

## ARTICLE 8

### PERSONNEL FILES/PERFORMANCE EVALUATIONS/JOB CLASSIFICATIONS MEAL AND REST PERIODS/UNIFORMS AND TOOLS/SAFETY/FEES WORK RULE DISTRIBUTION

#### A. PERSONNEL FILES

An employee may review his/her personnel file in Human Resources at any reasonable time during normal working hours, by appointment. The employee may request a copy of material in his/her own personnel file at no charge. The University may charge a reasonable fee for additional copies.

#### B. PERFORMANCE EVALUATIONS

1. Periodic performance evaluations will be completed by the University and maintained in the official personnel file for employees covered by this Agreement.
2. A copy of the completed performance evaluation form will be furnished to and discussed with the employee. The employee will then sign the evaluation. Such signature will not indicate concurrence with the evaluation but that the evaluation was actually reviewed with the employee.
3. Following a discussion with his/her supervisor concerning the performance evaluation, the employee will be granted five (5) working days in which to prepare a statement which he/she may have added to the evaluation form.
4. While the actual results of a performance evaluation are not considered grievable, it is recognized that an employee may refer to such evaluations when presenting grievances on matters concerning the terms and conditions of employment as defined in this Agreement.
5. Bargaining unit members assigned to Self Directed Work Teams (SDWT) will also abide by team performance standards and evaluation procedures outlined in the SDWT Operating Guidelines, upon adoption.

#### C. JOB CLASSIFICATIONS

1. The University is solely responsible for the development of position specifications, descriptions, job content, determination of promotional tests and assignment of appropriate values to such tests, and the classification and reclassification of bargaining unit members as provided under this Article.
2. When the University creates a new classification or reclassifies an existing position, the Local Union Official (and bargaining unit employee where applicable) will be notified in writing of the new classification title, pay grade, and position description. Pay treatment, due to reclassification, is outlined in Article 13, Pay Plan/Wages of this Agreement.
3. A Job Analysis Review Board (JARB) shall participate in the review process of employee-initiated position classification re-evaluations. This Board will consist of two (2) hourly employees selected by CWA, two (2) administrators, and one (1) representative from Human Resources. The Board will be chaired by the Human Resources representative. Recommendations submitted by the JARB are advisory and will be considered in the re-classification decision. The Board shall review written employee requests and accept testimony from the affected work group and first-line supervisors.

4. Employees may initiate a request for position re-evaluation twice within the duration of this agreement. An approved Job Analysis Questionnaire (JAQ) must be submitted directly to the employee's supervisor with a copy to Human Resources no later than January 15. The Board's review will be concluded within thirty (30) work days from that date. The final reclassification decision resides with Human Resources and will be concluded and communicated to appropriate parties within thirty (30) work days from receipt of the Board's recommendations. Resulting pay adjustments, if applicable, will become effective the next full pay period.
5. Upon notice of the results of the review, an employee has ten (10) working days to appeal and request reconsideration of the results. At least three (3) members of the Board (1 bargaining unit, 1 administrator, and the Human Resources representative) will meet to review the appeal. The results of this appeal are final and are not grievable.
6. Position classifications are established in accordance with the University's Hourly Position Evaluation System. Re-classification of existing positions will occur when: a) the University adds significant new responsibilities of a higher level to an existing bargaining unit position; or, b) the University removes significant duties from an existing bargaining unit position. For purposes of this section "significant" is defined as changes affecting at least 20% of the position's duties requiring greater or lesser skills, knowledge, and experience.

#### **D. MEAL AND REST PERIODS**

1. Rest Periods

There will be two (2) fifteen (15) minute rest periods in each regular shift each work day.

2. Scheduling of Rest and Meal Periods

The rest and meal periods will be scheduled by the supervisor. Rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, as long as such half shift is at least three (3) hours in duration. Such rest breaks may not be scheduled immediately before or after the meal period or at the start or end of a shift.

Meal periods, except with express supervisory approval and for infrequent and unusual circumstances, shall not be scheduled at the first or last hour of the work day.

Employees shall promptly be at the appropriate work station or area performing their assigned tasks immediately preceding and following each meal and/or rest period.

#### **E. UNIFORMS AND TOOLS**

1. Tools - The University shall provide the necessary tools or equipment for each department as deemed necessary by the University. Employees assigned use of work tools or equipment are responsible for loss or damage of such. Employees who are assigned tools or equipment shall present any damaged tool(s) to the supervisor for replacement or shall sign a lost tool statement for record-keeping purposes.
2. Uniforms - The University will establish a uniform allotment for custodial, utility and maintenance workers adequate to comply with standards set forth by the University, not to exceed the equivalent of \$225 for uniforms per year for University-approved apparel.

## **F. SAFETY ISSUES AND EQUIPMENT**

1. The University and Union agree that the safety of all its employees and students is a matter of highest importance and that each will promote and encourage safety in all matters, including safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees. The Union and University will cooperate in encouraging employees to observe applicable safety laws, rules and practices. The University will not assign any employee to engage in any activity in violation of applicable safety laws, rules and regulations. Failure to observe safety rules may result in implementing procedures as outlined in Article 19, Discipline.
2. The Union will have an official representative to the University's Joint Safety Committee. The University will continue to provide and maintain a safe working environment and will actively involve the Union in its safety program, particularly in respect to safety issues which impact employees.
3. All employees shall, as soon as possible, report unsafe working conditions or equipment to their supervisor/coach. Any employee involved in an accident shall report the accident and any injury sustained no later than 24 hours from the incident and in compliance with University procedures. The employee and supervisor shall, with assistance from a security guard, complete an accident report on the form provided by the University. This form must identify witnesses to the accident and shall be signed by the employee, security guard, witness(es), and/or supervisor/coach. Upon request, the University will provide the Union Safety Representative with a copy of an accident report involving a member of the bargaining unit.
4. The University shall provide employees information regarding toxic or hazardous substances as required by law.
5. The University shall provide appropriate protective clothing and safety equipment in connection with an employee's assigned duties as required by applicable federal and/or state law.
6. Employees shall not be disciplined for reasonable failure or refusal to engage in unsafe practices which would violate applicable federal, state and/or local safety laws.
7. Grievances which clearly involve circumstances that could result in bodily harm will be processed beginning at Level II of the grievance procedures as outlined in Article 6, Grievance Procedure of this Agreement. It is understood by the University that any discipline for an employee's failure to comply with the provisions of this Article or abuse of University property is subject to the grievance process as outlined in Article 6, Grievance Procedure.

## **G. PARKING AND ATHLETIC CENTER FEES**

1. Upon implementation of a parking fee, all bargaining unit employees shall make, in accordance with rates applicable to all other employees, payment to the University when using university parking facilities, during regulated time frames. The fee shall not exceed \$6.00/month for employees choosing to park in lots designated as "general parking." The fee to park in "reserved lots" shall be in accordance with the University's pricing policies for all employees.
2. All bargaining unit employees have access to the University Athletic Center, in accordance with facility rules at no cost.

## **H. WORK RULE DISTRIBUTION**

The University may distribute a copy of work rules to all existing employees and new hires, as applicable.