

AGREEMENT BETWEEN
FISK UNIVERSITY
AND THE UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW) AND THE LOCAL 737

FINAL DOCUMENT SUBMITTED ON FEBRUARY 27, 2017

PREAMBLE

THIS AGREEMENT made and entered into this twenty-fifth (27th) day of February, 2017, by and between FISK UNIVERSITY, hereinafter called the “University” or “Employer”, and the UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL c IMPLEMENT WORKERS OF AMERICA (UAW) AND THE LOCAL 737, hereinafter called the "Union", for and on behalf of itself, its members now employed or hereafter to be employed by the Employer and collectively designated as employees.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants, promises and agreements hereinafter contained, the Employer and the Union do hereby agree as follows:

TABLE OF CONTENTS

Article I – Purpose	1
Article II – Definition of Terms	2
Article III – Recognition	3
Article IV – Management Rights	4
Article V – Non-Discrimination	4
Article VI – Representation	5
Article VII – Cap Check-Off/Check-Off	7
Article VIII – Hours of Work	9
Article IX – Wage Rates	11
Article X – Filling Permanent Clerical-Technical Vacancies	11
Article XI – Seniority	15
Article XII – Discipline and Discharge	19
Article XIII – Grievances	22
Article XIV – Insurance and Retirement Benefits	25
Article XV – Holidays	28
Article XVI – Voting Time	30
Article XVII – Vacation	31
Article XVIII – Leaves of Absence	32
Article XIX – Military Leave	34
Article XX – Maternity Leave Act	34
Article XXI – Sick Leave	39
Article XXII – Bereavement Leave	40

Article XXIII – Jury Duty	42
Article XXIV – Tuition Remission	43
Article XXV – Job Safety	49
Article XXVI – Bulletin Board	50
Article XXVII – Emergency Closing	50
Article XXVIII – No Strike – No Lockout	52
Article XXIX – The Union As Party At Interest	54
Article XXX – Expressed Understanding and Severability	54
Notice	55
Signature Page	57
Appendix A	—

ARTICLE I.

PURPOSE

1.01 It is the intent and purpose of the parties to establish their entire agreement and covering rates of pay, wages, hours of work, and other terms and conditions of employment for the employees of the Employer as herein defined; to promote and improve orderly and peaceful relations between the Union and the Employer so as to achieve the highest level of performance and efficiency consistent with safety and sustained effort; to prevent or settle peacefully any misunderstandings, disputes or grievances; and to set forth the basic terms governing the relationship between the Employer and the Union and its members so that service may be improved through the cooperation of the Employer and the Union.

1.02 It is understood that the Trustees of the Employer will necessarily have due regard for their responsibility to those who have given funds to the Employer for specific or general educational purposes. The Trustees must also have regard for the general financial condition of the Employer's resources for the mutual benefit of the institution, its students and its employees in all departments. The Union recognizes that the Employer is dependent upon voluntary private contributions and will not knowingly jeopardize the existence of the Employer.

ARTICLE II.

DEFINITION OF TERMS

2.01 **Posting.** Means a procedure through which the University offers a new or vacant position.

2.02 **Fiscal Year.** Means the accounting period of the University, being from July 1st of one year to June 30th of the next year.

2.03 **Calendar Year.** Means the period from January 1st to December 31st.

2.04 **Classifications.** Means the classifications as they appear in the job and pay grade classification table.

2.05 **Union Representative.** Means any bargaining unit employee elected by the bargaining unit to carry out Union duties within the provision of Article 6.

2.06 **Job.** Means a set of tasks, described and grouped into one description assigned by the University to one or several employees.

2.07 **Grievance.** Means any disagreement relative to the interpretation or application of the collective bargaining agreement.

2.08 **Lateral Transfer.** Means the movement of an employee from one position to another position for which the rate of pay is identical.

2.09 **Promotion.** Means the movement of an employee from one position to another position for which the rate of pay is higher.

2.10 **Equivalent Position.** Employment of a similar nature to the employment held by the worker from the standpoint of professional qualifications required job responsibility, salary and benefits. For example, an employee returning from an approved medical leave of absence, employee lay-off or in the case of job elimination.

2.11 **Employee.** Means any bargaining unit person included in the certification and covered by the collective agreement who has completed the probationary period.

2.12 **Probationary Employee.** Means an employee who has not yet completed the probationary period.

2.13 **Seniority.** Seniority is defined as the length of time an employee has been continuously employed in any capacity since his/her hire or rehire following termination of his employment, whichever is later.

2.14 **Union.** Means United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and the Local 737 and/or Bargaining Chairperson.

2.15 **University.** Means Fisk University.

2.16 When the masculine gender is used in this Agreement, the feminine gender shall also apply unless otherwise specified.

ARTICLE III.

RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time, regular, fiscal, clerical and technical employees. When new clerical, fiscal, or technical positions are established, the University will notify the Union President. A full-time employee is defined as an employee who regularly works more than thirty-two (32) hours in each workweek in a permanent position. Such employees located at Fisk University in Nashville, Tennessee will be governed by the provision of this Agreement.

3.02 Clerical, fiscal and technical personnel in the following offices of administration or other equivalent offices in the event of reorganization shall be excluded from the provisions of this Agreement:

- Office of the President
- Office of the Provost
- Business Office
- Office of Human Resources

3.03 All part-time workers who work less than thirty-two (32) hours per week are exempted from all provisions of this Agreement. Students are exempt from all provisions of this Agreement.

3.04 Supervisors shall not devote more than twenty percent (20%) of their time doing work regularly performed by employees in the bargaining unit except in cases of emergencies, repairs, instructions, or experimental, developmental and set-up work.

ARTICLE IV.

MANAGEMENT RIGHTS

All management rights and functions except those, which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer.

ARTICLE V.

NON-DISCRIMINATION

5.01 Employees will be equally free to, or not to, become members of the Union, and there will be no discrimination, intimidation, discipline or coercion by either the Employer or its representatives, or the Union or its representatives or members, against any employee or applicant for employment or because of his participation or refusal to participate in Union membership of activities, provided, that this shall not be interpreted as creating any immunity for an employee from employee rules or from generally applicable standards of employee conduct.

5.02 The Employer and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, sex, national origin, religion, political affiliation, age, physical handicap, union activity, union membership, or veteran status. Fisk University strives to create and maintain an environment in which all employees are treated with dignity, decency and respect. Fisk is committed to providing its employees with an environment that is free from implicit and explicit behavior used to control, influence or affect the well-being of any employee. Accomplishing this goal is essential to the mission of the University, its

commitment to excellence and the respect of all individuals. For this reason, Fisk will not tolerate unlawful discrimination or harassment of any kind.

5.03 All employees, regardless of their position, are covered by and are expected to comply with this Policy, and to take appropriate measures to ensure that prohibited conduct does not occur. Any employee who believes that he or she has suffered discrimination or harassment on the basis of race, gender, sexual harassment, sexual orientation, religion, color, national or ethnic origin, age, disability, or military service should contact the Human Resources Department immediately.

5.04 Fisk is committed to protecting complainants from retaliation. The University makes every effort to protect the dignity of all employees and individuals affiliated with it. Although complete confidentiality cannot be guaranteed, all complaints of discrimination or harassment will be treated with confidentiality, to the fullest extent possible.

ARTICLE VI.

REPRESENTATION

6.01 In order to carry out the provisions of this Agreement, there may be a need to arrange conferences at mutual convenience between the Employer and the Union. At such conferences, a negotiating committee consisting of not more than five (5) Union members shall represent the Union. The Union shall notify the Employer of such designation in writing by mail of the names of the committee members and successors within five (5) days after the date of their selection and shall promptly notify the Employer of any change in the committee membership.

6.02 A steward of the Union shall continue his work in the same manner as other employees except when notified of a grievance in which case the steward will arrange both with his and the aggrieved employee's supervisor a mutually agreeable time to investigate the alleged

violation. The steward will inform his supervisor of the work areas to be visited. If it becomes obvious that the steward will need additional time away from his work assignments in order to investigate the violation, he shall receive written approval from his supervisor. The supervisor shall not unreasonably delay the initial/continuation of the investigation. The supervisor of the aggrieved employee shall notify the steward's supervisor of the need for additional time to complete the investigation of the alleged violation and the person(s) with whom the steward is meeting.

6.03 With the exception of processing grievances and negotiation of contracts, the Union agrees not to transact any business outside the scope of this Agreement on University time or University property except with special permission. Employees called into meetings by the Employer during the regular workday shall be considered at work. This provision shall apply to meetings during the regular workday called for the purpose of collective bargaining and consideration of grievances. Each Union steward will be allowed a reasonable amount of time for the handling of grievances. This provision shall be limited to periods of regular pay and overtime will not be paid under any circumstances. With the written permission of his supervisor, the Secretary-Treasurer of the Union shall be allowed a reasonable time for the purpose of handling insurance and pension matters, provided that the regular work of the office continues to be performed in a satisfactory manner.

6.04 Accredited representatives of the Union who are not employees of the Employer shall be entitled, at reasonable times and so as not to interfere with work operations, to visit the Employer's premises to assist it in the investigation and presentation of grievances after communicating to and receiving written permission from the Chief Human Resources Officer or his designee.

6.05 For the purposes of section 6.03, reasonable time shall mean no more than one (1) business day with the exception of collective bargaining negotiations which shall be no more than two consecutive business days in any given work week. Additional time will need to be approved in advance by the representative's direct supervisor and the Chief Human Resources Officer or his designee. This shall apply to collective bargaining negotiations, grievances or any other absences away from the office under this section.

6.06 For collective bargaining negotiations, the representative needs to provide a calendar of meeting dates as soon as possible prior to the first meeting date to his direct supervisor. The direct supervisor has the option to suggest alternative dates if the proposed dates conflict with the representative's work assignments, duties and responsibilities.

6.07 The union employees shall notify the University in writing of any election of union steward, Local UAW President and Vice President to represent the Union in collective bargaining negotiations, grievances or any other representative capacity.

ARTICLE VII.

CAP CHECK-OFF/CHECK-OFF

7.01 The Employer agrees to deduct and remit all Union membership dues, initiation fees and assessments as provided for in the authorization form set forth below upon conditions that the Union shall furnish the Employer with a written authorization executed by the work in the following form:

"I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union, such amounts, including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of the authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by registered mail,

return receipt requested, not more than sixty (60) days and not less than fifty (50) days before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner.”

7.02 The employer will notify the union of all withdrawals or check-off authorizations when received by it.

7.03 During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each employee executes or has executed the following: "Authorization for Assignment and Check-off of Contributions of UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on File an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

7.04 Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

7.05 A properly executed copy of the "Authorization for Assignment and checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" forms, which have been properly executed and are in effect.

7.06 Deductions shall be made, pursuant to the forms received by the University, from the employee's first union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing.

7.07 The Company agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The University further agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made. This information shall be furnished along with each remittance.

7.08 Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, costs, attorney's fees and other liabilities for damages or penalties that may arise out of by reason of any action that may be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

ARTICLE VIII.

HOURS OF WORK

8.01 The regular workweek is defined as a period of forty (40) hours from Sunday 12:01 a.m. to Saturday 12:00 p.m. This workweek definition will be used to calculate hours for overtime purposes for non-exempt employees. The regular workday is defined as a period of eight (8) consecutive hours, exclusive of a one (1) hour lunch period, Monday through Friday inclusive. Employees shall be allowed a one-hour unpaid lunch break and morning and afternoon breaks for bathroom and fresh air, as appropriate given the workload as determined by the supervisor.

8.02 Employees shall report ready for work at their job location and shall quit work at their job location at the times designated by the Employer unless expressly assigned to overtime work by the Employer.

8.03 Employees who work more than eight (8) hours in one day or in excess of forty (40) hours a week shall be paid at one and one-half (1 1/2) times the straight time rate; all authorized work performed on Saturday will be paid at one and one-half (1 1/2) times the straight time rate; all authorized work performed on Sunday will be paid for at double the straight time rate. In all cases, overtime pay shall be paid for all authorized work performed after forty (40) hours. Employees must receive written approval for all work performed over forty (40) hours as described in this section from his supervisor and/or the Chief Human Resources Officer or his designee.

8.04 The Employer shall determine when overtime is needed and shall have the right to require the performance of such work in accordance with the provisions of this Agreement. Nothing in this Article shall be construed as making the working of overtime compulsory.

8.05 All attendance records shall be submitted to supervisors for their review.

8.06 Employees who report for work at their regular starting time and not having been given notice on the last regular workday not to report to work, shall be guaranteed at least eight (8) hours of pay. Paydays for the employee shall be semi-monthly and a paycheck will be made available to the employee by the Friday following the pay period week.

8.07 Employees called into meetings by the Employer during the regular workday shall be considered at work. This provision shall apply to meetings called for the purposes of collective bargaining and/or consideration of grievances.

8.08 Employees shall be allowed a one-hour unpaid lunch break and morning and afternoon breaks for bathroom and fresh air, as appropriate given the workload as determined by the supervisor.

ARTICLE IX.

WAGE RATES

9.01 In the event of the creation of a new or combined classification the University will submit recommendations to the Union and request the Union to review and provide feedback within five (5) business days. If the University and Union cannot agree on the new job classification and pay grade within an addition ten (10) business days from receipt of Union's Response, the grievance procedure will be followed to determine the job classification and pay grade.

9.02 The wage rates as set forth in Appendix A of this Agreement shall reflect a sixteen percent (16%) salary equity adjustment to bring the salaries for bargaining unit employees in line with both the internal and external agreed upon current marking for the Agreement.

9.03 No new wage rates shall be put into effect without prior notification by the University to the Union.

9.04 The following payroll deductions are permissible within their respective circumstances; withholding tax, United Way, Credit Union, Social Security, Union V-Cap check-off, tax sheltered annuities, and others as authorized by federal, state and local law.

9.05 Severance pay shall be paid at the rate of one (1) week for each year of employment. Any employee who quits his/her employment or is discharged for cause shall not receive severance pay.

ARTICLE X.

FILLING PERMANENT CLERICAL-TECHNICAL VACANCIES

10.01 The University's policy is to attempt to find the best possible candidate for each job offered. When considering an applicant for a job at the University, consideration will be given to

the applicant's prior education, experience, past performance and his overall potential to contribute effectively to the University's operation. Among applicants whose abilities are relatively equal, seniority will prevail.

10.02 In filling permanent vacancies that arise in the job titles covered by this Agreement, employees already employed at the University and who have completed their probationary period will be given first preference in filling such vacancies. The notification of such openings shall be regularly posted for five (5) working days. Internal candidates will be given first consideration for the first five (5) days of the posting. After such time, outside candidates will also be given consideration. A copy of the posting will be made available to the Union on the first day of posting via electronic mail to the attention of the Union Representatives at the University and the Local Union President.

10.03 Annual performance evaluations will be conducted for all Union employees in accordance with the performance evaluation guidelines established by the University. Annual performance evaluations for Union employees will be completed between the months of May – June each year for the current fiscal year period. The purpose of these evaluations is to satisfy SACS requirements.

10.04 Promotions.

10.04(a) Promotions are based on seniority, job performance, and qualifications consistent with Section 10.01.

10.04(b) Among competing applicants for a permanent vacancy within the bargaining unit, the internal applicant with the most seniority, satisfactory job performance, and qualifications for the position who applies within the job posting period and for whom the vacant position will be a promotion shall be given a trial of four (4) months to demonstrate a satisfactory level of

competence in the position as determined by management. If the performance of such a promoted employee is not satisfactory as determined by management, he shall be returned to his previous position with no loss of seniority or pay. This opportunity for an internal applicant to receive a trial in a permanent vacancy shall be granted only once for each such vacancy in order to satisfy the requirements of Section 10.02 of this Article. However, the Employer may offer the vacancy to another internal employee provided he is qualified. Following the unsuccessful trial, the Employer may hire any applicant from any source for the vacancy.

10.04(c) An employee receiving a trial shall be paid at his existing level of pay pending his successful completion of the trial period, after which he will be retroactively paid at the scale for the new position for the first day of his trial period. Employees who do not successfully complete the trial period for said position would revert to previous position and retain same rate of pay.

10.04(d) In the event an internal applicant is to be given a trial in a new position, the Chief Human Resources Officer or his designee will notify the employee's current supervisor of this fact.

10.05 Transfers.

10.05(a) An employee may be assigned temporarily to fill a vacancy for the convenience of the Employer in satisfying the requirements for efficient operation of the University. Temporary transfers shall be for a period of no longer than forty (40) working days, including but not limited to, transfers to other positions and/or departments during the University's summer schedule. The University will transfer the least senior of those employees, whose supervisor may be absent for all or part of the summer session. If the job to which the employee is transferred provides for a higher rate of pay such employee shall be paid the higher rate during the period of transfer.

Employees who are transferred shall submit their timesheets to their new supervisor as in the normal course of business and shall get written approval for all overtime subject to the provisions of this Agreement.

10.05(b) The Union agrees that the University will discuss such transfers with the Union, but that the University retains the right to transfer employees within the same job classification permanently from one office to another to meet the needs of the University.

10.06 When an employee accepts a transfer outside of bargaining unit, he shall continue to accumulate seniority for thirty (30) days, after which time he may return to the bargaining unit as a new employee if there is a permanent vacancy.

10.07 The Union will be notified within three (3) days of any transfers, new hires, phase-outs, and new positions among employees covered by this Agreement.

10.08 Hiring freezes oftentimes occur involving full-time bargaining unit and non-bargaining unit positions. In the event a need arises to fill a full-time, non-bargaining unit position, the University will fill a comparable full-time, bargaining unit position, as the need arises. The University agrees that it will discuss any decision not to fill a vacant bargaining unit position with the Union, but that the University retains the right to make decisions to meet the needs of the University.

10.09 In the event of vacancies that are not the result of temporary hiring freeze, the University will have no more than ninety (90) days in which other employees, temps or supervisors may absorb the increased workload, to allow the University time to reevaluate the needs of the office/department.

If the vacancy is of ninety (90) days or more, and a Union employee has assumed the role of the vacant position, the University will pay the wage rate of the vacant position to the affected

Bargaining Unit employee(s) retroactively from day one (1), until such time that the vacancy is filled. As of the ninety-first (91st) day, supervisors will adhere to Section 3.04 of the Collective Bargaining Unit Agreement.

ARTICLE XI.

SENIORITY

11.01 Definition and Applicability of Seniority.

11.01(a) Seniority is defined as the length of time an employee has been continuously employed in any capacity since his/her hire or rehire following termination of his employment, whichever is later.

11.01(b) Seniority shall apply in layoffs, recalls and the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

11.02 Probationary Employees. A new employee shall be on probation during the first six (6) months after his date of hire or rehire. A new employee shall have no seniority rights until his/her probationary period has been satisfactorily completed. Upon satisfactory completion of the probationary period, his seniority date shall be the date of hire or rehire. A probationary employee may be laid off or discharged as exclusively determined by management, without recourse by the employee or the Union to the grievance procedure.

11.03 Layoffs.

11.03(a) A layoff is defined as a planned reduction in the work force that is usually the result of Fiscal distress, reduction in volume of work or other equivalent business reason. The Union will be notified two (2) weeks prior to any layoffs. The Employer will notify the affected employees to be laid off.

11.03(b) In the event of a layoff, the principle of seniority shall be adhered to provided that the employee(s) affected have the ability to perform the work at a satisfactory level.

11.03(c) During a layoff, probationary employees shall be laid off first; then regular employees will be laid off on the basis of seniority.

11.03(d) If there exists a vacancy in another position within the bargaining unit for which an affected employee who has completed the probationary period has the necessary skill, job performance, and qualifications to perform the duties of the position, such qualified employee scheduled to be laid off shall be offered such vacancy in accordance with seniority. The employee shall be paid at the rate of the new job. Such an employee shall be given a trial period of four (4) months to demonstrate a satisfactory level of competence in the new position. If the performance of such an employee is not satisfactory as determined by the University, he shall be laid off with no further recourse to the bumping provisions herein outlined.

11.03(e) Any employee who is selected for layoff who has completed the probationary period may exercise his/her seniority to displace the less senior employee in an equal or lower rated classification in the bargaining unit provided that the employee has the necessary, skill, job performance and qualifications to perform the duties of the position with only a minimum training and learning period. An employee displaced by another employee under this section may exercise his or her seniority to displace a less senior employee in an equal or lower rated position in the bargaining unit, but only one such displacement will be permitted. Such displacement may be reviewed by the Union Representative, Employee's supervisor, and the Chief Human Resources Officer or his designee.

11.04 Voluntary Layoffs.

11.04(a) An employee may elect to take a voluntary layoff in lieu of exercising his transfer rights as outlined in Section 11.03 (d) above.

11.04(b) An employee electing a voluntary layoff as provided in 11.04(a) above, shall, at the time he is notified of his displacement or layoff: (1) notify the Employer in writing of his election to take a voluntary layoff, (2) whether he desires recall to any job in the unit where an opening occurs or (3) whether he desires recall only to the job classification from which he elected to take such voluntary layoff.

11.04(c) An employee who gives notice of his desire to accept recall must take the first available job opening offered to which his seniority, past job performance and qualifications entitles him or any further right to recall will be deemed to have been waived.

11.04(d) An employee who gives notice of his desire to accept recall only to his former job classification will not be notified or offered a job in any other classification while on voluntary layoff, but must take the first available job opening offered to his former job classification to which his seniority entitles him.

11.04(e) Employees who remain on layoff for sixty (60) days or more may notify the Employer to change their election to recall rights.

11.04(f) Employees electing voluntary layoffs shall lose all seniority rights and rights of recall after the expiration of eighteen (18) months from the date of such voluntary layoff.

11.05 Employees on layoff shall be recalled in the order of seniority and shall be given a trial period as stated in section 11.03(d). Such new trial period does not begin a new six (6) month probationary period.

11.06 Seniority shall be lost when an employee:

11.06(a) resigns or retires;

11.06(b) is discharged for just cause;

11.06(c) fails to report for work within five (5) working days from the receipt of the recall notice sent by the Employer by certified or registered mail, return receipt requested, to the last known address in the Employer's records as furnished by the employee concerned, unless a reasonable explanation is given in writing for such failure to report. Such reasonable explanation is subject to review and approval by the Employee's supervisor, Union Representative, and Chief Human Resources Officer or his designee;

11.06(d) fails to report for work on the next regular working day following the end of a leave of absence, unless a reasonable explanation is given in writing on the expected day of return. Such reasonable explanation is subject to review and approval by the Employee's supervisor, Union Representative, and Chief Human Resources Officer or his designee;

11.06(e) gives a false reason for obtaining a leave of absence;

11.06(f) is laid off or absent from work in excess of eighteen (18) months.

11.07 A seniority list will be provided to the local union representative and local union president upon request.

11.08 In all cases arising after the date of this Agreement where seniority, in accordance with the provisions of this Article based on the same hiring date, creates a preference problem, the employee with the highest last four digits of his social security number will have the greatest seniority.

ARTICLE XII.

DISCIPLINE AND DISCHARGE

12.01 The right of dismissal and maintenance of discipline among the employees shall be the duty and responsibility of the Employer, including the right to discipline, suspend or discharge employees. The Employer shall not discipline, discharge or suspend any employee without just cause.

12.02 Where instance of violations of work rules exists some disciplinary action may be taken, ranging from a written warning through immediate discharge. For minor offenses the Employer will follow the principle of corrective discipline:

12.02(a) A written warning for first offense must be issued within ten (10) days of the offense:

- Excessive patterns of absenteeism, tardiness or leaving early.
- Minor neglect of, or failure to satisfactorily complete assigned duties or performance improvement plans as outlined in a performance evaluation or written memorandum to the Employee.
- Failure to call in according to departmental policies when unable to report for work.
- Failure to report back to work from authorized breaks in a timely fashion.
- Unproductive use of work time.
- Working unauthorized overtime.
- Use of business phones/Internet access for personal reasons.
- Carrying unauthorized persons in University vehicles.
- Failure to interact collegially, maturely and effectively with co-workers, students or other individuals with whom the employee comes in contact.
- Having unauthorized family members or friends in the work area unless they are participating in an authorized University-sponsored event.
- Unauthorized use of University resources.

12.02(b) Disciplinary suspension without pay for the second offence (10 day maximum).

12.02(c) Dismissal for the third offense.

12.03 The violation of any three (3) different work rules, each requiring a written warning and discussion in any twelve (12) month period may result in dismissal of the employee.

12.04 The Union and the Employer agree that causes for immediate dismissal may be the following:

12.04(a) Refusal to obey orders from immediate supervisor or refusal of the employee to perform any work or duties assigned to him within the normal expectations of the scope of his responsibilities and/or job description of the position, with the required condition that the order or assignment does not pose legitimate safety concerns.

12.04(b) Violation of safety rules resulting in injury to person or property.

12.04(c) Unauthorized absence of three (3) consecutive days without satisfactory reason or prior notice.

12.04(d) Dishonesty or theft, including deliberate falsification of Employer records, such as timecards, and deliberate recording of false information or omission of material information from employment applications or other University-related documentation or forms.

12.04(e) Serious neglect of duty.

12.04(f) Deliberate destruction or removal of the Employer's or other employee's property.

12.04(g) Leaving the premises while on duty without obtaining permission of supervisor, except in emergencies.

12.04(h) Fighting or other physical violence resulting in injury to person or property.

12.04(i) Personal misconduct, which substantially impairs the individual's fulfillment of his institutional responsibilities.

12.04(j) Sexual harassment.

12.04(k) Positive test results for alcohol and drug abuse after confirmation of no false positive test or evidence of prescription drugs.

12.04(l) Possessing an unauthorized weapon on University premises.

12.04(m) Conviction of a crime involving controlled substances, dishonesty, violence or other behavior that impairs suitability for employment.

12.04(n) Failure to report a criminal conviction to the person designated by the Office of Human Resources within five (5) days of a conviction.

12.04(o) Visiting explicit or pornographic websites or other inappropriate use of the internet, including social websites and checking personal email accounts.

12.05 Dismissal will be by written notice to the employee. The Union shall be notified of the dismissal.

12.06 In the event the Union determines that discharge or suspension is for unjustifiable cause, the matter may be taken up in accordance with the procedure set forth herein for the adjustment of grievances. All discharge cases or grievances submitted to arbitration shall be adjusted without delay. An employee found to have been improperly discharged or suspended, by arbitration as herein provided, shall be reinstated on such terms as the arbitrator may direct. An employee who is ordered to be reinstated shall not suffer any loss of seniority rights by reason of an improper discharge.

12.07 Any warning in effect for twelve (12) months from the date of issuance shall not be considered for purposes of any disciplinary actions, but may be used in any subsequent arbitration proceedings.

ARTICLE XIII.

GRIEVANCES

13.01 The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that may arise under this Agreement. Any grievance as defined herein initiated by an employee or group of employees shall be handled solely in accordance with this grievance procedure.

13.02 For purposes of this Agreement, a grievance is defined as a claim or dispute between the Employer and the Union as to the interpretation or application or involving an alleged violation by the Employer of the terms of this Agreement.

13.03 When any grievance arises, the same shall be settled as promptly as possible in the following manner:

Steps/Procedures

13.03(a) Any bargaining unit employee, and/or steward, who wishes to file a grievance shall complete a grievance form and present it to the Office of Human Resources. The written grievance shall contain the following information: the exact nature of the grievance, the acts or acts complained of and the date they occurred, the identity of the grievant or grievants, the specific section or provision of this Agreement that the grievant or grievants claim the Employer has violated, and the remedies sought.

13.03(b) The Office of Human Resources shall arrange a meeting with the aggrieved employee and/or Bargaining Chairperson and Local Union President and the supervisor at the earliest convenient time to all parties, but not to exceed ten (10) days after the receipt of the grievance and shall render an answer to the grievance as early as possible but not later than five (5) working days after said meeting is held.

13.04

13.04(a) In the event the University or Employee does not answer a grievance within the time limits set forth in the grievance procedure, the respective grievance shall be considered settled in favor of the non-violating party unless the time limits have been extended by mutual agreement in writing. All reasonable requests for extension will be accommodated.

13.04(b) Settlement of a grievance by failure to comply with the time limits specified shall not constitute a precedent in any other case.

13.04(c) At any of the steps provided herein above, the time limits specified shall not constitute a precedent in any other case.

13.05

13.05(a) Grievances must be presented within five (5) working days after the employee knew or by reasonable diligence should have known of the facts giving rise to the grievance and if not so presented shall be waived.

13.05(b) General grievances of disputes affecting the employees in a unit as a whole may be submitted directly to the Chief Human Resources Officer by the Bargaining Chairperson or his designee within the time limits set forth in this section.

13.06 Arbitration Procedure.

13.06(a) If a grievance is not satisfactorily settled within the grievance procedure, the grievance may be submitted to arbitration within thirty (30) days of the final answer from the Chief Human Resources Officer and the Union shall specify the articles and sections of the contract allegedly violated and the issue to be resolved to the Employer prior to submission to arbitration.

13.06(b)

- (1) It is understood and agreed between the parties that the Arbitrator acting under this Article shall not have the power to add to, subtract from, to disregard, or to modify any of the provisions of this contract and shall have authority to decide only the issues submitted. The decision of the Arbitrator selected shall be final and binding upon the Employer, the Union and the employee(s) involved insofar as the Arbitrator's decision does not exceed the power and authority specified above.
- (2) In rendering a decision or award in a discharge or disciplinary layoff case, if the Arbitrator finds that the employee was not discharged or disciplined for just cause, any award of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Employer during his absence. If such employee has received unemployment compensation from any state or federal agency, the full amount received shall be deducted from the back pay and remitted to said agency.

13.06(c) Arbitrator's fees and expenses shall be shared equally between the parties. Each party, however, will bear its own legal expense and cost incidental to witnesses.

13.06(d) In no event shall the arbitration decision be retroactive beyond three (3) days before the date on which the grievance was initially filed as herein above set forth.

13.06(e) By mutual agreement, the parties may select an arbitrator and in the event they cannot agree, the parties shall select an arbitrator from a list(s) of five (5) names submitted by the Federal Mediation and Conciliation Service. Requests for such lists shall be made by either party

in accordance with the provisions of paragraph (a) of this section. The Employer shall strike the first name from the list submitted; the Union shall strike the second name.

13.06(f) An arbitrator may have more than one (1) grievance submitted to him and under consideration by him at any one time unless the parties otherwise agree in writing.”

13.07 In the event the Employer wishes to file a grievance, it shall bring said grievance to the President of the Union, and shall meet with Union Representatives within five (5) working days. The Union shall answer the grievance in writing within five (5) working days after such meeting. If the grievance cannot be resolved, the grievance may then be submitted to arbitration under the arbitration procedures set forth herein.

ARTICLE XIV.

INSURANCE AND RETIREMENT BENEFITS

14.01 Medical and Prescription Drug Coverage. The University’s portion of the base plan medical and prescription drug premium is \$4,584.00 for the coverage plan year, October 1, 2015 to September 30, 2016. Base plan premium rates may be adjusted each October, and the most current rates can be found in the Office of Human Resources. In the event that healthcare premiums increase in the base plan for subsequent years of this Agreement, the University’s obligation for the increase in premium is capped at 11%. If available, an Employee may select a buy-up plan option, which depending on the plan design, will require the Employee to pay the difference between the base plan and the buy-up plan offered by the University.

14.02 Dental Coverage. The University’s portion of the dental premium is \$216.24 for the coverage plan year, October 1, 2015 to September 30, 2016. Dental premium rates may be adjusted each October, and the most current rates can be found in the Office of Human Resources. In the event that dental premiums increase for subsequent years of this Agreement, the University’s

obligation for the increase in premium is capped at 11%. Any Employee who elects coverage for his/her dependent(s) will be responsible for paying the full cost of the premium for such dependent coverage.

14.03 Vision Coverage. The University's portion of the vision plan premium is \$68.04 for the coverage plan year, October 1, 2015 to September 30, 2016. Vision premium rates may be adjusted each October, and the most current rates can be found in the Office of Human Resources. In the event that vision premiums increase for subsequent years of this Agreement, the University's obligation for the increase in premium is capped at 11%. Any Employee who elects coverage for his/her dependent(s) will be responsible for paying the full cost of the premium for such dependent coverage.

14.04 Pension Plan. Beginning on September 1, 2003 for each hour or portion thereof for which an employee in the bargaining unit receives pay, up to a maximum of forty (40) hours per week, the Employer shall make a contribution of \$.50 per hour to the NIGPP. (NOTE: The signed document the University has with NIGPP is the controlling document regarding contribution rates.)

14.05 The employees in the bargaining unit commenced participation in the NIGPP effective September 1, 2003. The benefit to be provided to the employees covered by this agreement will recognize all years of service in the bargaining unit after February 1, 1995.

14.06 It is understood that contributions to the NIGPP shall be payable on behalf of employees for all hours of pay, including hours worked, holidays, vacations, overtime hours, and sick days, up to a maximum of forty (40) hours in any work week.

14.07 Contributions provided for herein to the NIGPP shall be paid by the Employer monthly and shall be accompanied by a completed remittance report. That report shall be provided

and sent to the NIGPP and the Union with both payment and report due on the tenth (10th) day of the month following the month covered by the report. In the event the Employer fails promptly to pay amounts owed for pension benefits, the Employer shall pay such collection costs, including court or arbitration costs and reasonable attorney's fees, as the NIGPP or the Union shall incur in collection, and shall pay the NIGPP interest at such rates as the Trustees of NIGPP shall fix from time to time.

14.08 The Employer agrees to be bound to all the terms and provisions of the Agreement and Declaration of Trust establishing the NIGPP and all amendments made thereto.

14.09 Employees in the bargaining unit shall be eligible at their option to continue to participate in the Employer's retirement plan (TIAA/CREF) that is offered to non-bargaining unit employees. Participation in the TIAA/CREF retirement plan shall be in addition to the NIGPP provided that no matching contribution will be made by the Employer and only the employee electing to participate in that program will contribute on his or her behalf to such retirement plan. The amount that this employee contributes to the University TIAA/CREF plan must meet the contribution guidelines as outlined in that plan document. The University TIAA/CREF plan is subject to change at any time without prior notice and the employees electing to take coverage under this plan are subject to such change.

14.10 The National Industrial Group Pension Plan shall provide the Employer semi-annually with a report of receipts, disbursements, including benefits paid out, and other information necessary to ensure the Employer that the plan is a sound one and efficiently operated.

14.11 Officials of the National Industrial Group Pension Plan shall have the right to examine relevant employee records of the Employer pertaining to the Employer's payment of the

National Industrial Group Pension Plan, after receiving the approval of the Chief Human Resources Officer or his designee.

14.12 Where employees in the local Bargaining Union Unit are transferred or promoted to positions of employment which are not covered by this contractual Agreement, the University will continue to include these employees under its pension plan, if requested.

ARTICLE XV.

HOLIDAYS

15.01 The following days shall be recognized as schedule holidays:

- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day

15.02 Additional holidays may be added at the University's discretion and are subject to change at any time. Holidays to be administered in accordance with the published University holiday schedule and policy. The yearly University holiday schedule is to be posted no later than January 31. Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday shall be observed on the preceding Friday, provided that holidays falling on

any other day of the week may be celebrated on other days, as indicated by the University Holiday Schedule.

15.03 Floating Holidays. In addition to vacation time, all employees are eligible to receive three (3) floating holidays (24 work hours). These days are requested using the Leave Request Form. These days can be used at a time mutually agreed to by the employee's supervisor and employee. Floating holidays cannot be carried forward at the end of the fiscal year. If an employee is later required to work on one of these approved floating holidays, he will be paid at his regular hourly rate, but will be allowed to take such a floating holiday at another mutually agreeable time.

15.04 Floating holidays are pro-rated for all new hires of the University, based upon the employee's month of hire. New hires are eligible for the following amount of floating holidays:

<u>Month Hired</u>	<u>No. Days</u>
July – October	3
November – February	2
March – June	1

Thereafter, the new hire will be eligible for three (3) floating holidays for each fiscal year. Floating holidays cannot be carried forward at the end of the fiscal year. Upon termination of employment, an employee is not eligible to receive payment for unused floating holidays.

15.05 Regular full-time employees, who have completed their probationary period, shall be paid for such recognized holidays not worked in an amount equal to their base hourly rate of pay times their regularly scheduled straight shift hours per day not to exceed eight (8) hours for any one day.

15.06 To be entitled to receive regular pay for a holiday, an employee must have worked both the scheduled workday before and the next scheduled workday after the holiday, unless absent

due to authorized vacation, paid leave of absence or death in the immediate family, jury duty, or illness confirmed in writing by a doctor's statement or another reasonable excuse.

15.07 From time to time, the nature of the Employer's business requires it to operate on days, which are designated as holidays. In the event of such an occurrence, the Employer may request the employee to work on a holiday. Employees scheduled to work on a holiday after receiving two (2) work days' advance notice who fail to report for such work shall not be entitled to pay for the holiday but receive regular pay.

15.08 Employees who are required to work on a regularly scheduled holiday shall be entitled to take two (2) days, as agreed to by both the Employer and the Employee, as a holiday or to receive two (2) times his regular rate of pay in lieu thereof at the employee's option.

ARTICLE XVI.

VOTING TIME

16.01 Fisk University considers voting in local, state and national elections to be a civic duty. Normally, employees should be able to vote on their own time, either by voting before or after work or by obtaining an absentee ballot. In the unusual case that an employee cannot vote through these methods, upon request he shall be given upon to two (2) paid hours for time off to vote.

16.02 The employee's supervisor will decide when during work hours the employee will be released to vote, unless regulated by state law. To minimize staffing problems, employees should provide advance notification of the need for time off to vote.

ARTICLE XVII.

VACATION

17.01 Vacation time is earned in varying amounts for each month a full-time employee is in a pay status with the University. Vacation time is accrued and accounted for on a fiscal-year bases, which runs from July 1 – June 30 inclusive.

17.02 Vacation time may be carried forward; however, the maximum number of accumulated days may not exceed thirty (30) days (240 work hours) at any time. After the successful completion of the probationary period, the employee shall be credited with 10.02 vacation hours and shall earn vacation time as follows, beginning with the most recent date of hire:

<u>Years of Service</u>	<u>Vacation Accumulation Rate</u>
0 – 1 year	Five (5) working days accumulated at the rate of 3.34 hours per month, per year.
1 - 5 years	Ten (10) working days accumulated at the rate of 6.67 hours per month, per year.
5 – 7 years	Fifteen (15) working days accumulated at the rate of 10 hours per month, per year.
7 or more years	Twenty (20) working days accumulated at the rate of 13.34 hours per month, per year.

17.03 When a holiday falls within a scheduled vacation leave, the vacation period shall be extended by one (1) day.

17.04 Requests for vacation time should be submitted using a Leave Request Form that is approved by the employee’s supervisor and forwarded to the Office of Human Resources for processing. Vacation leave requests should be submitted to the supervisor as far in advance as possible, so that arrangements can be made to accommodate the employee’s absence from work.

17.05 Upon termination of employment, an employee will be compensated for earned but unused vacation time, provided that the Office of Human Resources has received a written notice

of resignation at least thirty (30) days prior to resignation for monthly employees and ten (10) days for biweekly employees.

17.06 Vacation will continue to accrue during paid leaves; however, vacation shall not accrue during unpaid leaves of absence.

17.07 Employee shall be given a choice of vacation on the basis of seniority standing. The Employer shall have the right to schedule the time at which an employee is to be granted a vacation, but will endeavor to arrange a schedule which will be in accord with the convenience and desires of the employees.

17.08 At the time of termination for any reason, other than dismissal by the employer, an employee giving the Employer two (2) weeks written prior notice, and who has satisfactorily completed his probationary period, shall be paid for accrued unused vacation.

17.09 Rate of pay for vacation period shall be the employee 's regular straight-time hourly rate at the beginning of his vacation period. Individuals who provide prior written request will have their checks mailed to an address specified in a written request to the University. Such requests may not be honored in cases of termination.

17.10 A scheduled holiday, which occurs during the vacation of an employee, shall be a holiday.

ARTICLE XVIII.

LEAVES OF ABSENCE

18.01 After an employee has completed the probationary period, the University may grant personal leaves of absence, without pay, when requested in writing by an employee, provided that such leaves are needed for justifiable reasons. A personal leave of absence will be granted for a period longer than ninety (90) days by mutual consent of the employer and the Union, up to a period of one (1) year. An employee shall not accumulate seniority time during personal leave of

absence. An employee on paid sick leave, maternity leave, or leave for career enhancement related to the Employee's job at Fisk, will continue to accumulate seniority (and other benefit rights as described in his Union membership and the contract with the University) during the approved leave period.

18.02 An employee granted a personal leave of absence for an extended illness or Union Representation will retain his seniority for period of twelve (12) months provided that he is able to prove that he was unable to return to work within that twelve (12) month period. If the employee is not able to return to work within that twelve (12) month period, he will lose his seniority unless reasonable medical documentation is provided.

18.03 At the termination of a personal leave of absence, referred to in Section 18.01 above, the employee will be returned to his or her former position if the position is vacant or an equivalent one, if such is available. At the termination of a personal leave of absence, referred to in Section 18.01 above, the employee will resume his seniority where it ended at the commencement of the leave of absence, and shall receive the prevailing rate of pay for the job to which he has been assigned. The Employee, however, may reapply as a new employee for future positions as they become available.

18.04 Not more than two (2) employees elected as delegates to their Union's annual National Convention shall be granted a personal leave of absence with pay for not more than two (2) days.

18.05 The Employer shall supply the Union with a list of persons on leave and will keep same current quarterly. This list shall include the date each leave commences and terminates.

18.06 The University shall supply the Union with a list of person on leave and include it with the dues check off listing. This list shall include the date each leave commences and terminates.

ARTICLE XIX.

MILITARY LEAVE

19.01 An employee who is a member of the National Guard or Military Reserve will be granted a leave of absence without pay when ordered to active duty for annual training.

19.02 Employees who have entered, or who hereafter shall enter, the Armed Forces of the United States, shall accumulate seniority during such service including intermittent military leave, and upon completion of such service, shall be entitled to reinstatement as may be required UNDER THE APPLICABLE LAWS OF THE United States. All requests for Military Leaves must be in writing and must be accompanied by a copy of the Induction Notice of Orders to Report.

ARTICLE XX.

MATERNITY LEAVE

20.01 Fisk University recognizes an employee's desire to balance work and specific family issues or needs. The University will grant leave without pay to all eligible employees for certain family and medical reasons. The Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve (12) weeks of job-protected leave in a twelve (12) month period. This rolling twelve (12) month period is measured backward from the date the leave is used. Where state law provides leave in excess of twelve (12) weeks, it will apply. Employees may not engage in gainful employment while on FMLA leave.

20.02 ELIGIBILITY GUIDELINES.

20.02(a) Under the FMLA, an employee who has been employed at the University for at least twelve (12) months or who has worked at least 1,250 hours during the twelve (12) month period preceding the date the employee's leave is scheduled to commence, is entitled to take up to twelve (12) weeks of unpaid FMLA leave in a twelve (12) month period for any of the following reasons.

- For his/her own "serious health condition" as defined in the FMLA
- For the birth of his/her child and to care for his/her child after birth
- For placement of a child with him/her for adoption or foster care
- To care for his/her child, parent, or spouse who has a serious health condition

20.02(b) An employee taking leave to which he or she is entitled under the FMLA may substitute, at the employee's discretion, any paid sick leave earned under the Agreement for any unpaid FMLA leave taken by the employee. The employer shall not require any employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee. FMLA leave may run concurrently, where applicable with other similar leaves mandated by state or local law including workers' compensation, state and local family leave law, and state pregnancy and disability leave laws.

20.03 SPOUSES AT FISK.

In the event spouses work for the University, each shall be entitled to FMLA leave independent of each other but cannot be taken concurrently for the same family member.

20.04 NOTICE OF APPROVAL OF LEAVE.

20.04(a) Employees are required to complete a family and Medical Leave Act Request form. Requests shall be submitted to the employee's Department Head and Office of Human Resources for proper approvals.

20.04(b) When the need for leave is foreseeable, the FMLA Request Form must be submitted thirty (30) days in advance of the effective date of the leave. In the event of an unforeseeable need, the employee must provide as much notice as is practicable, but not later than two (2) working days after learning of the need for leave except in extraordinary circumstances where such notice is not feasible. Medical certification for leaves that are unforeseeable must be provided within fifteen (15) calendar days of the occurrence requiring the leave. The University has the right to designate a leave as a FMLA leave under any applicable state or local leave statutes.

20.04(c) Benefits provided for the collective bargaining unite employees shall continue during such leave, on the same basis as employees actively working and the leave will not affect other benefits which are based on an accrual.

20.04(d) The University reserves the right to require that affected employees obtain subsequent re-certification to support continuing state or federal statutory leave. The University may also require the employee to get a second medical opinion, if deemed appropriate, at the University's expense.

20.05 ADJUSTED OR REDUCED SCHEDULE.

20.05(a) Once the appropriate medical certification is obtained, under certain circumstances an employee may take intermittent or reduced work schedule leave. Where FMLA leave is taken because of a birth or placement of a child for adoption or foster care, an employee may take FMLA leave intermittently or on a reduced leave schedule for any of the reasons listed under Eligibility Guidelines.

20.05(b) During the time period requiring the intermittent or reduced schedule, the employee can be temporarily transferred to an alternative position, which better accommodates the

business needs and the employee's recurring absences. The alternative position will provide equivalent pay and benefits during the temporary transfer.

20.06 BENEFITS DURING AN APPROVED LEAVE.

20.06(a) An employee on leave under this policy will continue to receive coverage under the agreed health care plan outlined in this Agreement at the level and under the conditions that such coverage would have been provided if the affected employee had continued working for up to twelve (12) weeks during the term of an approved FMLA leave, and longer if mandated by state or local leave statutes.

20.06(b) The Office of Human Resources should be contacted prior to the commencement of leave in order that appropriate arrangements for the payment of premiums can be established. At this time the employee will be notified of the right to continue health care coverage under COBRA, as well as his/her responsibility for the payment of any health care premiums paid on his/her behalf during the leave should he/she not return to work.

20.06(c) The employee's benefits premium will be automatically deducted from any portion of the leave that is paid from the payroll. During any part of the leave that is unpaid, the employee is responsible for paying his/her normal benefits premium to the Office of Human Resources by the first (1st) day of each month. If the appropriate premium payments are not received by the end of the month, or at the end of any applicable grace period, regular coverage will end and COBRA coverage will be offered.

20.07 RETURNING FROM LEAVE.

20.07(a) Before returning to work, employees on FMLA or state or local statutory leave due to their own serious health condition or birth of a child, will be required to present certification

from their health care provider(s) that they are able to resume work. The medical certifications must list any restrictions that may apply.

20.07(b) Employees who take their leave under this policy will have their positions held while on approved leave, or they may be placed in equivalent positions upon return to the University.

20.07(c) The employee may return to work prior to the expiration of the leave; provide he or she gives the University five (5) days advance notice, along with certification for medical provider.

20.07(d) Employees who cannot return to work on the scheduled date of return must notify the Office of Human Resources to request an extension of their statutory leave before the leave expires. The request for extension (with supporting documentation) must be in writing and submitted at least five (5) days prior to the expiration of the leave.

20.07(e) Any extension beyond the twelve (12) weeks granted by the FMLA and any additional time granted under state or local law should be considered sick leave as described in this Agreement. Employees must apply for personal leave and otherwise comply with the University's Personal Leave Policy.

20.08 FAILURE TO RETURN FROM LEAVE.

If an employee does not return to work on the approved date of the return, he/she will be subject to Section 11.06(d). COBRA coverage will be offered at the time (sooner if the employee has not made timely benefits payments).

20.09 WORKERS' COMPENSATION AND RETURN TO WORK POLICY.

Fisk University will comply with all workers' compensation laws applicable to employees who are injured on the job or who contract an occupational illness. Workers' compensation leave runs concurrently with FMLA and state and local statutory leave.

20.10 SENIORITY/VACATION/SICK/FLOATING HOLIDAYS.

Seniority, vacation, sick and floating leave will still accrue during any period of FMLA and state and local statutory leave time for which an employee is being paid.

ARTICLE XXI.

SICK LEAVE

21.01 Sick leave is defined as an absence of an employee from work by reason of personal illness or accident.

21.02 Any employee who abuses the sick leave privileges set forth in this Article shall be subject to discipline including discharge. Employees shall not be entitled to pay for unused sick leave.

21.03 All full-time employees covered by this Agreement shall be granted sick leave at the rate of one (1) day per month. Such sick leave shall be allowed to accumulate to a maximum total of sixty (60) days – four hundred eighty (480) hours.

21.04 A probationary employee shall not be entitled to paid sick leave. A probationary employee shall accrue sick days from date of hire, but will not be eligible to use the sick leave until the completion of the employee's probationary period.

21.05 To be eligible for benefits under this Article, an employee who is unable to report for work must notify his supervisor before the start of his regularly scheduled workday or as soon

as possible thereafter, provided a reasonable excuse is presented for the employee's inability to call earlier.

21.06 A Doctor's statement will be required for an employee who is absent from work for sick leave for three (3) or more working days. Failure to present such a statement when requested may result in a denial of sick leave and shall be subject to Section 12.04(c).

21.07 Employees are not entitled to receive pay for accumulated sick leave upon termination of employment.

21.08 When an employee is injured on the job, the applicable provisions of the Tennessee Workers' Compensation Act shall apply.

21.09 An employee taking leave to which he or she is entitled under the FMLA may substitute, at the employee discretion, any paid sick leave earned under the Agreement for any unpaid FMLA leave taken by the employee. The employer shall not require any employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee.

ARTICLE XXII.

BEREAVEMENT LEAVE

22.01 Fisk University recognizes that bereavement is a difficult time for an employee. The University will therefore ensure that the employee is able to attend to necessary family matters without loss of earnings and will provide an employee with time off upon the death of an immediate family member, for purpose of making funeral arrangements or attending the funeral. The employee will notify his supervisor within 24 hours of the employee not reporting for his shift.

22.02 Immediate family consists of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents or grandchild. If additional time is needed, the employee may

use accumulated vacation time. If vacation time is not available, the employee may request leave without pay.

22.03 All full-time employees are eligible to take up to three (3) working days off as leave with pay for a death in his immediate family as defined in Section 22.02. All time off must be taken on consecutive days. Pay for the period of absence will be computed at the regular rate of pay. A one (1) day leave of absence will be granted so that employees can attend the funeral of a relative who is not an immediate family member. Employees are expected to use personal time to attend the funeral of a close friend.

22.04 The employee should not assume that the University knows the details surrounding bereavement within the family. The employee, or employee's family member, should immediately notify the employee's supervisor of the bereavement.

22.05 In addition to forwarding bereavement details to the Office of Human Resources, it is also the responsibility of the supervisor to inform the Office of Human Resources, in the event that the employee has requested the details of the funeral arrangements to be disseminated to staff within the campus. In such instances, the Office of Human Resources will issue a formal communication to the faculty and staff at Fisk. The Office of Human Resources will arrange for an expression for the University's condolences to be sent to the employee, or employee's family as directed by the supervisor or President.

22.06 The University reserves the right to request documentation or information that confirms leave to be taken under this policy. If a Leave Request Form is not filed before the leave date, one must be filed within three (3) working days after returning to work. Failure to file a formal Leave Request Form may result in forfeiture of paid leave.

ARTICLE XXIII.

JURY DUTY

23.01 Fisk University considers jury duty and witness duty a civic responsibility and will not discriminate against any employee who is called to serve as a juror or witness.

23.02 An employee who requests leave with pay for jury duty must notify his supervisor and the Office of Human Resources when summoned to appear for duty as a juror in a local, state or federal court. Pay for such service shall be at the employee's regular rate of pay, upon submission of proof of service. Allowances provided to the employee by the court for service shall not be refunded to the University. An employee must return to work upon early dismissal of jury duty, unless there remains less than two (2) hours of the regular workday.

ARTICLE XXIV.

TUITION ASSISTANCE, REMISSION AND EXCHANGE

Fisk University's tuition assistance and tuition remission programs are an extension of the University's education and development initiative, which is designed to provide employees with additional opportunities for career and personal development for themselves and their children through formal education. It is imperative, however, that participation in this initiative does not interfere with the employee's position responsibilities. In the event that it does, the manager has the right to deny the employee future tuition assistance and tuition remission opportunities. Furthermore, these initiatives are administered within the annual budget approved by the Board of Trustees and, therefore, are dependent upon the financial condition of the University. Finally, the President of the University may deny these perquisites at any time.

A. TUITION ASSISTANCE FOR EMPLOYEES STUDYING AT FISK

Fisk University will provide educational assistance for courses taken at the University by the eligible employee classifications identified below:

- regular, full-time employees of the University who have completed one (1) year of continuous service and have attained a minimum of a satisfactory rating in the employee's last performance evaluation, and
- regular, part-time employees with at least five (5) years of continuous service who have attained a minimum of a satisfactory rating in the employee's last performance evaluation.

Fisk University will waive the course tuition for one (1) academic course per semester. Moreover, there is a limit of four (4) credits per semester. The employee is responsible for paying all fees, including any fees associated with the course. To remain eligible for tuition assistance, the employee must remain in good academic standing, with a minimum cumulative grade point average (GPA) of 2.0 each semester, and a minimum of a satisfactory rating in the employee's most recent performance evaluation.

Courses must be approved by an Academic Advisor, first, and by the employee's supervisor, in advance of enrollment. In addition, the unit head must include the cost of the course in the unit's budget; consequently, interested employees should request advanced permission and that their managers include the cost of enrolling in a course in the annual budgeting process. If funds are not budgeted, the request for assistance may be denied.

The University will not provide tuition assistance for repeat courses.

Tuition assistance must be reimbursed if employee:

1. Does not satisfactorily complete the course within 3 months of its ending date,
2. Does not receive a grade of "C" or better, or
3. Leaves Fisk University before completing the course.

B. TUITION REMISSION FOR DEPENDENTS OF EMPLOYEES STUDYING AT FISK UNIVERSITY

Tuition Remission is provided for courses taken at Fisk University. Fisk University will provide educational assistance for degree-seeking dependents of regular, full-time employees who satisfy the eligibility criteria outlined below, with a value not to exceed 131 undergraduate credit

hours or 42 graduate credit hours, based on the academic program of study. Furthermore, since this initiative is administered within the annual budget approved by the Board of Trustees it is dependent upon the financial condition of the University. It can be denied at any time by the President.

A dependent is defined as “children, natural or adopted, or step children of individuals employed by Fisk University under twenty-four (24) years-of-age.”

C. ELIGIBILITY FOR TUITION REMISSION

The University will grant tuition remission students who meet regular minimum admission requirements of a 2.70 GPA and a 21 ACT score (or SAT equivalent). Students who fail to meet the regular admission requirements will not receive tuition remission. In addition, eligible students must file the Free Application for Federal Student Aid (FAFSA) and any other financial aid forms required by the University.

Courses must be approved, and tuition budgeted, in advance of enrollment. Tuition remission students must complete the Dependent Tuition Remission Form and obtain appropriate approvals, as prerequisites to participating in the program. The form must be completed at least thirty (30) days prior to the beginning of each semester. Forms are available in the Office of Human Resources.

Eligible students may receive tuition remission for a maximum of four (4) academic years, with proration of the number of years for transfer students. Students must make satisfactory progress toward graduation to continue in the program.

Tuition remission students are responsible for paying all fees, including any fees associated with the course(s). To remain eligible for tuition remission, the student must remain in good academic standing, with a minimum cumulative grade point average (GPA) of 2.0, and the employee must maintain a minimum of a satisfactory rating in his or her performance evaluations.

The University will not provide tuition remission benefits for repeat courses.

D. TUITION EXCHANGE POLICY

I. Introduction

Beginning with the fall of 2012, Fisk University became a member of the Council of Independent Colleges' (CIC's) Tuition Exchange Program. Dependents of Fisk University employees who are eligible for dependent tuition remission are also eligible to apply for certification for Tuition Exchange Program awards at any of the nearly 400 participating colleges and universities in the United States.

II. Policy Statement

Because the Tuition Exchange Program requires each institution to maintain a balance between dependents from the home institution and students coming from other institutions, it is necessary to limit the approval for Tuition Exchange Program certifications to five per academic year. Because of these limitations, the Tuition Exchange Program should not be considered an entitlement.

III. Guidelines

The Tuition Exchange Program Benefit Plan may provide benefits to a child of a full-time faculty member, full-time staff person, or emeritus faculty member who meets the following requirements. The student must,

- (1) qualify as a child (eligible children are children born to the University employee (and not adopted by another) and children adopted by the University employee prior to the commencement of the academic year) of a current or former full-time faculty or staff member who, prior to the first day of classes for the term for which tuition exchange benefits are sought, meets one of the following criteria:
 - a. he or she is a full-time faculty or staff member who has completed three years of continuous full-time service with Fisk University immediately prior to the first day of classes for which tuition

- exchange benefits are sought; or
- b. he or she is a former full-time faculty or staff member who was employed for more than seven consecutive years by Fisk University and he or she terminated employment with the University by reason of his or her death or by reason of retirement upon or after the attainment of age 60; and
- (2) must not have been awarded a Bachelor's degree;
 - (3) must have met the established requirements for admission to the participating Tuition Exchange University;
 - (4) must, once admitted, continue to meet existing requirements to maintain satisfactory academic progress at the participating Tuition Exchange University, and
 - (5) must not have reached his or her 24th birthday by the first day of classes for which Tuition Exchange Benefits are sought.

If the number of eligible applicants seeking Tuition Exchange Program certification is less-than-or-equal-to five, all applicants will be approved for certification to apply for a Tuition Exchange Program award. In the event that more eligible employees apply for the program than can be accommodated, their length of service at Fisk University will be the factor utilized for certification. Eligible applicants with the longest, continuous full-time service at Fisk University will be certified first to apply for a Tuition Exchange Program award. If an eligible employee presently has one dependent receiving tuition remission through the Tuition Exchange Program, additional dependents will be rank ordered below the last eligible applicant until the sibling's slot becomes available. In the event that employees applying have the same service date, ties will be broken by a lottery system, drawing one name at a time.

Tuition Exchange Program awards are limited to a maximum of eight semesters of continuous, full-time undergraduate enrollment or until completion of a baccalaureate degree, whichever occurs first. Consult the Tuition Exchange Liaison Officer at the exchange institution where the student may enroll to ascertain the institution's Tuition Exchange Program policies and

procedures. Renewal eligibility for the Tuition Exchange Program requires annual re-certification by the University Benefits Office, satisfactory academic standing, and compliance with Tuition Exchange renewal requirements at the awarding exchange institution.

The existence of this program does not negate nor modify in any way the admission requirements at any of the Tuition Exchange schools or the required academic standards for continuing as an enrolled student. Eligibility for course registration and maintaining student status is subject to the requirements established by the Tuition Exchange participating schools. Fisk University and the Tuition Exchange Program reserve the right to modify or terminate this program at any time.

IV. Enrollment Process at Fisk University

The Office of Human Resources must receive new student applications for Tuition Exchange Scholarship certification by 5:00 p.m. on October 1, before the student's first fall semester of enrollment. For renewal student applications for Tuition Exchange re-certification, the Office of Human Resources must receive applications by March 1, before the student's next fall semester of enrollment. If October 1 or March 1 fall on a weekend, holiday or non-scheduled University workday, applications must be received in the Office of Human Resources by 5:00 p.m. of the first scheduled University workday following October 1 or March 1. Applications for certification/re-certification may be obtained from the Office of Human Resources.

The Office of Human Resources will acknowledge the receipt of each submitted application. The Office of Human Resources will notify applicants in a timely manner if they have been approved for certification to apply for a Tuition Exchange Program award. Those making application but not approved for certification will be placed on a waiting list in rank order of the employees' length of service. Applications received after the deadline will not be considered.

V. Enrollment at Other Participating Institutions

The Chief Human Resources Officer has been formally appointed to facilitate Fisk University Tuition Exchange Program matters. The Chief Human Resources Officer will prepare, authorize, and submit the Tuition Exchange Application/Certification Form to the Tuition Exchange Liaison Officer at the institution(s) to which the student is applying for a Tuition Exchange Program award. The Liaison Officers at the exchange institutions will notify the student that his or her application has been accepted or rejected, by returning completed copies of the Application/Certification Form to the student and the Chief Human Resources Officer at Fisk University.

A Tuition Exchange award notification will specify the Tuition Exchange Program's award value as well as the institution's charges for tuition and fees, room and board, and any other policies and procedures of the institution's Tuition Exchange Program award. Students need to be aware of charges not funded by the Tuition Exchange Program award, as well as any requirements students must meet in order to maintain Tuition Exchange Program award eligibility.

VI. Failure to Notify of Your Award Status

All applicants approved for Tuition Exchange Program certification must notify the Chief Human Resources Officer in writing of their Tuition Exchange Program award status no later than May 1 of the year immediately preceding their Fall enrollment. Failure to notify the Chief Human Resources Officer will result in the student's Tuition Exchange Program eligibility certification being given to another applicant. Many of the schools in the Tuition Exchange network receive numerous applications from eligible Tuition Exchange candidates and use a merit system to select a small percentage of applicants. Some of the schools with large applicant pools are able to make offers to a majority of the applicants who qualify for admission because they sponsor a large

number of exports. Employees and their children are encouraged to apply to more than one Tuition Exchange institution in order to maximize the chance that a Tuition Exchange seat is awarded to them at the college or university to which they apply.

University employees who have questions or need assistance with these guidelines may contact the Office of Human Resources at 615.329.8718.

ARTICLE XXV.

JOB SAFETY

25.01 The Employer and the Union and all employees covered hereby, agree to cooperate in the enforcement of and adherence to all safety and health rules and regulations issued or adopted by the Employer, or any local, state or federal administrative agency, including the provisions of the Occupational Safety and Health Act of 1970 and all regulations adopted thereunder.

25.02 All employees shall wear all personal protective equipment and utilize all safety devices required to be worn by the employees under such rules and regulations. Any employee who disregards or fails to abide by safety rules and regulations shall be subject to disciplinary action, including discharge.

25.03 If any new job safety work rule or regulation is adopted by the Employer, a copy of the same shall be forwarded to the Union and the Employer, and the Union will meet and discuss its reasonableness and its implementation upon request by the Union. The Union may reserve the right to challenge the reasonableness of the new job safety work rule.

25.04 The Employer will provide, at no cost to the employees, all safety equipment and protective devices, that are or may be required to be worn under regulations and standards adopted under the Occupational Safety and Health Act of 1970, or any similar state or federal law, or under safety rules and regulations adopted by the University.

ARTICLE XXVI.

BULLETIN BOARD

With the approval of the Office of Human Resources, Union notices of a noncontroversial nature may be posted on the University's bulletin boards. Hard copies of such postings must be presented to the person designated by the Office of Human Resources and receive a stamped-approval on the hard copy prior to posting. Approval will not be unreasonably denied. University postings may be found on the University's website and the University will email new job postings to all employees whose positions fall within the Collective Bargaining Agreement.

ARTICLE XXVII.

EMERGENCY CLOSING

27.01 As a residential campus, the occurrence of severe weather or the need for an emergency closing does not completely close the University. When our students are present, a certain level of essential services still must be provided regardless of the circumstances.

27.02 Authorized Closing. The closing of the University and its operations, as determined by the President, for a specified duration.

27.03 Emergency Closing. Those conditions, as determined by the President, which severely hamper an employee's ability to travel to and from work, or remain at work. Examples include severe weather, fire utility failure, need for an evacuation and so forth.

27.04 Essential Personnel. Those employees identified by the President and/or department heads are required to work during periods of authorized or emergency closings. Examples of essential personnel may include, but are limited to: Residence Hall Directors & Assistants, and employees in Facilities & Grounds, Physical Plant, Dining and Security Personnel.

27.0 Non-Essential Personnel. Those employees who are not required to work during periods of authorized or emergency closings.

27.06 Closing Decisions and Announcement Information. The President, or assigned designee, is responsible for making the decision to formally cancel Fisk University activities (or open late). The President's decision concerning an authorized or emergency closing is communicated to the Vice President of Communications and Public Relations, who will communicate the decision via public media. Employees may call the University's Security Office at 615-329-8777 or refer to appropriate announcements placed on the following radio and television stations:

- Three (3) main TV Stations, Channels 2, 4 and 5.

Please note that although an announcement may state that the University is closed, classes may still be in session, even if other events or administrative activities are cancelled for the day. Unless otherwise directed by the President, Vice President of Communications and Public Relations or department head, essential University personnel will still be required to report to work.

27.07 Essential Personnel. When severe weather or a similar circumstance occurs, the University will attempt to maintain full service levels. Unless the University formally cancels activities, all offices and service operations are expected to remain open with at least the University's essential personnel. In such circumstances, however, supervisors may make judgment calls about whether a specific individual's presence outweighs safety concerns (e.g., travel risks) or other factors. However, it is generally expected that essential personnel will be required to work in order to ensure essential services. In addition, other employees may be required to report to campus as needed. Employees who are required to report must make all necessary arrangements

to do so. Failure to report when required may result in disciplinary action. For its part, the University will make efforts to facilitate and accommodate such required personnel, as it deems appropriate.

27.08 Compensation for Non-Essential Personnel. If the University is forced to close during a workday or fails to open because of adverse conditions, either environmental (weather), operational or other emergency, full-time and part-time non-essential personnel will receive credit for the day(s) involved based upon the number of hours an employee is regularly scheduled to work. Employees on approved leave with pay (i.e., vacation or sick leave, etc.) on an authorized closing day will be charged leave. When the weather is questionable, employees are expected not to leave the University without approved notice. If an employee decides to leave or fails to report to work due to weather, the employee will be expected to notify his supervisor as promptly as possible, and the time take will be charged to earned vacation or floating leave time. If not earned leave time is available, the employee will take leave without pay.

27.09 Compensation for Essential Employees. Employees who are required to work on a day with the University has formally cancelled activities will be compensated for all time worked, in accordance with current University pay policies. No formal adjustments are made to the pay of essential staff for partial day absences, with the expectation that any missed work is made up during the course of the individual's subsequent schedule. Please note that student and temporary employees are not eligible for administrative leave, compensatory leave or administrative pay.

ARTICLE XXVIII.

NO STRIKE -NO LOCKOUT

28.01 The parties agree that during the term of this Agreement and any extension thereof, the sole and exclusive means of resolving disputes between the Employer and the Union or any

employee or employees shall be in accordance with the grievance and arbitration procedures set forth in this Agreement.

28.02 No Strikes. For the duration of this Agreement, and any renewals thereof, the Union, its officers, agents, representatives and members and employees in the bargaining unit shall not in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, sit-in, slowdown, cessation or stoppage of work at any of the University's operations. Any employee who violates any of the provisions of this Article by inciting or inducing any other employee to violate these provisions or by participating in any activities in violation of this Article shall be subject to immediate discipline or discharge. If the Employer discharges or otherwise disciplines any employee for taking part in a strike, walkout, picketing, work stoppage, slowdown, boycott or any other interference with the operation or conduct of the Employer's business or for inciting or inducing any other employee to take part in any such activities, only the question of fact as to whether the employee took part in such activity or inducted or encouraged such activity shall be subject to review throughout the grievance or arbitration procedures of this Agreement. No employee shall be subject to discharge or discipline for refusing to cross a lawful picket line, which would endanger or which the employee reasonably believes would endanger his safety.

28.03 In the event of any violation of any provision of Section 2 of this Article by the Union, its members or representative or by any such strike, sit-down, sit-in, slowdown, or stoppage of work, boycott, picketing or other interference with or interruption of the operations of the University occurs, the Union shall immediately, upon request by the University, take all steps reasonably necessary to discourage such actions, including but not limited to:

28.03(a) Publicly scolding such action by the employee;

28.03(b) Notifying the employee of its disapproval of such action and instruct such employee to cease such action and return to work immediately;

28.03(c) Posting notices on the Union bulletin boards advising that it disapproves such action;

28.03(d) Compliance by the Union with this provision shall be deemed compliance pursuant to the Union's obligation under this Article.

28.04 The Employer agrees that during the duration of this Agreement, it shall not lock out its employees.

ARTICLE XXIX.

THE UNION AS PARTY AT INTEREST

The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this Agreement for the discussion and determination of grievances and disputes, and that it would detract from this relationship if employee or groups of employees seek to interpret or enter the Agreement on their own initiative. No individual employee or group of employees may initiate any arbitration proceeding or move to confirm or vacate an arbitration award shall be in writing signed by the Union and the Employer.

ARTICLE XXX.

EXPRESSED UNDERSTANDING AND SEVERABILITY

30.01 The parties expressly declare and acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the full

exercise of that right and opportunity are set forth in this Agreement. Each hereby voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or to specifically referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement. Any provisions or aspect of wages, hours or other working conditions or benefits not covered by the provisions of this Agreement, whether provided by the Employer in the past or not, are hereby expressly eliminated and waived.

30.02 If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of the law in a final judgment, the parties will confer in an effort to agree upon suitable substitution thereof, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The Arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event the essence and spirit of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties thereto from their rights and liabilities hereunder or limit the rights of liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

NOTICE

Any notice provided for in this Agreement shall be given to the Union at its local address and to the Employer at its local address.

This Agreement shall go into effect as of July 1, 2016, or immediately upon receipt of notification in writing to the University by the Union to the effect that this Agreement has been

duly ratified, and shall continue in full force and effect until June 30, 2019, and it shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other, by Registered Mail, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired, and specify what changes are being requested.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized this ____ day of _____, 2017.

FOR FISK UNIVERSITY

Frank L. Sims, Interim University President or his designee

Date: _____

FOR THE LOCAL 737

International Representative

Local Union President

Unit Chairperson

Date: _____