one excepts call out work, the employee on call will be required to come in. If an employee gets a volunteer to cover a day/s or week of their mandatory on call, it is that employee's responsibility to notify the supervisor in writing of who will be covering their specific day/s or week.

If an employee fails to come in for a call out for their scheduled week or day/s or week they volunteered to cover, said employee will be subject to progressive discipline.

Trade departments of less than 3 will not be subject to mandatory call out work.

##### **b) Non-skilled Trades**

In the event the College is unable to assign the available overtime to the employee who would normally complete the work, on the shift in question, for any reason, it is agreed between the UAW and the College that overtime opportunities for Service Transportation will be offered in the following order:

- 1) Service Pool
- 2) Head Trucker
- 3) Mail Carrier

- 4) Stockroom Attendant
- 5) Maintenance Repair Tech/Vehicle
- 6) Maintenance Tech
- 7) Trades Apprentice

Overtime hours for service pool work will only be charged to the above listed classifications when they are offered and choose to decline/accept to work the overtime. The first available overtime will be offered to employees in the same classification on the basis of College seniority and overtime equalization. Overtime opportunities will not be equalized between the service pool workers and the rest of the positions since they are in different classifications.

If an employee accepts an overtime offer and then calls off for the scheduled overtime, s/he will not be paid for that time. After three (3) instances of calling off or not completing a previously accepted overtime shift during a three month period, the employee will be taken off of the overtime call list for a period of six (6) months.

## **5.2 : Paid Holidays**

- a) The following holidays shall be regarded as paid holidays for classified employees: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and three (3) days during the winter shutdown as determined by mutual agreement between the Union and the Manager of Employee Relations. One additional paid holiday per year may be used as a floating holiday to be taken at a time that is convenient to both the employee and his or her department head. If the number of requests to have the day off exceeds the College's ability to grant such requests, those requests that can be granted will be granted on the basis of first asked, first granted.
- b) Classified employees shall receive holiday pay for such full holidays as described above. To be eligible for holiday pay, employees must work the last scheduled day prior to the holiday and the first scheduled day after the holiday, unless they are sick on one or both of those days and submit the appropriate medical documentation upon his or her return. In computing holiday pay, the employee's regularly scheduled day shall be utilized.
- c) In the event any holiday falls on Sunday, it will be observed on the following Monday; if the holiday falls on a Saturday, it will be observed on the preceding Friday. If a paid holiday falls during a period in which a classified employee is on vacation or on sick leave with appropriate medical documentation, he or she shall receive holiday pay for such holiday in lieu of vacation pay or sick leave pay for that day. In addition to any holiday pay to which they are entitled, classified employees who are required to work on any of the designated paid holidays shall be compensated for that time actually spent on duty at one and one-half (1 ½) times their regular hourly rate. (This equals 2.5 times the regular hourly rate.) Employees who are required to work on Easter Sunday shall be compensated for hours worked at one and one-half times their hourly rate.

## **5.3 : Winter Shutdown**

- a) The College shall observe a winter shutdown between December 24 and January 1. Most service employees normally will not be scheduled for work during this period.

- b) In no way will the employee be paid for more than their regular hours for shutdown/holiday pay unless the employee is called to work during said shutdown/holiday. Shutdown/holiday pay will be straight time and time worked during shutdown/holiday will be paid at one and one-half (1 ½) times their regular hourly rate.
- c) Any employee who is requested to work on a designated holiday as defined in Section 5.2(a) shall be paid in accordance with the provisions of Sections 5.2(b) and (c).

## **ARTICLE VI**

### **Work Schedules and Assignments**

#### **6.1 : Work Week**

The normal work week for service employees is forty (40) hours. The normal weekly schedule is five (5) days at eight (8) hours and may include weekends and/or 2<sup>nd</sup> and 3<sup>rd</sup> shifts. Other schedules may be arranged at the discretion of the College, including work weeks of less than forty (40) hours when mutually acceptable to the employee, the union, and the College or when justified by special conditions. Except for extraordinary situations, the College will provide notification of a change in work week one (1) week in advance of the change and in the case of the starting time at least by 12:00 noon preceding the day of the change.

#### **6.2 : Work Year**

Service employees are normally employed on a full-year basis of fifty-two (52) weeks.

#### **6.3 : Work Assignments**

Assignment of work to employees is the responsibility of the College. Such work assignments shall be made by the College on the basis of the employee's skills and experience consistent with the needs of the College.

#### **6.4 : Internal Bids and External Job Postings**

The College will make a determination within five (5) days whether to fill any new, vacant, or open position. The College will then present the Union leadership the posting for a three-day review. The College will have five (5) business days to post the opening after the review period expires. The parties may agree to extend the timeframes by mutual agreement.

- a) When there is a new, vacant or open position, the College will do an internal bidding process within the classification of the opening. These notices of bids will contain the available shift, location and any details of the assignment. These bids will be on the bulletin boards for seven working days, excluding Saturdays and Sundays. Employees within the classification wishing to bid on the opening will file their request in writing

with the appropriate manager. Awarding of the opening will be made based on seniority, attendance, skills, qualifications and ability to perform the job. Where attendance, skills, qualifications and ability to perform the job are equal, seniority within the classification will be utilized for purposes for selection. This cascading bidding process shall be followed until no qualified candidate in that classification accepts.

- b) After 6.5(a) has been completed, the Department of Human Resources will do an internal posting to the entire UAW bargaining unit. These bids will be on the bulletin boards for seven working days, excluding Saturdays and Sundays. The College shall make every effort to fill job openings by promotion from within. In those cases where internal candidates are deemed to possess the skills, qualifications and ability to perform the job, they shall be awarded the job. Where two candidates are deemed to be equal in term of skills, qualifications and ability, seniority shall prevail.
- c) Simultaneously with the internal posting, the Department of Human Resources may do an external posting to the outside community. These postings will be open for at least seven (7) working days, excluding Saturdays and Sundays.
- d) If the position is not filled with a UAW employee in accordance with the above, the Department of Human Resources will begin the process of considering external candidates.
- e) To assure that job opportunities are made known to current classified employees, the College shall, before filling any new or vacant regular bargaining unit position, provide electronic notice to the UAW Committee of that new or vacant position as well as post a written copy in glass enclosed bulletin boards located in the Service Building and Grounds Shop.

#### **6.5 : Transfers and Promotions**

- a) Seniority employee shall be required to submit to fit for duty testing for transfer or promotion opportunities. The Employer must determine within Forty-five (45) working days whether or not an employee who has been promoted or who has voluntarily transferred, exclusive of employees in trainee programs, is qualified to discharge the duties and responsibilities of the new position. Such determination shall rest exclusively with the Employer subject to the grievance and arbitration procedure and shall be made not later than the employee's Forty-fifth (45) working day, with written notice to the employee thereof. An employee determined to be unqualified shall resume his or her former position, or an equivalent position, at the previous rate of pay with no loss of work during the transfer period.
- b) An employee who has been promoted or who has voluntarily transferred, exclusive of employees in trainee programs, shall have the option during the first fifteen (15) working days in the new position to resume his or her former position, or an equivalent position, at the previous rate of pay, provided that written notice of intention to exercise this option

shall be given to the Employer no later than the fifteenth (15<sup>th</sup>) working day.

(c) Oberlin College shall provide monthly notice of its intent about the filling of vacant positions.

(d) When an employee accepts a position in another classification s/he will not be able to bid on another position until s/he has been working at the new position for at least one hundred twenty (120) days (four months).

The exercising of this right by said senior employee will not result in any other transfer by other bargaining unit employees.

### **6.6 : Call Out/Call Back Pay**

An employee called out or back to work shall be paid for a minimum of four (4) hours. All time worked over four (4) hours shall be paid on the basis of time worked. This provision shall not apply for time worked immediately before or for time worked following a scheduled shift (e.g., When an employee has clocked out for his or her shift and left the College premises, the call back language applies).

When called out, an employee will handle other emergencies related to his trade if s/he agrees that s/he has time to do so within the initial call until s/he punches out.

### **6.7 : Temporary Transfer**

An employee may not be temporarily transferred to a position outside of his or her classification for a period of longer than thirty (30) working days. An employee temporarily transferred to a position outside of his or her pay grade will be paid at the base rate of the higher classification or fifty (\$.50) whichever is greater. If the transfer is to a position in a lower pay grade in which case the employee shall continue to receive his or her existing rate.

### **6.8 : Computer Access**

The College will provide a new computer and printer for use in the Oberlin College space utilized as the UAW union office. This computer will allow for email and calendar access for College-related business for the UAW Bargaining Committee. Members of the UAW Bargaining Committee will be provided with a College email address upon request. The computer and printer will be maintained by the College in accordance with the College's Center for Information Technology policies and procedures.

## **ARTICLE VII**

### **Vacations**

#### **7.1 : Definition**



A week of vacation as used herein means time off from the employee's normal weekly work schedule.

## **7.2: Computation of Vacation**

Vacations shall be computed according to length of service as of June 30th of any year. Hours accrued shall be available for use on July 1 of each year. Vacation pay shall be computed on the basis of the employee's normally scheduled work week multiplied by the total hourly rate in effect at the time he or she takes vacation. For example, an employee who normally works forty (40) hours per week at an hourly rate of \$5.00 would be entitled to vacation pay of \$200.00 for each week of vacation for which he or she is eligible.

## **7.3: Vacation Accrual**

Classified service employees shall be eligible for paid vacations in accordance with the following schedule:

- a) First Year of Service: Classified employees with less than six months of continuous service as of June 30th of any year shall not be eligible for vacation during the following fiscal year.
- b) Classified employees who have less than one year, but more than six months, of continuous service as of June 30th of any year shall be eligible for one week of vacation during the following fiscal year.
- c) More than One but Five or Less Years: Classified employees who have more than one but five (5) or less years of continuous service as of June 30th of any year shall be eligible for two weeks of vacation during the following fiscal year.
- d) More than Five Years of Service: Classified employees who have more than five (5) years of continuous service as of June 30th of any year shall be eligible for four weeks of vacation during the following fiscal year.

## **7.4: Vacation Accrual During Leaves of Absence or Layoff**

Employees on approved leave of absence without pay or on layoff shall not accrue vacation during the period of leave or layoff.

## **7.5: Vacation Accrual During Disability Leave**

Employees on disability leave shall accrue vacation during the first thirty (30) days of leave, but shall not accrue vacation thereafter for the duration of the disability leave.

## **7.6. Vacation Scheduling**



- a) The normal vacation period is considered to be the summer months (i.e., June through August). In order to assure maintenance of service, the College reserves the right to allot the time of each employee's vacation. Subject to the College's being able to maintain minimum staffing requirements and for time periods other than those identified by the College, vacation shall be granted in accordance with the employees' preferences if requests are submitted at least thirty (30) days in advance. A classified employee may request in writing an exception to these provisions, but the College reserves the right to approve or disapprove such requests.
- b) Classified employees eligible for a vacation under this Article must take vacation at the time fixed by the College in order to be entitled to receive vacation pay. Classified employees who are employed on a school-year basis may take their vacations at any time during the year subject to the provisions of this Article. Vacation scheduling shall be on a first come, first served basis. Multiple requests on the same day will be resolved by seniority.
- c) Vacation time may not be taken in allotments of less than four (4) hours.
- d) A maximum of ten (10) days of vacation may be continued into the subsequent fiscal year. Any days carried over must be scheduled and used by August 31<sup>st</sup>. Such vacation carry over requests shall be submitted in writing by June 30<sup>th</sup> to the employee's department head for authorization by the Department of Human Resources. Any vacation leave in excess of ten (10) days may be converted to the employee's sick leave accrual upon written request to the Department of Human Resources by June 30<sup>th</sup>.
- e) Vacation requests should be submitted to the employee's Department Supervisor/ Manager as far in advance as possible -- 30 days in advance is optimal, but at least three (3) days advance notice is required for vacation requests of less than five (5) days. Vacation requests for one week or more should be submitted to the Department Supervisor/Manager as far in advance as possible. The College shall provide to employees written confirmation of approval of requested vacation dates. Vacation schedules may be subject to change by mutual consent of the College and the employee. Consent for requested changes shall not be withheld unreasonably.

### **7.7: Vacation Pay upon Termination or Death**

Termination of employment for any reason shall not result in forfeiture of vacation benefits theretofore accrued, and such vacation benefits, if not already paid, shall be paid with the final pay check. If a classified employee otherwise entitled to vacation benefits dies, his or her vacation benefits earned to the date of death shall be paid to his or her spouse, designated beneficiary, or estate.

## **ARTICLE VIII**

### **Sick Leave And Other Benefits**

### **8.1 : Sick Leave Accrual and Use**

- a) On July 1<sup>st</sup> of each year, each classified employee shall be eligible for thirteen (13) sick leave days per year. Hours shall be available for use on July 1 of each year. When an eligible employee is absent from his or her job because of illness or injury and makes application for sick leave by completing the request in TimeClock Plus, the employee shall receive sick pay at his or her regular hourly rate for the time lost, and such time shall be deducted from the balance in the employee's sick leave allotment. Sick leave may be used in increments of one half (1/2) hour.
- b) Employees are required to use TimeClock Plus as the method for requesting Sick or Vacation time.
- c) All employees shall be entitled to use sick leave allocated for the upcoming year on a prorated basis. New employees will accrue 1.083 days of sick leave for each month of employment from date of hire until the end of the fiscal year in the first year of employment. Unaccrued sick leave will not be paid out upon termination.
- d) Sick leave hours may be used in the event the College declares an emergency situation to exist. An emergency situation shall be deemed to exist where conditions (e.g., a blizzard, power failure, etc.) do not require closing the College, but may prevent the employee from reporting to work or may require the employee to leave before the end of his or her regular shift. The sick leave allotment minimum shall not apply in the case of College declared emergency situations.
- e) Up to three (3) working days may be taken as personal leave each year from the employee's sick leave bank, provided that appropriate arrangements are made in advance with the employee's supervisor.
- f) When an employee is unable to report for work due to illness, he or she must call his or her supervisor at least one (1) hour before his/her shift begins.
- g) In the event an employee is sent home after reporting to work due to illness, such employee may use sick leave time if available, and shall not be subject to the discipline procedure for absenteeism.

### **8.2 : Accumulation of Sick Leave**

Sick leave hours accrued for the benefit of a classified employee is accumulative and may be carried over from one year to the next. In the event of the death of the employee, the balance remaining in his or her sick leave accrual shall be paid to his or her spouse, designated beneficiary, or estate.

Sick leave may be accumulated from one year to another, up to a maximum of eight hundred (800) working hours. Banked sick leave may be used for sickness and not for vacation or non-emergency personal leave. At retirement, however, payment will be made for a maximum of eight

hundred (800) hours.

### **8.3 : Sick Leave Conversion**

- a) Employees may convert a portion of unused sick leave accrued in each fiscal year into their retirement annuity accounts in accordance with the following provisions:
- 1) Employees must maintain a sick leave accrual of twenty (20) days at the end of the fiscal year in question.
  - 2) Provided the sick leave accrual does not fall below the above twenty (20) days at the end of the fiscal year in question, up to ten (10) days per year may be so converted.
  - 3) Conversion must be into the regular retirement annuity accounts to which the College makes retirement contributions. Employees must meet minimum requirements for such accounts in accordance with Section 8.10(a).
  - 4) Requests for conversions must be made in writing to the Payroll Department within sixty (60) days after the close of the fiscal year, using Schedule B attached to this contract.

### **8.4 : Sick Leave Fund Payout at Retirement or Termination**

Employees who retire at age 62 or older shall be paid for one hundred percent (100%) of their sick leave accrual. Employees with twenty (20) or more years of service shall be paid for seventy-five percent (75%) of their sick leave accrual upon termination of employment for any reason other than death or retirement. Employees with ten (10) or more, but less than twenty (20), years of service shall be paid for fifty percent (50%) of their sick leave accrual upon termination of employment for any reason other than death or retirement. Employees with less than ten (10) years of service shall not be eligible for payment of any accumulated sick leave upon termination of employment for any reason other than death or retirement.

### **8.5 : Bereavement**

If a death occurs in the family of a classified employee, he or she shall be eligible for leave with pay for up to three (3) consecutive working days, which shall be extended to allow two (2) additional days off without pay in cases where the death or funeral occurs outside of the State of Ohio.

Members of the family shall include the employee's spouse/same-sex domestic partner, parents, grandparents, children, grandchildren, brothers and sisters and sisters and brothers-in-law, half- and step-brothers and sisters, as well as the parents or children of the employee's spouse/partner.

Employees must present documentation in order to be paid.

### **8.6 : Jury and Witness Service**

An employee who loses time from his or her assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his or her hourly rate plus shift or special schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the College a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees he or she was eligible to receive for each day.

### **8.7 : Annual Military Duty**

- a) An employee who is a member of the Armed Forces Reserve or National Guard and who loses time from his or her assigned schedule of work to participate in annual military training, or for service required as a result of civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) working days in any one calendar year. Such an employee shall be paid for the time lost at his or her hourly rate plus shift or special schedule premium, if applicable. Armed Forces Reserve or National Guard base pay shall be offset against such pay. Except as otherwise provided in this agreement, such service shall be considered time worked. The employee shall furnish the College with written evidence of service and the amount of base pay he or she was eligible to receive.
- b) Any employee who has completed the probationary period and is drafted into the Armed Forces or recalled to active duty during a time of war declared by Congress shall, upon request, be reinstated into the same or a comparable position within thirty (30) days after completion of wartime military duties. Seniority for purposes of wages, vacation accrual rate, and layoff shall be accrued during such period of active duty.

### **8.8 : Hospitalization Insurance**

During the term of this Agreement, the College's Group Health Insurance Program, as designated by the College, shall be available to eligible employees on terms that are available to other employee groups at the College. Any change in benefits, coverage or network providers, during the life of this Agreement shall only be made after discussion between the parties. It is the intent of the parties to protect and maintain the level of benefits. Fair consideration shall be given to measures that will assist with cost containment. The College plan will include major medical coverage with a designated prescription plan.

During the life of the agreement, and subject to the preceding paragraph, it is the intent of the College to offer a CDHP on the following basis:

Consumer Driven (High Deductible) Health Plan (CDHP) Rates:

The premium contributions, medical coinsurance, co-payments, annual deductibles, annual out-of-pocket maximums, and Health Savings Account employer funding for the Oberlin College Consumer Driven Health Plan (CDHP) shall be as follows:

Single: 1.75% of monthly gross

Employee+ spouse/DP: 3.50% of monthly gross  
Employee+ child(ren): 3.50%% of monthly gross  
Family: 4.50% of monthly gross

Medical Coinsurance:

In-network: 80% plan/20% employee  
Out-of-network: 60% plan/40% employee

Preventive Care Coinsurance:

In-network: 100% plan/0% employee Out-of-network: Not covered

Annual Deductibles:

In-network: \$2,000 single/\$3,000  
Employee + spouse/DP or employee + child(ren)/\$4,000 family  
Out-of-network: \$4,000 single/\$6,000  
Employee + spouse/DP or employee + child(ren)/\$8,000 family

Annual Out-of-pocket Max:

In-network: \$4,000 single/\$6,000  
Employee + spouse/DP or employee + child(ren)/\$8,000 family  
Out-of-network: \$8,000 single/\$12,000  
Employee + spouse/DP or employee + child(ren)/\$16,000 family

Health Savings Account Employer Annual Funding:

Single: \$1,000  
Employee+ spouse/DP: \$1,500  
Employee+ child(ren): \$1,500  
Family: \$2,000

The (CDHP) prescription drugs coinsurance rates:

The tiered drug benefit, for 30 - day supply and 90-day supply of maintenance drug(s):

Retail (up to 30 days supply):

- Preventive Maintenance Generics: 100% plan/0% employee
- Generics: 80% plan/20% employee after deductible
- Preferred brand drugs: 80% plan/20% employee after deductible
- Non-preferred brand drugs: 80% plan/20% employee after deductible

90 Days Supply (Mail order and/or Retail 90)

- Preventive Maintenance Generics: 100% plan/0% employee
- Generics: 80% plan/20% employee after deductible
- Preferred brand drugs: 80% plan/20% employee after deductible
- Non-preferred brand drugs: 80% plan/20% employee after deductible

Definition of generic preventive, generic, preferred brand and non-preferred brand are designated by the current Pharmacy Benefits Manager.

**8.9 : Group Life and Accident Program**

- a) Classified employees shall be entitled to participate in the Oberlin College Group Accident and Life Insurance Program in accordance with the rules and regulations and subject to the terms and conditions of said programs subject, however, to such amendments of general applicability, terms and conditions as may from time to time be adopted by the College.
- b) The College shall provide a fully paid life insurance benefit equal to one (1) times an employee’s annual salary. In addition, optional coverage shall be available, paid for by the employee, in increments of \$10,000 up to five (5) times the employee’s annual salary with a limit of \$500,000.
- c) Upon retirement of any service employee, the College shall provide for said employee a minimum paid up life insurance policy in the amount of \$ 5000, at the expense of the College.

**8.10 : Retirement Program**

- a) Classified employees shall be entitled to participate in the Oberlin College TIAA-CREF Retirement Program in accordance with the rules and regulations and subject to the terms and conditions of said program subject, however, to such amendments of general applicability, terms and conditions as may from time to time be adopted by the College. The employee may make supplementary contributions to the annuity on a voluntary basis. Subject to applicable laws and regulations, such supplementary contributions by an employee shall be treated as deferred income for tax purposes and shall not be reported as part of the employee's gross salary.
- b) In addition to the above, classified service employees who make contributions to the retirement annuity in accordance with the schedule that follows shall be entitled to a matching contribution by the College. The College will match employees' contributions up to the percentages specified for the age groups listed below. Such contribution will be calculated and paid monthly based on the employee's regular salary excluding overtime.

Employee Age		Employee Contribution	Employer Matching Contribution
Age 26-44	+1 year of service	0.0%	0.0%
Age 45-54	+1 year of service	0.0%	0.0%
Age 55+	and 20+ years of service	0.0%	0.0%

Service Employees are eligible to participate in the Oberlin College Early Retirement Health Benefit Plan (RAMP) and can be insured under the Oberlin College Preferred Health Plan subject to the

provisions of the Plan. To be eligible, employees must have reached the age of 52 and have accrued a minimum of 10 years continuous service to the College. All employees participating under this program will be insured under the corresponding plan available at the time of retirement.

If during the term of the agreement, the College elects to provide an employer contribution to the retirement program for faculty or A&PS employees, the Union can petition for a re-opener to negotiate reinstatement of retirement contributions for UAW bargaining unit members.

### **8.11 : Disability Plan**

Classified service employees who are absent from work because of a prolonged illness or injury are eligible for wage continuation benefits as follows:

- a) **Short-Term Disability (180 days):** After an employee's paid sick(current/bank)/personal leave benefits are exhausted, continuation of the employee's salary or wages during periods of disability shall be as follows: After ten (10) consecutive working days of absence, an employee who is under the care of a physician and has been certified by the physician as being unable to perform his or her normal duties shall be paid a wage continuation benefit equal to sixty percent (60%) of normal gross wages exclusive of overtime and shift differential premium. STD begins at the start of the disability even if using benefit time. The 180 day period is calendar days.

Employees may use unused vacation to supplement the wage continuation benefit if they so request in writing. In no event, however, shall the combination of regular sick leave payments and the wage continuation benefit exceed one hundred percent (100%) of normal gross wages.

In no event will an employee be eligible for more than six (6) months of paid disability in any one (1) rolling 12-month period. The paid disability can be up to six (6) months after medical justification. The College has the right to request a 2nd medical opinion, at its cost, to justify disability. The College will have the right to modify the employee's job to accommodate restrictions if it sees fit.

- b) **Disability Beyond Six Months (Long-term):** If an employee continues to remain disabled after twenty-six (26) weeks and provides medical certification of disability, and is approved by the insurance carrier, a fully paid insurance plan will provide a monthly income of sixty percent (60%) of his or her base monthly salary, prorated for employees who normally worked less than full-time or were on less than 12 month appointments. Insured benefit payments will begin after twenty-six (26) weeks of disability and continue for as long as the employee remains disabled and approved by the insurance carrier as defined in the insurance plan.

Any employee not having worked their full schedule for one year will be considered to have voluntarily relinquished their position and their position will be backfilled. If the medically displaced employee were to be certified able to return to work he/she may apply for an open and vacant position within their union for which they are qualified. Otherwise the displaced employee



will follow Article XIII of the CBA.

### **8.12 : Leave of Absence Policy**

- a) An employee, upon written request, may be granted a leave of absence by the Department of Human Resources for legitimate personal reasons. Such leave of absence shall be without pay and shall normally be granted for a period of up to one (1) year. Requests for an extension of a leave of absence shall be filed with the Department of Human Resources in writing no later than thirty (30) days prior to the end of the original leave, unless otherwise agreed upon by the Department of Human Resources. Requests for leaves of absence or extensions thereof shall be submitted through the employee's department head who shall forward same to the Department of Human Resources.
- b) Employees with one (1) or more years of seniority shall be eligible for a leave of absence of up to one (1) year. An employee on an approved leave of absence shall be entitled to resume at the end of the leave either his or her former position or, at the discretion of the College, an equivalent position. Reasonable notification shall be required from the employee requesting such leave, along with a specific date for return from such leave. At the option of the College, an employee may return from such leave prior to the specifically expressed date.
- c) An employee on a leave of absence without pay may, upon request, continue participating in the employee benefit programs described in Article 8, provided that the period of absence does not exceed one (1) year and also that the above provision meets with the requirements of ERISA. The employee shall pay the full cost of such benefits. All payments are due in advance or by the first of each month at the prevailing group rate.
- d) Employees with one (1) or more years of service may be granted a leave of absence by the Department of Human Resources, upon written request, for legitimate personal reasons corresponding to those outlined by the Family Medical Leave Act.

### **8.13 : Maternity and Paternity Leave Policy**

**8.13 (1):** An employee shall be granted, upon request, a leave of absence on account of pregnancy, subject to the following conditions:

- a) When the fact of pregnancy has been established, the employee shall provide her department head with a statement from her physician setting forth the expected date of birth, his or her opinion of whether she can continue to work and, if so, how long she may continue to work. In addition, the employee shall make a written request through her department head to the Department of Human Resources for maternity leave, stating the amount of time desired and the expected dates of the leave. This request shall be made as early as possible so that necessary arrangements for temporary replacement or reassignment of duties can be made.
- b) The employee shall be permitted to continue to work for so long as her physician certifies in writing that the employee can perform the duties of her job. Upon the birth of



the child or placement of a legally adopted child, the employee may take two (2) months paid maternity leave.

- c) Two (2) additional months may be taken without pay. Health benefits will be continued for the first of these two (2) months. The second month's unpaid leave will be subject to the usual arrangements for continuation of benefits.
- d) If additional leave of absence without pay is granted, in no event shall the duration of the employee's total maternity leave exceed twelve (12) months. The employee shall be entitled to participate in all benefit programs under the conditions set forth in Section 8.12(c).
- e) If there are pregnancy or birth complications requiring more than two (2) month's maternity leave with pay, the employee should obtain an Oberlin College physician's statement form and apply for medical disability benefits as set forth in Sections 8.1 and 8.11.
- f) No loss of seniority or any penalty shall be imposed upon an employee for maternity leave of up to twelve (12) months.

**8.13 (2):** Upon written request and proof of paternity, the employee shall be permitted to take up to two (2) months with pay immediately after the birth of his child or placement of his legally adopted child, within six (6) months of such event.

- a) If additional leave of absence without pay is granted, in no event shall the duration of the employee's total paternity leave exceed twelve (12) months. The employee shall be entitled to participate in all benefit programs under the conditions set forth in Section 8.12 (c).

#### **8.14: Tuition Scholarship Plan for Children**

The children of full-time classified Service Employees will be eligible for 20% of Oberlin College's tuition after five (5) years of service, and 50% of Oberlin College's tuition after ten (10) years of service. The terms and conditions of the Tuition Scholarship Plan for Children of Service Employees as attached in Exhibit D remain in effect.

#### **8.15 Spousal Tuition**

Spouses/same-sex domestic partners of classified employees covered by this agreement are eligible to take one course at Oberlin College per semester. Private reading and Conservatory applied studies courses are excluded. A spouse/partner may not prevent a student or an active employee from taking a class.

#### **8.16: Family and Medical Leave Act**

The College and the Union will comply with the provisions of the Family and Medical Leave Act of 1993. The leave year for FMLA purposes will be the fiscal year, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.

### **8.17: Short-Term Union Leave**

Up to three (3) members of the bargaining committee shall be granted unpaid union leave of up to thirty (30) calendar days per contract year provided at least ten (10) working days of advance notice is given. The College recognizes that emergency situations may occur when the ten (10) working day notice cannot be given. In that event, the union leave shall not be arbitrarily denied.

### **8.18: Long-Term Union Leave**

One member of the bargaining unit or the Union President (when an employee of the College) shall be granted up to one (1) year of unpaid leave per contract year. By mutual agreement, additional unpaid leave may be granted. The College shall not unreasonably withhold consent for requested additional leave. The College will be given at least thirty (30) days of advance notice. Further, the College will give due consideration to requests to have more than one member of the Bargaining Unit take long-term union leave.

### **8.19: Benefit Changes**

Changes in benefits listed in this contract will be discussed with the Bargaining Committee before changes are implemented.

### **8.20: Training**

- (a)** The College will provide a training fund to facilitate opportunities for job-related training for bargaining unit members, as set forth by the committee in the training guidelines. Eight Thousand Dollars (\$8,000.00) will be made available on July 1<sup>st</sup> of each fiscal year. Unused funds will roll over to the next year. The training committee shall be comprised of two members from UAW and two representatives from Human Resources/Finance. Decisions will be made by consensus and the guidelines will be reviewed on an annual basis. Such funding may be provided for credit earned in a degree program, so long as it is directly related to job duties performed within the bargaining unit, as determined by the training committee.
- (b):** Within 60 days, the parties will meet to discuss the safety and health training needs for the employees in the bargaining unit and make any recommendations for additional safety and health training to the College. Additionally, the College and UAW agree to meet to review safety and health issues as additional issues are identified.

### **8.21: Catastrophic Leave Program**

**Purpose:** The purpose of a catastrophic leave policy (CLP) is to aid Oberlin College UAW employees with family members (as defined in this policy), who are experiencing serious or catastrophic illnesses and have exhausted all paid leave (vacation, current sick days and sick bank). The policy allows employees to donate vacation to other employees who meet the eligibility requirements. Donations under this policy are not tax deductible.

**Eligibility:**

The identity of the donors and recipients will be kept confidential except as required to administer the policy and for any required legal action; unless either indicates that the information can be released.

Applicants who wish to receive donated leave must meet the following eligibility requirements:

- Must be employed in a position covered by the collective bargaining agreement between UAW, Local 2192 and Oberlin College, and
- Must have completed one (1) year of continuous employment at Oberlin College, and
- Must have exhausted all leave time (vacation, current sick days, sick bank) and meet all conditions of the catastrophic leave policy, and
- Must have a family member, suffering from a catastrophic illness or injury which necessitates the employee's prolonged absence from work for which the employee has no available paid leave left, and
- Must have requested leave of absence without pay from Manager of Employee Relations, with requestor informing the Manager of Employee Relations of CLP request in process, and
- Must coordinate leave with his/her supervisor, and
- Employee must present to the Human Resources Department the FMLA Family Health Certification form.

Employees who wish to donate vacation time must meet the following eligibility requirements:

- 1) Must be employed in a position covered by the collective bargaining agreement UAW, Local 2192 and Oberlin College, and
- 2) Must have completed one (1) year of continuous employment at Oberlin College and,
- 3) Must be in a position that accrues vacation and have more than five full days of vacation remaining at the time of donation.

**Procedures:**

Applicants must submit the FMLA Family Health Certification form to the Department of Human Resources. This form is available at HR and on the HR website.

Applicants must request leave of absence without pay from the Manager of Employee Relations.

The Recipient Request Form is available on the HR website. Once completed, the request form should be submitted to HR.

HR will notify the UAW Officers that catastrophic leave has been requested and approved.

Donors must complete and submit a Catastrophic Leave Donation form to HR. If known, donors must indicate the name of the recipient to whom they wish to donate vacation.

Donations must be in increments of no less than one full paid day, based on the regularly scheduled hours of the employee making the donation and no more than one week of regularly scheduled hours can benefit any one individual co-worker.

Payroll will administer the donated time and credit the recipient based on the current payroll schedule. Employees should see the donation/reduction on their next monthly paystub depending on when the donated hours are transferred to the recipient.

Recipients may not receive hours that would cause pay to exceed their regular monthly salary. Any excess leave donations will be returned to the most recent donor(s).

To recognize differences in pay rates and hours per day between the donating employee and the recipient, donating employees' vacation balances will be reduced in full pay-day increments. Employees receiving leave time will receive hours (and thus be paid for otherwise unpaid time) based on the recipient's actual hourly rate, which rate may be more or less than donating employees' hourly rate(s).

Definitions:

Catastrophic illness or injury:

A catastrophic illness or injury is a serious, debilitating illness or injury that incapacitates an employee's family member. Those conditions are identified as those contained in the Family and Medical Leave Act of 1993.

Family Member:

The employee can ask to use FMLA to care for a family member for physical/mental health care. A spouse means a husband or wife, or a domestic partner with whom the employee has executed a domestic partnership agreement. A parent is either the biological parent or the person who acted as the parent when the employee was a child. A son or daughter is either biological, adopted, under foster care, a stepchild, a legal ward, or any child for whom the employee has assumed parental responsibility. The child must be either under the age of 18 or is 18 or older and incapable of self-care because of a mental or physical disability.

Recipient:

UAW employee who has exhausted all leave time and meets all the eligibility requirements of the catastrophic leave policy.

Donor:

UAW employee with more than five full days of vacation remaining in their bank at the time of donation.

## **ARTICLE IX**

### **Grievance Procedures**

#### **9.1 : Grievance Committee**

For the presentation and discussion of all grievances, complaints, and disputes, the Union shall be represented by a Grievance Committee of not more than four (4) members selected in such a manner as the Union shall determine.

## **9.2: Procedures**

In the interest of promoting and maintaining harmonious relations, it is agreed that any grievance, complaint, or dispute that may arise may be filed in accordance with the following procedures:

- a) Step 1: The aggrieved employee shall make his or her complaint verbally to his or her immediate supervisor, and a sincere effort shall be made to resolve the complaint. In the event no settlement is reached between the aggrieved employee and his or her immediate supervisor within five working days, then proceed with Step 2.
- b) Step 2: The Union shall have ten (10) working days in which to reduce the grievance to writing and file one copy with the department head and one copy to the Department of Human Resources.

The grievance shall contain the following:

- 1) The grievant's name, job title, and department.
- 2) The names of the grievant's supervisor and department head (if different from the supervisor).
- 3) The date of the incident giving rise to the grievance.
- 4) The facts constituting the basis of the grievance.
- 5) The relief sought by the grievant specifying the specific relief sought by the grievant.
- 6) The section of the contract which has been violated.

Following a meeting with the Area Committee person, steward, and department head, who may include the supervisor, if necessary, the department head shall have five (5) working days to provide a written response to the chair of the Grievance Committee.

- c) Step 3: If the department head's response is unacceptable to the Union, then within ten (10) working days, the grievance must be filed with the Department of Human Resources. The Department of Human Resources and the International Representative shall arrange a meeting with the local Union Grievance Committee to discuss the grievance. By mutual agreement, certain grievances such as discharge and/or grievances of a general nature not involving a supervisor may be brought directly to the Department of Human Resources by the grievance committee at Step III without resort to Steps I and II. After this meeting, the Department of Human Resources shall have ten (10) working days in which to notify the Grievance Committee in writing of his/her decision.

- d) Step 3.5: Within seven (7) days of receiving an answer from Human Resources for a step 3 grievance, either party may request an additional meeting to resolve the grievance before moving the grievance to step 4. Neither party is required to accept step 3.5 meeting. If either party refuses step 3.5, the 30-day timeframe to move grievance to step 4 shall begin from date of meeting denial.
- e) Step 4: If the answer of the Department of Human Resources is not acceptable to the Union, the grievance may be submitted to final and binding arbitration. Any grievance submitted for arbitration must be submitted within thirty (30) working days following the receipt of the Department of Human Resources' answer. Failure to give such notice within the thirty (30) day period, unless an extension is mutually agreed upon, shall result in the grievance being resolved on the basis of the Department of Human Resources' answer and shall no longer be arbitrable.

Following timely notification of intent to arbitrate, the parties shall jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. After receiving such list, the designated representative of the parties shall within ten (10) working days proceed to select an arbitrator by using the strike off method. If either party finds all of the arbitrators unacceptable, then a second list shall be requested, and the process shall continue. The cost of the second panel shall be borne by the requesting party. Only one additional panel may be requested by each party.

The arbitrator shall have no power or authority, under any circumstances, to change, alter, amend, or add to the agreement, and his or her decision shall be rendered on the specific grievance involved and shall be final and binding upon both parties and all employees covered by this agreement.

- f) Any references concerning ten (10) day working periods shall be exclusive of weekends and holidays.
- g) Any of the time limitations specified in this section may be extended by mutual agreement between the Department of Human Resources and the Grievance Committee.
- h) The UAW Regional Director or his/her designated representative shall be granted access to the College during regular work hours for review and investigation of grievances which arise under the terms of the Agreement, provided the Human Resources Office is given at least 24 hours' notice whenever possible, of the intended visit.

### **9.3 : Timeliness**

There shall be no obligation or responsibility on the part of the College to consider or process any grievance of an individual service employee or group of service employees unless the grievance is reduced to writing and filed with the department head within ten (10) working days after the cause for grievance arose.

#### **9.4 : Non-Discrimination**

The College agrees not to discriminate in favor of or against a service employee because of his or her acting as a member of the Grievance Committee of the Association or because of his or her proper activities as a member of the Union.

#### **9.5: Arbitrator's Fees**

The arbitrator's fees and expenses shall be shared equally by both parties to the arbitration.

### **ARTICLE X**

#### **Non-Classified Employees**

##### **10.1 : Wages and Work Schedule**

Non-classified employees shall be paid at no more than the base rate in their respective classifications. The normal work schedule for non-classified employees shall be the same as for classified employees in comparable classifications.

##### **10.2 : Definition**

Non-classified employees include employees who are hired on a temporary basis to replace regular full- or part-time classified employees on authorized leave of absence. Non-classified employees also include those employees who are hired for short-term assignments.

##### **10.3 : Length of Service Benefits**

Non-classified employees shall not be entitled to paid holidays, automatic seniority wage increases, vacation, sick leave or other benefits provided by this contract for classified employees. Length of service for determining benefits and seniority adjustments shall be computed only from the date on which the employee is accorded classified status.

##### **10.4 : Temporary Employees**

Temporary employees who are employed and paid by the College who perform classified work and work forty (40) hours or more in two pay periods shall be assessed a service fee equal to 1.15% of two (2) hours pay. When a temporary employee is hired by the College, such employee shall execute a payroll deduction form authorizing the College to withhold and remit such service fee to the Union directly. The Union will hold the College harmless from any and all liabilities missing from the authorization of such deductions of such service fee.

### **ARTICLE XI**



## **Non-Discrimination**

**11.1** Both the Union and Oberlin College are committed to creating an environment free from unlawful discrimination and harassment and complies with all applicable federal, state, and local laws regarding nondiscrimination. Both the Union and Oberlin College support equal opportunity for all persons and prohibit discrimination or harassment on the basis of race, color, sex, religion, national origin, disability, age, genetic information, military or veteran status, ancestry, marital status, sexual orientation, gender identity, gender expression in employment, educational programs and activities, and admissions. Preventing discrimination and harassment and creating an inclusive and equitable living, learning, and working environment is a responsibility of all members of the Oberlin College community. Inquiries or complaints may be addressed to the Director of the Office of Equity, Diversity and Inclusion and Title IX/Section 504/ADA Coordinator:

Rebecca Mosely, PhD  
Carnegie 204  
52 West Lorain Street,  
Oberlin, OH 44074  
440-775-8555  
edi@oberlin.edu

Members of the Union are governed by College policies and procedures that prohibit unlawful discrimination, harassment, or retaliation including, but not limited to the Title IX Sexual Harassment Policy, the Nondiscrimination and Anti-Harassment Policy, the Prohibited Relationships Policy, Statement Prohibiting Disability Discrimination, and any other policy that may be adopted to prevent discriminatory, harassing, or retaliatory conduct.

## **ARTICLE XII**

### **No Work Stoppage**

**12.1** The Union shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any service employee instigate or participate directly or indirectly in any strike, slowdown, walkout, work stoppage, or interference of any kind at any operation or operations of the

College for the duration of this Agreement. Violations shall be proper cause for discharge or other disciplinary action. The College shall not lock out any service employees for the duration of this Agreement.

## **ARTICLE XIII**

### **Layoffs**

**13.1** All layoffs shall be determined by the College and shall be based on departmental seniority, classification, and ability to perform the required service. Recalls shall be determined in the same way.



The Employer shall attempt to place a displaced employee using the following outline:

- a) Seek voluntary layoffs\* within the classification designated by the Employer;
- b) Available vacant position for which s/he possesses the minimum skills, qualifications, and ability to perform the job as found in the posting, and provided s/he has greater seniority than any other internal candidate;
- c) Employees who are to be laid off may revert to previously held classification(s) (from the recently held to the least recently held) based on the laid off employee's possession of the minimum skills, qualifications, and ability to perform the job as found in the latest posting of the position in the reverted classification; or
- d) The laid off employee may opt to take the position of the last UAW employee hired, provided he or she possesses the minimum skills, qualifications, and ability to perform the job as found in the latest posting. If the laid off employee does not possess the minimum skills, qualifications, and ability for the position of the last hired UAW employee, then the position of the next most recently hired UAW employee is to be considered, sequentially.

\*A voluntary layoff occurs when the most senior employee(s), in sequence, are given the option to take layoff.

Inverse layoff is a temporary layoff with an established recall date.

## **ARTICLE XIV**

### **Miscellaneous**

#### **14.1 : Americans with Disabilities Act**

The College and the Union will comply with the obligations of the Americans with Disabilities Act, including making and permitting reasonable accommodations if requested and if such accommodations would not constitute an undue hardship for the College or otherwise be excepted by the provisions of the Americans with Disabilities Act.

#### **14.2 : Accommodations**

The College agrees that before it puts a reasonable accommodation into effect for an employee in the bargaining unit or refuses a request for an accommodation by an employee, it will advise the Union of the requested accommodation.

**ARTICLE XV**

**Continuation**

This contract shall be effective as of September 30, 2020 and shall be binding upon the parties hereto until September 30, 2023 and shall be automatically renewed for successive periods of one (1) year each (September 30 to September 30) unless written notice of a contrary intention is served by either party on the other at least sixty (60) days before September 30, 2023 or any anniversary date thereafter. Any such notice shall specify the desired changes, additions and modifications. Negotiations shall be started within fifteen (15) days after any such written notice has been received, or at such other date as mutually agreed by both parties.

Executed this the 30th day of September 2020.

**THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW AND  
ITS LOCAL 2192**

**OBERLIN COLLEGE**

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Chris Freeman  
International Representative

Michael J. Frantz  
Attorney for the  
College

## EXHIBIT A

PAY GRADE 1	PAY GRADE 2	PAY GRADE 3	PAY GRADE 4	PAY GRADE 5	PAY GRADE 6	PAY GRADE 7	PAY GRADE 8	PAY GRADE 9
	Grnds Wrkr I				Grnds Spec.	Water Treatment Tech.		Electrician
Ath. Equip. Attend. I				Trades Trainee I	Trades Trainee II	Painter	Vehicle/Equip Mtc/Repair Tech	Plumber
				Stockroom Attendant II		Maint. Tech.	Trades Trainee IV	CHP Engineer
	Grnds wrkr II					Store keeper II		HVACR Tech.
	Service/ Trans. Pool	Head Trucker				Trades Trainee III		
	Storekeepe r1	Grndswrkr III						
	Mail Clrk/ Carrier							
	Ath Equip Attend II							
	Stock Transporter							

**UAW Pay Chart Effective October 1, 2020**

**Through**

**September 30, 2022**

**0.00%**

Grade	Years of Service									
	BASE	1	2	3	4	5	10	15	20	25
1	19.35	19.35	19.35	19.35	19.35	19.35	19.35	19.35	19.35	19.35
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	19.35	19.41	19.47	19.53	19.59	19.65	19.80	19.95	20.25	20.85
2	20.04	20.04	20.04	20.04	20.04	20.04	20.04	20.04	20.04	20.04
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	20.04	20.10	20.16	20.22	20.28	20.34	20.49	20.64	20.94	21.54
3	20.94	20.94	20.94	20.94	20.94	20.94	20.94	20.94	20.94	20.94
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	20.94	21.00	21.06	21.12	21.18	21.24	21.39	21.54	21.84	22.44
4	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	22.20	22.26	22.32	22.38	22.44	22.50	22.65	22.80	23.10	23.70
5	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50	23.50
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	23.50	23.56	23.62	23.68	23.74	23.80	23.95	24.10	24.40	25.00
6	25.07	25.07	25.07	25.07	25.07	25.07	25.07	25.07	25.07	25.07
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	25.07	25.13	25.19	25.25	25.31	25.37	25.52	25.67	25.97	26.57
7	26.62	26.62	26.62	26.62	26.62	26.62	26.62	26.62	26.62	26.62
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	26.62	26.68	26.74	26.80	26.86	26.92	27.07	27.22	27.52	28.12
8	28.53	28.53	28.53	28.53	28.53	28.53	28.53	28.53	28.53	28.53
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	28.53	28.59	28.65	28.71	28.77	28.83	28.98	29.13	29.43	30.03
9	30.48	30.48	30.48	30.48	30.48	30.48	30.48	30.48	30.48	30.48
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	30.48	30.54	30.60	30.66	30.72	30.78	30.93	31.08	31.38	31.98

**Note:**

"Add for Years of Service" was calculated using the following increments by years of service.

Years of Service									
BASE	1	2	3	4	5	10	15	20	25
0.00	0.06	0.06	0.06	0.06	0.06	0.15	0.15	0.30	0.60

**UAW Pay Chart Effective October 1, 2022**

Through

**September 30, 2023**

**2.00% Increase**

Grade	Years of Service									
	BASE	1	2	3	4	5	10	15	20	25
1	19.74	19.74	19.74	19.74	19.74	19.74	19.74	19.74	19.74	19.74
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	19.74	19.80	19.86	19.92	19.98	20.04	20.19	20.34	20.64	21.24
2	20.44	20.44	20.44	20.44	20.44	20.44	20.44	20.44	20.44	20.44
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	20.44	20.50	20.56	20.62	20.68	20.74	20.89	21.04	21.34	21.94
3	21.36	21.36	21.36	21.36	21.36	21.36	21.36	21.36	21.36	21.36
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	21.36	21.42	21.48	21.54	21.60	21.66	21.81	21.96	22.26	22.86
4	22.64	22.64	22.64	22.64	22.64	22.64	22.64	22.64	22.64	22.64
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	22.64	22.70	22.76	22.82	22.88	22.94	23.09	23.24	23.54	24.14
5	23.97	23.97	23.97	23.97	23.97	23.97	23.97	23.97	23.97	23.97
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	23.97	24.03	24.09	24.15	24.21	24.27	24.42	24.57	24.87	25.47
6	25.57	25.57	25.57	25.57	25.57	25.57	25.57	25.57	25.57	25.57
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	25.57	25.63	25.69	25.75	25.81	25.87	26.02	26.17	26.47	27.07
7	27.15	27.15	27.15	27.15	27.15	27.15	27.15	27.15	27.15	27.15
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	27.15	27.21	27.27	27.33	27.39	27.45	27.60	27.75	28.05	28.65
8	29.10	29.10	29.10	29.10	29.10	29.10	29.10	29.10	29.10	29.10
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	29.10	29.16	29.22	29.28	29.34	29.40	29.55	29.70	30.00	30.60
9	31.09	31.09	31.09	31.09	31.09	31.09	31.09	31.09	31.09	31.09
Add for Years of Service	0.00	0.06	0.12	0.18	0.24	0.30	0.45	0.60	0.90	1.50
Total Hourly Wage	31.09	31.15	31.21	31.27	31.33	31.39	31.54	31.69	31.99	32.59

**Note:**

"Add for Years of Service" was calculated using the following increments by years of service.

Years of Service									
BASE	1	2	3	4	5	10	15	20	25
0.00	0.06	0.06	0.06	0.06	0.06	0.15	0.15	0.30	0.60

## **EXHIBIT B**

### **Administrative Pay-Setting Policy**

#### **Seniority Increases:**

Employees shall receive seniority increases in accordance with Section 4.2. Employees will be eligible for seniority increases without regard to the amount of any merit increases they may have received.

#### **Pay Rate Upon Transfer:**

Transfer is defined as movement from one position to another within the same pay grade. Such movement may involve change from one classification to another, both of which are in the same pay grade. Transfer does not entitle an employee to a change in pay rate.

#### **Pay Rate Upon Promotion or Upward Reclassification:**

Promotion occurs when an employee is appointed to a position that is classified in a higher pay grade than the pay grade of the employee's former position. Reclassification occurs within the same position when the duties and responsibilities of the position are determined by the department head and Department of Human Resources to warrant a higher classification.

Employees who are promoted or reclassified will receive the base rate of the classification of the new position if this represents at least a fifteen cent (\$.15) per hour pay increase. If this method does not provide an employee with such an increase, the employee will be placed at the pay rate for the new classification that most closely provides at least a fifteen cent (\$.15) per hour pay increase. If an employee's anniversary date coincides with the date of promotion or reclassification, the employee will receive both the promotion or reclassification increase and the appropriate seniority increase in whichever order provides the higher pay rate. Ten (10), fifteen (15), twenty (20) and twenty-five (25) year longevity increases shall not be utilized to bypass base rates and steps one through five of the salary charts.

When an employee is promoted or reclassified, his or her pay rate will change in accordance with his or her anniversary date to the next pay rate step until it reaches the rate in the new classification appropriate for five (5) years of service. Upon reaching the five year seniority rate in the new classification, on the employee's next anniversary date, his or her entire length of service with the College will be calculated. If the employee has ten (10) or more years of service, his or her pay rate will be adjusted to the ten (10) year seniority rate. After the employee works for one year at the ten (10) year rate, overall length of service will be calculated, and, upon reaching fifteen (15) years of service, the employee's pay rate will be adjusted to the fifteen (15) year seniority rate. After the employee works for one (1) year at the fifteen (15) year rate, overall length of service will be calculated, and, upon reaching twenty (20) years of service, the employee's pay rate will be adjusted to the twenty (20) year seniority rate. After the employee works for one (1) year at the twenty (20)

year rate, overall length of service will be calculated, and, upon reaching twenty-five (25) years of service, the employee's pay rate will be adjusted to the twenty-five (25) year seniority rate.

The employee's anniversary date shall be determined in accordance with Sections 3.2 and 10.3.

**Pay Upon Movement to a Lower Class:**

When an employee accepts a position at a lower pay grade level, the pay rate shall be determined by the appointing authority within the following range: The starting pay rate can be set at or above the base rate, but shall not exceed the seniority step the appointed employee would be eligible for based upon his or her length of service at Oberlin College. When an employee is involuntarily demoted to a class in a lower pay grade, he or she shall not suffer a loss in his or her hourly pay.

## EXHIBIT C

### Skilled Trades Program

The following classifications shall be established in the Skilled Trades Program:

Electrician  
Plumber  
Vehicle & Equipment Maintenance & Repair Technician  
CHP Engineer  
HVACR Technician

Employees assigned to Skilled Trades positions shall have seniority in the classification as of the date of entry into the classification.

The term "Journeyman" shall mean any person who:

- a) Presently holds a Journeyman classification in the Skilled Trades occupations.  
**OR**
- b) Has served a *bona fide* apprenticeship and has a certificate which substantiates his or her claim of such service.  
**OR**
- c) Has had eight (8) years of practical experience and can prove same with proper affidavits. The College shall consider the possession of a UAW Journeyman Card as presumptive proof of qualifications under "b" and "c" above.

Employees hired to a Skilled Trades classification subsequent to the effective date of this agreement (April 2, 1995) will be hired at a rate no lower than the starting rate of the classification and will progress on the basis of seniority step increases.

Employment in Skilled Trades classifications in the College after signing of this agreement shall be limited to Journeymen and apprentices.

In the event of a reduction in force within the Skilled Trades occupations, the following procedure will apply:

- a) The junior employees in the trade by date of entry seniority will be reduced and will not displace an employee in another skilled trade.
- b) A Skilled Trades employee displaced from Skilled Trades in accordance with this procedure may elect either to be laid off or to exercise his or her seniority to a non-skilled trades classification (provided that he or she had previously held that classification), seniority permitting.



- c) Employees hired directly to a Skilled Trades classification from outside the bargaining unit shall be laid off or absorbed within a non-skilled classification without displacing another incumbent.

Apprentices shall be removed prior to reducing a journeyman.

Apprentices shall be on a ratio of no more than two (2) apprentices to every three (3) journeymen.

When the Skilled Trades work force is increased, employees will be recalled to their original Skilled Trades classification in the reverse order of their layoff from that classification.

Before adding to classified journeymen's positions from the outside, the College shall post a bid to determine if a journeyman is available within the College. When two or more employees enter a Skilled Trades classification on the same date, College-wide seniority will determine their date of entry seniority.

The College agrees to maintain an apprenticeship program. The College will select what trade will most benefit from the new apprenticeship.

As revised and updated Code Manuals are provided to the Journeyman Shops each Journeyman will be required to read and signoff completion of their refresher of Code revisions.

The College agrees that during the term of this Agreement, the current number of skilled trades, will not be reduced. All skilled trades employees will be assigned to shifts and days based upon operational needs of the College.

The College may designate working Crew Leaders for any of the skilled trades and grounds. Designated Crew Leaders shall receive a differential of not less than \$1.00 per hour while working as a Crew Leader.

## EXHIBIT D

### Tuition Scholarship Plan For Children Of Service Employees

Subject to further determination of the Board from time to time as may seem desirable to the Board, the Board of Trustees has adopted the program outlined below with respect to tuition remission for children of Service Employees, i.e. those employees currently covered by the bargaining agreement between the College and the United Auto Workers. The Board hopes to continue this program, but cannot foresee all possible eventualities, and makes no future commitment.

The following provisions shall govern the administration of the Program:

The program has specific limitations concerning conditions employees, their children, and institutions of higher education must meet. While the following is not a complete list, these conditions are of particular note:

#### **EMPLOYEE ELIGIBILITY:**

- 1) Effective October 1, 2004, the children of full-time, classified Service Employees will be eligible for 20% of Oberlin College's tuition after five (5) years of service, and 50% of Oberlin College's tuition after ten (10) years of service. Food Service employees who work full-time for the academic year are considered full-time for eligibility for this Program. Part-time classified Service Employees must work the equivalent of the time periods listed herein to be eligible, e.g., a half-time classified employee must work ten years to be eligible for 20% of Oberlin's tuition. Classified Service Employees with less than a half-time appointment are not eligible. Two employees with less than half-time appointments may not combine their appointments to attain eligibility.
- 2) The benefit for part-time classified employees shall be prorated by applying the fractional amount of the appointment to the Program benefits.
- 3) When a child has two eligible parents, aggregate or combined benefits shall not exceed that provided for an individual full-time Service Employee. In other words, if one parent is full-time and the other is half-time, a single full benefit shall be provided. If both parents are half-time, a single full benefit shall be provided.
- 4) Any dependent child of an employee who retired from the service of Oberlin College under its regular retirement plan for reason of age and who meets the eligibility listed below is eligible provided s/he was born before the date of his/her employee-parent's retirement.
- 5) Any eligible child of an employee who, after completion of five years of full-time employment at Oberlin College (or part-time employment totaling enough hours to be equivalent to five years full-time employment), dies during such service, is eligible provided:

- a) the eligible employee's spouse must not be remarried, and he or she must claim the student as a dependent or
  - b) the student must be an orphan who has not been legally adopted by another person who is ineligible for the benefit.
- 6) Service Employees who terminate their College service for reasons other than regular retirement, disability, or death while still employed, lose eligibility on the date of termination of their College service.

**STUDENT ELIGIBILITY:**

- 1) The student must be the child of a Service Employee who has been employed by the College as a classified, full-time employee for at least five years. Food Service employees who work full-time for the academic year are considered full-time for eligibility for this Program.
- 2) The student must be not over age 25. This provision is interpreted to mean that the student will not have reached his or her 26<sup>th</sup> birthday as of the first day of classes of the semester or quarter for which the scholarship is requested.
- 3) The student must be a natural or legally adopted child of the eligible employee. Stepchildren, foster children, grandchildren, and other dependents who are not legally adopted by the employee are ineligible.
- 4) The student must be a dependent child. This is interpreted to mean that the eligible employee must have claimed the child as a dependent on his or her most recent federal income tax return. In practice, an employee should claim the child in the calendar year preceding college enrollment. Children living with a custodial parent, but who are claimed as dependents on a non-custodial parents' income tax are eligible upon presentation to the Department of Human Resources of the legal document so stating.
- 5) The student is eligible to receive the benefit for eight full-time undergraduate semesters or 16 full-time undergraduate quarters toward his or her first degree (bachelors) only. Payment is limited to tuition or instructional fees. Other mandatory fees are not covered under this Program, nor may this benefit be "traded" to cover other expenses.
- 6) The student must be enrolled at an institution that is approved by one of the regional accrediting agencies, and the study must be undertaken in residence at the institution granting credit (as the term "residence" is understood by that institution.)
- 7) Part-time students enrolled during the regular academic year or during the summer, will use a portion of the total benefit corresponding to the ratio of the cost of part-time study at the institution in which the study is undertaken. In other words, part-time enrollment for a semester or a quarter uses one of the 8 semesters or one of the 16 quarters available.

- 8) Children of Service Employees who terminate their College service for reasons other than regular retirement, disability, or death while still employed, lose eligibility on the date of termination of their parent(s)' College service.

### **INSTITUTIONAL ELIGIBILITY:**

- 1) To be eligible, an institution of higher education must be accredited by the appropriate regional association and must be in the United States. Payment will be made for study outside the United States, provided credit earned from such study applies toward a first degree at an institution of higher education in the United States.

### **SCHOLARSHIP AMOUNTS:**

- 1) Children of eligible Service Employees shall receive a full-tuition scholarship at Oberlin College, if they are admitted to the College.
- 2) Children of eligible Service Employees who attend another regionally accredited college shall receive a tuition scholarship equal to either 20 percent (20%) or fifty percent (50%) of the Oberlin tuition which is in effect during the year for which payment is made, or the tuition of the institution attended, whichever is less.
- 3) Children of eligible Service Employees who attend a college which is a member of the Great Lakes College Association (GLCA) shall receive the benefits listed in the GLCA Guidelines in effect each time the student registers. (GLCA Guidelines are available in the Dept. of Human Resources.)

### **GENERAL:**

- 1) The College will provide its grant only directly to the institution attended; the College will not make payment directly to the student or to his/her parent or guardian.
- 2) In the event that it should ever be contended or determined by any governmental authority that the allowance of free tuition, payment for tuition, or reimbursement for tuition by colleges constitutes taxable income either to the child or to the parent, the college will assume no responsibility for the taxes, and will make withholding deductions where those are required, either by specific or general ruling, without reimbursement to Service Employees.

### **HOW TO TAKE ADVANTAGE OF THIS PROGRAM:**

- 1) Notification of intent to use a grant under this Program should be made to the Oberlin College Department of Human Resources by January 15, preceding the academic year for which the scholarship is to be granted. Forms are available at the Department of Human Resources.
- 2) Students and their parents must sign an application form generated by the GLCA to enroll a student in that program. The forms are available at the Department of Human Resources and their submission to the GLCA College is subject to a deadline.

- 3) Eligible employees must notify the Department of Human Resources when their child drops out of college, at any time that student discontinues study during or at the end of the academic year. The student will continue to be eligible for the Program benefit until the eight semesters or 16 quarters have been paid for and while the other eligibility standards listed above are met.
- 4) Payments to institutions of higher education will be made, upon authorization as listed below, upon receipt by the Department of Human Resources of an invoice from the college the student is attending.
- 5) Payments to institutions of higher education will be authorized by the Department of Human Resources, who will determine the employee's eligibility, the student's eligibility, the correctness and level of the grant to be made, and the compliance with these rules. The Department of Human Resources will certify to the Controller the amount to be paid to the appropriate institution.
- 6) Provisions of the Tuition Scholarship Plan for Service Employees are subject to approval and modification by the Board of Trustees.

## SCHEDULE B

### Conversion of Unused Sick Leave Into Retirement Account

TO: Payroll Department DATE: \_\_\_\_\_  
Submit by August 31

FROM: \_\_\_\_\_ SSN/T Number \_\_\_\_\_  
(Please print or type)

SUBJECT: Conversion of Unused Sick Leave into Retirement Account

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In accordance with Section 8.3 of the Oberlin College/UAW employment contract, I wish to convert sick leave not used during the previous fiscal year into my Retirement Account.

I estimate that my overall balance is the equivalent of at least twenty (20) days and that I have \_\_\_\_\_ days remaining unused from this year's allotment, which will entitle me to convert \_\_\_\_\_ days to my retirement account (10 days maximum).

I understand that days which are converted will not be credited to my overall sick leave accumulation. The balance of days remaining after the converted days are deducted will be credited to my overall sick leave accumulation.

\_\_\_\_\_  
Signature Date

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#### **PAYROLL VERIFICATION**

Overall accumulation of \_\_\_ days and \_\_\_ days remaining from previous year(s) entitle employee to convert \_\_\_\_\_ days.

## Schedule C

### Recipient Request Form for Catastrophic Leave Form

Date \_\_\_\_\_ T# \_\_\_\_\_

Requesting Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Have you exhausted all sick leave, vacation leave, and paid time off?

Yes \_\_\_\_\_ No \_\_\_\_\_

I understand that by checking Yes, I am giving the UAW permission to use my name when requesting donations.

Yes \_\_\_\_\_ No \_\_\_\_\_

**Family and Medical Leave Act Forms must be completed and attached to this request.**

My signature below indicates I have read, understand and will comply with the guidelines requirements of this policy.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For UAW Use Only:**

Date received: \_\_\_\_\_

Date sent to Human Resources: \_\_\_\_\_

Processed by: \_\_\_\_\_

**For Payroll Use Only:**

Verification of all exhausted time:

Sick \_\_\_\_\_ Vacation \_\_\_\_\_ Spring/Fall \_\_\_\_\_

Approved \_\_\_\_\_ Number of days/hrs approved \_\_\_\_\_

Processed by: \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

## Schedule D

### Donation Request Form for the Catastrophic Leave Form

Date: \_\_\_\_\_ T#: \_\_\_\_\_

Donor's Name: \_\_\_\_\_

Department: \_\_\_\_\_ Phone Ext.: \_\_\_\_\_

Under the provisions of the Catastrophic Leave Donation Policy, UAW members may donate vacation leave to another UAW member who has exhausted his/her sick and vacation. Donated leave will be used to cover the employee's absence due to a qualifying family member's catastrophic illness/injury. You must have a total of five vacation days in your bank.

This is a voluntary program available to all UAW employees.

#### I would like to make the following contributions:

You must use at least one full vacation day (8) and the total of vacation cannot exceed 40 hours.

Vacation Days/Hours \_\_\_\_\_ (Your Vacation time will be reduced)

(Must be at least 1 day - and total vacation cannot exceed 40 hours)

Recipient Employee Name: \_\_\_\_\_

According to the terms and provisions of the Catastrophic Leave Donation Policy, I understand that once the transfer has been completed by Payroll, I cannot revoke my decision. Should hours donated not be used, I understand that the Payroll Department will return the excess leave to the most recent donor.

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### FOR PAYROLL USE ONLY:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Reason \_\_\_\_\_

Vacation Hours Donated: \_\_\_\_\_ Transfer Processed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
Payroll Signature Date



**UAW LOCAL 2192  
OBERLIN COLLEGE  
GRIEVANCE FORM**

**STEP 2**

Grievance No. \_\_\_\_\_

Employee Name (Last, First, Middle) \_\_\_\_\_

Present Job Title: \_\_\_\_\_ Dept. Phone Extension: \_\_\_\_\_

Seniority Date: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

Details of Grievance (list specific details): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article and Section of contract violated: \_\_\_\_\_

Signature of Aggrieved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Steward: \_\_\_\_\_ Date: \_\_\_\_\_

Specific Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Department Head's STEP 2 Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dept. Head's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OR see attached: \_\_\_\_\_

*(Check here and attach response)*

*~over, please~  
(Please photocopy both sides)*

**STEP 3: Appeal to Department of Human Resources**

Date of Appeal: \_\_\_\_\_ Signature: \_\_\_\_\_

Reason for Appeal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STEP 3 Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OR, Check here if response is attached: \_\_\_\_\_  
(Please ensure response is attached to the Grievance Form)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Department of Human Resources)

**Step 4: Appeal to Arbitration**

Date of Appeal: \_\_\_\_\_

Signature of Committee Chairperson: \_\_\_\_\_

## STATEMENT OF INTENT

In the interest of the preservation of the mutual workplace, the Employer and the Union agreed during negotiations to the following statement of intent:

If, for any reason, there shall be a strike, slowdown, walkout, work stoppage, or interference of any kind at any operation or operations of the College, then heating plant personnel will be permitted to perform their regular duties in order to comply with the requirements of insurance companies and ensure the safe operation of the College.

### MEMORANDUM OF UNDERSTANDING #1

Parties Not Bound by Past Practices - This Agreement supersedes any previous agreements between the College, its employees, and UAW. The parties will not be bound by any past understandings, or practices.

### MEMORANDUM OF UNDERSTANDING #2

Once an employee has exhausted their current sick time they will be held to the progressive discipline policy unless covered under FMLA, applicable disability laws, and/or the College STD policy.

### MEMORANDUM OF UNDERSTANDING #3

The 15 minute breaks will normally be taken in the field and not at the Service Building/Grounds building. Travel time to and from the break should not be in addition to the allowed break time.

### MEMORANDUM OF UNDERSTANDING #4

#### Concerning Time for Union Representation

Oberlin College recognizes the responsibilities of the UAW Bargaining Committee Chair to carry out union business at the College which, at times, must be addressed during the course of the workday. The College will continue to allow those activities to be carried out during the course of the normal workday. Arrangements will be made to recognize those needs and make necessary adjustments to that individual's work schedule.

In the event the union committee and the college cannot agree on the definition of what peak times are, the Department of Human Resources and the International Representative for the UAW will meet and make the determination of what peaks times

are.

The parties agree to meet to finalize a process for tracking the utilization of up to twenty (20) hours per week for union leadership or appointed union personnel to perform union business.

## MEMORANDUM OF UNDERSTANDING #5

### Apprenticeship Program

The College and UAW have agreed to an Apprenticeship Program for the skilled trades consistent with the operational needs of the College and the approved guidelines presented by the UAW Apprenticeship Program.

## MEMORANDUM OF UNDERSTANDING #6

At the request of the International Representative or the Union Chairperson, the College will permit the President of the Union to attend grievance meetings and contract negotiations as long as granting this request will not unduly impede the operations of the College.

## MEMORANDUM OF UNDERSTANDING #7

### Drug-Free and Alcohol-Free Workplace

The College and Union recognize that drug and alcohol abuse are treatable illnesses which must be initially treated through medical, psychiatric and life-style support education and not punitive measures. This program will include training education and assistance to employees. All employees at Oberlin College will receive a copy of the Drug and Alcohol Free Workplace Policy.

All employees will be screened during their probationary employment period at the College's sole discretion. After joining the Bargaining Unit, should an employee's behavior provide "reasonable cause" through their behavior, a written statement will trigger an investigation that will be conducted with Human Resources and the designated Union Representative to determine basic sobriety/drug-free status. The employee in question will be tested at an agreed to medical facility and provided transportation home and be put on paid leave until test results have been received. "Reasonable Cause" will be defined as observed behavior/physical characteristics that are unstable, unresponsive, and/or incoherent, which includes slurred speech, dilated pupils, or erratic interpersonal behavior. The same criteria shall be used when an employee is involved in an accident involving a motor vehicle, and/or they are involved in an accident causing injury that necessitates medical attention at a healthcare facility, and/or there is damage resulting in excess of \$500 to Oberlin College property.

Should the employee test positive for being under the influence of alcohol or a controlled substance, they can opt for a secondary safety screen at the expense of the College. All positively verified employees will be required to successfully complete a rehabilitation program paid by Oberlin College and demonstrate drug/alcohol free status for twelve (12) consecutive months. A second College-paid rehabilitation program may be offered at the discretion of the College. Employees who either do not complete the rehabilitation program or test positive after the rehabilitation program will be subject to discipline up to and including termination.

There will be no random testing of employees except for those currently under “rehabilitation status” of the above stated 12 months. The parties agree to meet to determine threshold limits prior to implementation of the program. All Stewards and Supervisors will complete training in the observation/detection of “reasonable cause” behavior. Any disputes which may arise over compliance with the policy will be resolved through the grievance provisions of this Labor Contract.

## MEMORANDUM OF UNDERSTANDING #8

### Disciplinary Action

The College will make every effort to notify the Union within a reasonable amount of time if it becomes aware of an incident involving a UAW member that ultimately may result in disciplinary action.

## MEMORANDUM OF UNDERSTANDING #9

The following understandings were agreed to on September 14, 2020 as part of the UAW CBA.

It is the College’s intent to fill the current open stockroom, grounds, electrician, and CHP positions by the 4<sup>th</sup> quarter of 2021.

Current grounds employees who wish to volunteer to be separated will be permitted to do so assuming the interested qualified employees who would otherwise be separated as part of the recent outsourcing, elect to and fill such positions. If the current grounds employees are separated under this provision they will be offered the same package as the other eliminated positions.

At the College’s discretion the designated working Crew Leaders can be rotated.

## MEMORANDUM OF UNDERSTRSTANDING #10 (REGARDING DELAY OF CDHP-ONLY HEALTH PLAN TO JANUARY 1, 2022)

This memorandum is entered into by and between the College and the UAW regarding the health plan options available to UAW members during the term of the parties’ newest CBA, which is effective from October 1, 2020 through September 30, 2023.

The parties acknowledge that the College intends, consistent with its contractual right, to offer a group health plan to UAW members that consists solely of a Consumer Driven Health Plan (CDHP). The parties hereby agree, however, that the College will not transition to a CDHP-only health plan for UAW members prior to **January 1, 2022**.

This memorandum shall have no effect on any other term of the parties’ newest CBA.




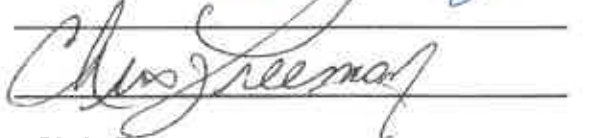
**ARTICLE XV**

**Continuation**

This contract shall be effective as of September 30, 2020 and shall be binding upon the parties hereto until September 30, 2023 and shall be automatically renewed for successive periods of one (1) year each (September 30 to September 30) unless written notice of a contrary intention is served by either party on the other at least sixty (60) days before September 30, 2023 or any anniversary date thereafter. Any such notice shall specify the desired changes, additions and modifications. Negotiations shall be started within fifteen (15) days after any such written notice has been received, or at such other date as mutually agreed by both parties.

Executed this the 30th day of September 2020.

**THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW AND  
ITS LOCAL 2192**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Chris Freeman  
International Representative**

**OBERLIN COLLEGE**

 - CHAD, OBERLIN  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Michael J. Frantz  
Attorney for the  
College**

## MEMORANDUM OF UNDERSTANDING

### REGARDING EQUALIZATION OF OVERTIME, JOINT HEALTH AND WELLNESS COMMITTEE, AND ONE-TIME LUMP SUM PAYMENT

This Memorandum is entered into between the College and the UAW as a modification to the parties' newest CBA, which is effective as of October 1, 2020.

Contingent on the UAW executing the parties' final ratified agreement, the College and the UAW hereby agree as follows:

With respect to the equalization of overtime, the parties agree that following language that had previously existed under Section 5.1 shall be incorporated into this Memorandum:

- 1) *An employee offered scheduled or call-in overtime will have the hours offered entered on the appropriate equalization list under their name.*
- 2) *Overtime will be reconciled on a monthly basis.*
- 3) *Any confirmed discrepancy in overtime equalization resulting in an employee's overtime not being within eight (8) hours of the rest of their classification will result in the next available overtime being offered to the employee to whom the discrepancy occurred. If such employee is passed over for a second time the College will pay for the missed opportunity or provide eight (8) hours of overtime work.*
- 4) *The UAW will be provided the overtime equalization list(s) on a bi-weekly basis.*
- 5) *Facilities Operations will maintain two lists for equalization of overtime: One list for scheduled overtime and one list for call-in overtime.*
- 6) *Once posted, an employee's schedule will not be reduced to avoid paying overtime.*

With respect to the Health and Wellness Committee, the parties agree that following language that had previously existed under 8.8 shall be incorporated into this memorandum:

*A joint Health and Wellness Committee shall be established. The Committee shall be made up of an equal number of representatives from management and the UAW. The Committee shall consider such topics to include but not be limited to: Issues concerning health care benefits, cost containment, and membership education. Recommendations from this Committee shall be taken to the Oberlin College President for serious consideration.*

With respect to the disability plan, the parties agree that Section 8.11(a) of the CBA shall be revised by removing the clause below that is shown in strike-through and highlighted in bold:

*Classified service employees who are absent from work because of a prolonged illness or injury are eligible for wage continuation benefits as follows:*



*a) Short-Term Disability (180 days): After an employee's paid sick(current/bank)/personal leave benefits are exhausted, continuation of the employee's salary or wages during periods of disability shall be as follows: ~~After ten (10) consecutive working days of absence,~~ an employee who is under the care of a physician and has been certified by the physician as being unable to perform his or her normal duties shall be paid a wage continuation benefit equal to sixty percent (60%) of normal gross wages exclusive of overtime and shift differential premium. STD begins at the start of the disability even if using benefit time. The 180 day period is calendar days.*

Finally, with respect to wages, the College and the UAW agree that the College will provide a one-time payment to all bargaining-unit employees that is equal to 2% of the respective employee's current, annualized base wages (calculated as the employee's current base wage rate, multiplied by the number of standard (non-overtime) weekly hours, multiplied by 52 weeks). The one-time payments will be distributed in accordance with the College's normal payroll practices and made within 30 days of either the UAW's execution of this Memorandum or its execution of the parties' final ratified agreement, whichever occurs later. The group eligible to receive this payment is comprised of all bargaining unit members who are actively



employed in the unit as of the date the payment is distributed.

This Memorandum shall not alter base wage levels for any year, nor, except as expressly provided herein, shall it have any effect on any other term of the parties' CBA.

FOR THE COLLEGE	FOR THE UAW
	
11/9/20	11/9/20
Date	Date