

# **Tentative Agreement between The University of Toledo and the Communication Workers of America Local 4319**

Below details the parties' changes / deletions / intentions / agreements on each and every individual article: \*Header equals article titles.

## **Article 1 Recognition**

Added headers to each section

Added the new recognition clause as amended by case #07-REP-08-0115 on 9/13/07

## **Article 2 Management Rights**

No change other than the parties added headers to each section

## **Article 3 Dues Deduction & Union Security**

No change other than the parties added headers to each section

## **Article 4 Non-Discrimination**

No change other than the parties added headers to each section

## **Article 5 Savings**

The parties added headers to each section

Combined 5.2 and 5.3

## **Article 6 Grievance**

The parties added headers

Grievance procedure modified – additional steps added; missed timelines now benefit union as well as management.

## **Article 7 Mediation**

No change other than the parties added headers to each section

## **Article 8 Arbitration**

No changes other than the parties added headers to each section

## **Article 9 Harassment**

The parties added headers to each section

Added Copy of 3364-50-02 Equal Opportunity Policy as Appendix

Added Copy of 3364-50-01 Sexual Harassment and other forms of harassment

## **Article 10 Contracting**

No change other than the parties added headers

## **Article 11 No Strike / Lockout**

No change other than the parties added headers to each section

## **Article 12 Seniority**

No change other than the parties added headers to each section

## **Article 13 Position Audit**

The parties added headers to each section

Modified article to include a CWA rep on the Job Audit committee

Combined 13.2 and 13.5; 13.3 became 13.2; 13.4 became 13.3

Article 14 Work Out of Classification

No change other than the parties added headers to each section

Article 15 Work by Non-Bargaining Unit Personnel

The parties added headers

15.3 moved to 1<sup>st</sup> sentence in 25.1 (Job Postings)

Article 16 Hrs of Work & OT / Issue 6

No change other than the parties added headers to each section

Article 17 OT Equalization and Treatment

No change other than the parties added headers to each section

Article 18 Call In Pay

No change other than the parties added headers to each section

Article 19 Rest Periods

The parties added headers to each section

Added "Police" and "Facilities" in 19.2

Fair and Consistent Breaks / Implementation Agreement – Labor / Mgmt agreed to discuss after ratification

Article 20 Clean Up Time

No change other than the parties added headers to each section

Article 21 Holidays

No change other than the parties added headers to each section

Article 22 Leaves of Absence

No change other than the parties added headers to each section

Article 23 Sick Leave

No change other than the parties added headers to each section

Sick Leave Policy: CWA will sign a letter that states their commitment to work together w/ UT in the design and implementation of a sick leave policy.

Parties to discuss the status of the sick leave bank at a later date

Article 24 Layoff & Recall

The parties added headers to each section

It is the intent of the parties to modify the layoff system to using bargaining unit seniority versus retention points

Article 25 Job Posting

Changed 60 day probationary period for lateral transfers and demotions to 45 days

Changed posting period to 4 days versus 5 days (need to do)

UT to make a commitment in an Implementation Agreement to provide additional access for employees to become aware of job ops

Reduced the time period for transfers and demotions to 1 year and 6 months, respectively

The parties added headers to each section

Article 26 Safety

No change other than the parties added headers to each section

Article 27 Uniforms and Tools

The parties added headers to each section

Added shoe allowance – same as nurses for lab tech’s / eliminated lab tech coats (27.4)

Voucher program (uniforms and shoe replacement only) and outerwear for steam plant employees in implementation agreement

Article 28 Vacation – Issue 27

The parties added headers to each section

UT will put their commitment to expand management availability to employees for emergent situations

Article 29 Educational Benefits

For dependents age 19-24 must be claimed as an IRS dependent, full time student and unmarried.

No change other than the parties added headers to each section

Issue 30 Educational Incentives

Expand educational incentive by offering 2% for non-work related degrees (undergrad only)

Added a 1% for advanced degrees (work related or not)

Article 30 Parking

Non change other than the parties added headers to each section

Article 31 Public Employees Retirement System

No change other than the parties added headers for each section

Article 32 Corrective Action

No change other than the parties added headers to each section

Article 33 Employee Records

No change other than the parties added headers to each section

Article 34 Emergency Closing – Issue 35 & 36

The parties added headers to each section

Combined 34.2 and 34.3; 34.4 changed to “snow/weather emergency”

Article 35 Labor Management Meetings

The parties added headers to each section

Combined 35.1 and 35.2

Article 36 Committee Representation

No change other than the parties added headers to each section

Both parties working to identify current existing committees and union representation on any active committees identified

Article 37 Distribution of Agreement

No change other than the parties added headers to each section

Article 38 Non-University Duties

No change other than the parties added headers to each section

Article 39 Union Representatives-Rights-Leaves

No change other than the parties added headers to each section  
Article 40 Information Provided to the Union

No change other than the parties added headers to each section  
Article 41 Bulletin Boards

No change other than the parties added headers to each section  
Article 42 Wages

The parties added headers to each section

Advanced Wage Placement: CWA agreed to review UT proposals for advance placements in the wage scale on a case-by-case basis.

Dispatchers & Stationary Engineers: UT committed to looking at these two positions as it relates to whether or not they are in market regarding their wages, consistent w/ the institutional philosophy

The parties agreed to the following wage increase schedule in the table below:

***MONTHLY INSURANCE PREMIUM COST SHARING and  
GENERAL WAGE INCREASE SCHEDULE***

<u>Contract Year</u>	<u>INSURANCE COST SHARING</u>	<u>WAGE ?</u>
Now until 12/31/08	Status Quo	<b>3% retro to pay period beginning 12/29/07</b>
1/1/09 – 12/31/09	15% of 2008 total monthly rate	<b>5%</b>
1/1/10 – 12/31/10	* 15%	<b>3%</b>
1/1/11 – 12/31/11	*15%	<b>3%</b>

\* Cap of no more than a 10% increase over the previous years' employee contribution

**Article 43 Insurance**

The parties added headers to each section

TIERS were eliminated based on salaries

Working Spouse: If a spouse has accessibility to health insurance through their employer, they must enroll in that plan as primary for a minimum of single coverage and may stay on the UT plan as secondary. If the working spouse makes \$25,000 or

less per year annually and health insurance thru their employer would cost them more than \$75/month for a single plan/employee contribution, they may be carried on the UT plan as primary. A form would need to be filled out annually as part of the open enrollment process, confirmed by their employer.

IRS Dependent: For dependents age 19-24 must be claimed as an IRS dependent, full time student and unmarried.

Wellness: Free diagnostic screening for employee and spouse and release time during work. Employee clinic by January 2009.

Insurance eligibility begins from the date of hire.

## **INSURANCE:**

### **Benefit Change**

#### **A. Deductible/Out-of-Pocket Expense Maximum**

1. Change Non-Network Deductible to \$300/\$600/\$900
2. Change Non-Network Out of Pocket Max to \$4,000/\$6,000/\$8,000
3. Change Network Out of Pocket Max to \$1,000/\$2,000/\$3,000

#### **B. Office Visit Co-pays**

1. Change to \$15 for primary care physician co-pay & \$30 for specialist co-pay

#### **C. ER Co-pay**

1. Change to \$75 (Waived if admitted)

#### **D. Prescription Cost-Sharing**

1. UT 30-day co-pays change to TIER 1: \$6 per prescription / TIER 2: 20% of acquisition cost to a max \$75 per prescription / TIER 3: 40% of acquisition cost and max of \$125 per prescription
2. UT 90-day co-pays change to TIER 1: \$15 per prescription / TIER 2: 20% of acquisition cost to max of \$100 per prescription / TIER 3: 40% of acquisition cost and max of \$180 per prescription
3. Retail co-pays change to \$11/20%/40%

#### **F. Dental**

1. Install \$3,000 annual benefit limit for all services per person per year

## **CLARIFYING DETAILS / DEFINITIONS:**

Tier 1 = generic and select over the counter meds

Tier 2 = preferred brand / formulary

Tier 3 = non-preferred brand / non-formulary

PCP= Primary Care Physician

No change to Vision or Dental coverage

No change to Life insurances

\* Accessing the website below will give you the 2008 drug formulary listing and pharmacy benefit guidelines.

[http://www.pharmaceuticalhorizons.com/formulary/Formulary\\_042\\_Focus\\_Class.pdf](http://www.pharmaceuticalhorizons.com/formulary/Formulary_042_Focus_Class.pdf)

\*Existing part timers on the payroll as of 12/31/08 will pay 15% / All new hires or transfers to a part time position after 1/1/09 will pay 20%

\* Guarantee that the employee's monthly contribution amount will not increase more than 10% per year

### Article 44 Apprenticeship Program Career Ladder

No change other than the parties added headers to each section

### Article 45 Zipper Clause

No change other than the parties added headers to each section

### Article 46 Duration

No change other than the parties added headers to each section

### Workman's Compensation

Labor and Management agreed to meet to finalize a workers compensation article which should also incorporate an MOU re: transition to work

Reinstate Workman's Compensation Committee

### Need to Update:

Update Appendix B Bulletin Boards

Update Appendix C w/ newly added / removed classifications since contract inception

Add Sign Language Interpreter and Sign Language Coordinator (MOU dated 3/07/05)

Add Authority Control Librarian (MOU dated 11/17/05)

Add Medical Assistant 1 (MOU dated 6/27/07)

Change pay range for Nurse 1 to B30 (MOU date??)

Add Direct Service Provider (MOU dated 8/30/06)

Traffic Coordinator

Electro-Optic Tech & Vacuum Deposition Tech MOU (dated 3/26/08)

MOU's to Continue:

Fleet Safety Program MOU

Rigger Classification MOU

Rigger Implementation MOU

Special Event Fork Lift Pool MOU

Moving MOU

MOU re: Article 43 Insurance – Add recent MOU re: date of hire / start of insurance

Update Pay Schedules for Year 1, Year 2 and Year 3

Add MOU re: Integrated Student Services

Add MOU re: print shop OT equalization