



OHIO
UNIVERSITY

and



AFSCME

Local 1699 Ohio Council 8
AFL-CIO

Collective Bargaining Agreement

***Effective 5:01 p.m. on March 1, 2010
to 5 p.m. on March 1, 2013***

***"A contract between
the parties."***

TABLE OF CONTENTS

Introduction	4
Article 1 Affirmative Ation	5
Article 2 Nondiscrimination	5
Article 3 Ohio Revised Code	6
Article 4 Management Rights	6
Article 5 Union Membership	7
Article 6 Union Recognition	8
Article 7 Protection of the Bargaining Unit	18
Article 8 Contracting for Services	19
Article 9 No Lock Out—No Strike	19
Article 10 Hours of Work and Overtime	20
Article 11 Equalization of Overtime	22
Article 12 Seniority, Layoff, and Recall	30
Article 13 Work by Supervisors	34
Article 14 Job Posting and Transfer Procedure	34
Article 15 Progression Schedule	38
Article 16 Classifications	43
Article 17 Pay Plan	55
Article 18 Wages	59
Article 19 Appointments	61
Article 20 Management Orders	67
Article 21 Examinations	67
Article 22 Grievance Procedure	68
Article 23 Union Stewards	73
Article 24 Labor-Management Meetings	75
Article 25 Occupational Health	75
Article 26 Meal Costs	76
Article 27 Clean-Up Time	76
Article 28 Safety Committee	77
Article 29 Parking	78
Article 30 Bulletin Boards	78
Article 31 Employee Notice	78
Article 32 Rest Periods	78
Article 33 Discipline	79

Article 34	Leaves of Absence	80
Article 35	Sick Leave	86
Article 36	Vacation Leave	88
Article 37	Holidays	90
Article 38	Insurance	92
Article 39	Educational Benefits	93
Article 40	Uniforms	96
Article 41	Campus Safety	98
Article 42	Chillicothe and Zanesville Regional Campuses . .	101
Article 43	Alcohol and Other Drugs	102
Article 44	Drivers of Commercial Motor Vehicles	105
Article 45	Training and Development	109
Article 46	Savings Clause	112
Article 47	Entire Contract	112
Article 48	Termination	112
Article 49	Voluntary Dispute Settlement Procedure	112
	Execution	114
Appendix A	Wage Rates	115
Appendix B	Summary of Insurance Benefits	116
	Memorandum of Understanding	
	Re: Article 18, "Me Too" Clause	121
	Memorandum of Understanding	
	Re: Environmental Services Shop	122
	Memorandum of Understanding	
	Re: Domestic Partner Benefit	123
	Memorandum of Understanding	
	Re: Controls Shop and Air Conditioning/ Refrigeration Shop Consolidation to create the HVAC Shop	124
	Memorandum of Understanding	
	Re: Dining Services Operations Job Postings	125

INTRODUCTION

Ohio University (hereinafter referred to as "University") and Local 1699 and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as "Union") having engaged in discussions and presentations of positions for the purpose of establishing harmonious employment relationships, have as a result agreed on certain principles (hereinafter "Contract") and state as follows:

- A. The Union agrees that the principle of productivity is essential for the continuation of employment, fair wages and benefits, and good working conditions for bargaining unit employees and therefore agrees that the Union and all bargaining unit employees it represents will provide a productive, full day's work and will strive for and encourage the elimination of absenteeism, tardiness and other practices which curtail productivity.
- B. It is recognized that the University is a public trust operated for the benefit of students for their education.
- C. It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.
- D. It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.
- E. It is the intent and purpose of the parties to set forth herein their Contract covering wages, hours, terms and other conditions of employment; to provide Union members in the bargaining unit with dues checkoff; and to provide for a prompt and fair process for the settlement of grievances.
- F. It is understood that those topics specified as non-negotiable under Chapter 4117 of the Ohio Revised Code are excluded from this Contract. The provisions of this Contract take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered under this Contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.

- G. This Contract and its attachments shall be printed in sufficient quantities that shall enable each party to have an adequate supply on hand and shall be provided to each member of the bargaining unit. The University shall supply a copy to each new employee. The University and the Union shall share equally the cost of printing the Contract.

ARTICLE 1 AFFIRMATIVE ACTION

The University and the Union, in recognition of the desirability of an equitable and broad based representation of minorities and women throughout the institution, hereby declare a policy of actively seeking minorities, women, disabled persons and veterans to apply for vacancies in areas where they are unrepresented or under represented. For the purpose of this Contract, minority group personnel will be defined as those employees who are Black, American Indian, Asian, or of Hispanic origin. The goal of such policy shall be to seek an appropriate representation of women, disabled persons, minorities and veterans in accordance with vacancies available at the University.

ARTICLE 2 NONDISCRIMINATION

- A. Neither the University nor the Union shall discriminate against any employee covered by this Contract in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, veteran status, political belief, disability or religious affiliation. Neither the University nor the Union will discriminate against an employee because of sexual orientation gender identity or gender expression.
- B. Neither the University nor the Union shall interfere with the right of employees covered by this Contract to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- C. The term employee or employees where used herein shall refer to employees in the bargaining unit.

ARTICLE 3 OHIO REVISED CODE

Chapter 124, Ohio Revised Code, and attendant Department of Administrative Services rules are not applicable to employees covered by this Contract.

ARTICLE 4 MANAGEMENT RIGHTS

- A. Ohio University retains the sole and exclusive right to manage its operations, buildings and plants and to direct the work force. The right to manage shall also include the authority to establish and maintain personnel policies as well as operating policies and procedures, and reasonable work rules not inconsistent with the express provisions of this Contract.

- B. The right to manage the operations, buildings and plants and to direct the work force includes, but is not limited to, the following:
 - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, establishment of employee training programs, its overall budget, utilization of technology, and organizational structure;
 - 2. Direct, supervise, evaluate or hire employees;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; determine the necessity for overtime and the number of employees necessary for overtime work;
 - 5. Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
 - 6. Determine the adequacy of the work force;
 - 7. Determine the overall mission of the employer as a unit of government;
 - 8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.
- C. These aforementioned management rights, except as specifically abridged by this Contract, are retained by the University and remain the exclusive right of management.

ARTICLE 5 UNION MEMBERSHIP

- A. The University will deduct biweekly Union dues and the initiation fee for any regular full-time or permanent part-time employee in the bargaining unit in the amount established by the Union upon receipt of an individual written authorization card executed by the employee for that purpose and bearing the employee's signature.
- B. Deductions will be made based on cards submitted at least fourteen (14) calendar days prior to the date upon which dues deductions are made.
- C. All employees who have completed their new hire probationary period, or completed sixty (60) calendar days of employment, whichever is less, and who are not members in good standing of the Union on the day following completion of their probationary period or completion of their 60th day of employment, shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the University by AFSCME Ohio Council 8 and will be implemented in accordance with Section 4117.09 of the Ohio Revised Code.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

- D. Total AFSCME dues, initiation fee and fair share fee deductions are payable to the AFSCME Ohio Council 8 Controller. Such deductions and an alphabetical list of names of all employees whose dues and/or fees have been deducted shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which each deduction is made.

- E. The University will deduct biweekly PEOPLE contributions for any employee in the bargaining unit in the amount set forth by the employee upon receipt of an individual written authorization card executed by the employee for that purpose and bearing the employee's signature. The PEOPLE deduction is strictly voluntary and may be canceled or revoked at any time by the employee upon written notice to the University and the Union.
- F. The Union agrees that it will indemnify and save the University harmless from any action commenced by an employee against the University arising as a result of the deductions made under this Article.
- G. The University will provide the Local Union President with a copy of any dues deduction revocation slips for bargaining unit employees.
- H. The University shall notify the Local Union President or designee at least one week in advance of orientation meetings scheduled for new employees by the University. The Local President shall have the right to attend the orientation session and shall be permitted to make a presentation to employees who have been hired into bargaining unit positions. In the event the Local President is unable to attend the orientation session, the Local Vice President may be released from work to attend. In the absence of the President and Vice President, a Union table officer (Secretary, Treasurer or Executive Board member) may be designed to attend the orientation session.
- I. Upon request by AFSCME, Ohio Council 8, the University shall provide a list of bargaining unit members' home addresses so that the Union may comply with its responsibilities under Chapter 4117 of the Ohio Revised Code.

ARTICLE 6 UNION RECOGNITION

- A. The University recognizes the Union as the sole and exclusive representative of the bargaining unit. The unit for purposes of this Contract is all of the following departmental classifications,

CUSTODIAL SERVICES

- Custodial Worker 1
- Custodial Worker 2

Utility Worker

CARPENTER SHOP

Maintenance Repair Worker 1
Assistant Mason
Mason 1
Mason 2
Assistant Carpenter
Carpenter 1
Carpenter 2
Building Maintenance Specialist

PLUMBING SHOP

Maintenance Repair Worker 1
Assistant Plumber
Plumber 1
Plumber 2
Building Maintenance Specialist

RELIEF MAINTENANCE SHOP

Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Relief Maintenance Specialist

SHEET METAL SHOP

Maintenance Repair Worker 1
Assistant Sheet Metal Worker
Sheet Metal Worker 1
Sheet Metal Worker 2
Building Maintenance Specialist

CARPET AND TILE SHOP

Maintenance Repair Worker 1
Assistant Interior Surfaces Installer

Interior Surfaces Installer 1
Interior Surfaces Installer 2
Building Maintenance Specialist

PAINT SHOP

Maintenance Repair Worker 1
Assistant Plasterer
Plasterer 1
Plasterer 2
Assistant Painter

Painter 1
Painter 2
Building Maintenance Specialist

KEY SHOP

Maintenance Repair Worker 1
Assistant Locksmith
Locksmith 1
Locksmith 2
Building Maintenance Specialist

ENVIRONMENTAL SERVICES

Maintenance Repair Worker 1
Assistant Environmental Services Worker
Environmental Services Worker 1
Environmental Services Worker 2
Building Maintenance Specialist

ELECTRIC SHOP

Maintenance Repair Worker 1
Assistant Electrician
Electrician 1
Electrician 2
Building Maintenance Specialist

PREVENTIVE MAINTENANCE

Maintenance Repair Worker 1
Assistant Preventive Maintenance Technician
Preventive Maintenance Technician 1
Preventive Maintenance Technician 2
Building Maintenance Specialist

HEATING PLANT

Laborer
Boiler Maintenance Worker
Boiler Operator 1
Boiler Operator 2
Maintenance Repair Worker 1
Assistant Boiler Repair Worker
Boiler Repair Worker 1
Boiler Repair Worker 2
Assistant Boiler Repair/Water Treatment Worker
Boiler Repair/Water Treatment Worker 1
Boiler Repair/Water Treatment Worker 2
Assistant Stationary Engineer
Stationary Engineer

Maintenance Repair Worker 2
Treatment Plant Aide
Steamfitter
Treatment Plant Operator

TUNNEL MAINTENANCE

Maintenance Repair Worker 1
Assistant Steamfitter
Steamfitter 1
Steamfitter 2
Assistant Machinist
Machinist 1
Machinist 2
Building Maintenance Specialist

CONTROLS SHOP

Maintenance Repair Worker 1
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2
Building Maintenance Specialist

LIFE SAFETY

Maintenance Repair Worker 1
Assistant Safety System Technician
Safety System Technician 1
Safety System Technician 2
Building Maintenance Specialist

AIR CONDITIONING/REFRIGERATION

Maintenance Repair Worker 1
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2
Building Maintenance Specialist

ZONE MAINTENANCE

Maintenance Repair Worker 1
Assistant Zone Maintenance Specialist
Zone Maintenance Specialist 1
Zone Maintenance Specialist 2
Building Maintenance Specialist
Building Maintenance Specialist/Resource Center Specialist

CONSTRUCTION SHOP

Laborer
Maintenance Repair Worker 1
Maintenance Repair Worker 2

Maintenance Repair Worker 3
Maintenance Repair Worker 4
Assistant Mason
Mason 1
Mason 2
Assistant Carpenter
Carpenter 1
Carpenter 2
Assistant Plumber
Plumber 1
Plumber 2
Assistant Sheet Metal Worker
Sheet Metal Worker 1
Sheet Metal Worker 2
Assistant Interior Surfaces Installer
Interior Surfaces Installer 1
Interior Surfaces Installer 2
Assistant Plasterer
Plasterer 1
Plasterer 2
Assistant Painter
Painter 1
Painter 2
Assistant Locksmith
Locksmith 1
Locksmith 2
Assistant Environmental Worker
Environmental Worker 1
Environmental Worker 2
Assistant Electrician
Electrician 1
Electrician 2
Assistant Preventive Maintenance Technician
Preventive Maintenance Technician 1
Preventive Maintenance Technician 2
Assistant Steamfitter
Steamfitter 1
Steamfitter 2
Assistant Machinist
Machinist 1
Machinist 2
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2
Assistant Safety System Technician
Safety System Technician 1

Safety System Technician 2
Building Maintenance Specialist

GROUNDS EQUIPMENT MAINTENANCE

Automotive Service Worker
Assistant Automotive Mechanic
Automotive Mechanic 1
Automotive Mechanic 2

GROUNDS EQUIPMENT OPERATORS

Equipment Operator 1
Equipment Operator 2
Equipment Operator 3

GROUNDS MAINTENANCE (LOWER CAMPUS)

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

GROUNDS MAINTENANCE (UPPER CAMPUS)

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

GROUNDS MAINTENANCE (HPER/ATHLETICS)

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

EAST GREEN GROUNDS MAINTENANCE

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

SOUTH GREEN GROUNDS MAINTENANCE

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

WEST GREEN GROUNDS MAINTENANCE

Laborer

Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

RESIDENTIAL CUSTODIAL SERVICES

Custodial Worker 1
Custodial Worker 2

UNIVERSITY MOVING SERVICES

Assistant Mover
Mover 1
Mover 2
Equipment Operator 1
Equipment Operator 2

PARKING SERVICES

Parking Enforcement Officer

INTERIOR SERVICES

Assistant Upholsterer
Upholsterer 1
Upholsterer 2
Assistant Fabric Worker
Fabric Worker 1
Fabric Worker 2
Interior Services Specialist

DINING SERVICES

Food Service Worker
Cook 1
Cook 2
Cook 3
Stores Clerk
Custodial Worker 1
Custodial Worker 2

BAKER UNIVERSITY CENTER DINING SERVICES

Food Service Worker
Cook 1
Cook 2
Cook 3
Stores Clerk
Custodial Worker 1
Custodial Worker 2
Catering Services Worker

CENTRAL FOOD FACILITIES

Food Service Worker
Baker 1
Baker 2
Cook 1
Cook 2
Storekeeper 1
Storekeeper 2
Custodial Worker 1
Equipment Operator 1

DINING HALL FACILITY MAINTENANCE

Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4
Building Maintenance Specialist

RESIDENCE HALLS MAINTENANCE

Building Maintenance Specialist

TELEPHONE OPERATIONS

Telephone Operator 1
Communications Clerk

COMPUTER OPERATIONS

Computer Operator 1
Computer Operator 2

UNIVERSITY PRINTING RESOURCE CENTER

Bindery Operator 1
Bindery Operator 2
Printing Machine Operator 1
Printing Machine Operator 2
Press Operator
Printing Services Worker 1
Printing Services Worker 2

UNIVERSITY MAINTENANCE STORES

Stores Clerk
Storekeeper 1
Storekeeper 2

ALDEN LIBRARY

Mail Clerk/Messenger
Library Security Specialist

Storekeeper 1
Storekeeper 2

CHILLICOTHE - MAINTENANCE OPERATION

Laborer
General Maintenance Worker
Custodial Worker 1
Custodial Worker 2
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4
Groundskeeper 1
Groundskeeper 2
Building Maintenance Specialist

ZANESVILLE - MAINTENANCE OPERATION

Laborer
General Maintenance Worker
Custodial Worker 1
Custodial Worker 2
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4
Groundskeeper 2
Delivery Worker 1
Building Maintenance Specialist

COLLEGE OF OSTEOPATHIC MEDICINE

Stores Clerk
Storekeeper 1

**UNIVERSITY LABORATORY ANIMAL RESOURCES
DEPARTMENT**

Laboratory Animal Aide
Laboratory Animal Technician 1
Laboratory Animal Technician 2
Laboratory Animal Technician 3

UNIVERSITY GARAGE

Automotive Service Worker
Assistant Automotive Mechanic
Automotive Mechanic 1
Automotive Mechanic 2
Automotive Specialist

DEPARTMENT OF CAMPUS SAFETY

Communication Officer 1
Communication Officer 2

AIRPORT OPERATIONS

Aircraft Attendant 1
Aircraft Attendant 2
Aircraft Mechanic 1
Aircraft Mechanic 2

MAIL SERVICES

Mail Clerk/Messenger
Delivery Worker 1
Delivery/Mail Clerk/Messenger
Mail Services Specialist
Mail Systems Specialist

but excluding all student, casual, or temporary employees, administrative employees, clerical employees, technical employees, professional employees, faculty and supervisors, managerial and confidential employees as defined by Section 4117.01 of the Ohio Revised Code. The provisions of this Contract shall apply only to departmental classifications listed above.

Should any abolished Bargaining unit jobs be recreated, they will be placed in the existing bargaining unit.

- B. The University will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Contract and the Grievance Procedure which is a part thereof.
- C. The term "supervisor" for the purpose of this Contract means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- D. A temporary employee shall be defined as an employee who is hired to perform a specific task and works in bargaining unit classifications in one department more than 29 but less than 120 days worked per calendar year. If a temporary employee exceeds 120 days worked in one department, the position will be posted. It is understood the 120 day cap will be extended

by the length of time a temporary employee fills in for any one employee on sick leave or leave of absence. The University does not intend to transfer a temporary employee from one department to another solely for the purpose of avoiding the 120 work day period.

- E. Casual employees are those employees hired at various times throughout the year for specific tasks and who work less than thirty (30) consecutive work days.
- F. In the event a new classification and/or department is established in units historically covered by this Contract, the inclusion of the new classification in the bargaining unit will be negotiated by the parties during a regularly scheduled Labor-Management Meeting.

Disputes regarding inclusion of any new classification and/or department in the bargaining unit may be initiated as a grievance at Step 3 of the Grievance Procedure.

- G. For the purpose of job posting, bidding, transfers, layoffs, bumping and recall, Dining Services, Baker University Center Dining Services and Central Foods shall be treated as one department, and Grounds Maintenance (lower campus), Grounds Maintenance (upper campus), Grounds Maintenance (HPER/athletics), East Green Grounds Maintenance, South Green Grounds Maintenance and West Green Grounds Maintenance shall be treated as one department.
- H. Should the University create a future Retail Dining Operation/s, it will notify the Union of its intent and the Retail Operation/s will become a department/s under Article 6, Union Recognition. The department/s will include departmental classifications as deemed appropriate by the University.

ARTICLE 7 PROTECTION OF THE BARGAINING UNIT

The University agrees that openings in the bargaining unit which do not qualify as supervisory positions (as defined by Chapter 4117.01 O.R.C.) will not be filled by contract employees, but rather by classified employees covered by this Contract.

ARTICLE 8 CONTRACTING FOR SERVICES

- A. The parties recognize that the University may contract out or subcontract work in any department covered by this Contract, in cases of emergency, or temporary employment, or in cases where specialized, professional or technical services are required and where present employees do not possess the skills in sufficient number to perform the required work. The issue of projected projects that may involve the contracting out or subcontracting of work shall be a continuing agenda item for Labor-Management Meetings.
- B. In the event of such contracting out or subcontracting, no employee shall be laid off or take a reduction in pay as a direct result thereof.
- C. If any department covered by this Contract is permanently shut down, a Labor/Management Meeting with the Union will be scheduled. The meeting will make every good faith effort to place the employees elsewhere with the University or with another employer.

ARTICLE 9 NO LOCK OUT-NO STRIKE

- A. It is mutually agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Contract or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Contract provides a mutually acceptable means for orderly settlement of all disputes that may arise, and that each party will cooperate with the other to implement arbitration as set forth in Article 22 of this Contract.
- B. Should any activity prescribed by Section A of this Article occur which the Union has not caused or sanctioned either directly or indirectly, the Union shall immediately:
 - 1. Instruct all employees not to participate in such action and to return to work immediately;

2. Publicly disavow such action by the employees or other persons involved;
3. Advise the University in writing that such action has not been caused or sanctioned by the Union.

ARTICLE 10 HOURS OF WORK AND OVERTIME

A. Schedules

1. A regular scheduled work week for permanent, full-time, regular employees shall consist of forty (40) hours which shall consist of five (5) days of eight (8) hours per day. The five (5) consecutive day work week will be continued in departments so scheduled and qualified senior (University seniority in the department) employees will be given preference for the Monday through Friday schedule as openings occur on such schedule. Permanent part-time employees are normally scheduled for less than 40 hours per week.
2. The parties may agree to another work schedule, e.g. four ten-hour days. The Union and the University may agree to provide for flexible scheduling arrangements for an employee or group of employees. The request to flex a schedule(s) may be initiated by the University, Union and/or employees.
3. With two weeks notice, employee schedules may be changed for training. Schedule changes will not exceed ten days in a calendar year. This limit may be extended by mutual agreement.
4. The University agrees not to change employee(s) work schedules solely for the purpose of avoiding payment of overtime. This language shall be applicable to all bargaining unit departments except for Baker University Center Dining Services and except for the summer quarter and intersessions in all of the Dining Services Operations and shall not apply to temporary transfer and variable shifts and days off. Additionally, when a vacancy occurs in Dining Services Operations (Baker University Center Dining Services, Dining Services and Central Food Facilities) the department may post and fill such vacancies with variable shifts and days off. Aside from Baker University Center Dining Services, in which all future full and part time permanent positions will be posted variable shifts and days off, all remaining Dining

Services Operations (segments and departments, including Central Food Facilities) may have no more than 25% of their full time permanent positions as variable shift and days off. Aside from Baker University Center Dining Services, shifts will not vary more than two hours at the beginning of a shift or at the end of a shift. Variance of shift will not occur without a seven (7) day notice and variance of days off will not occur without a fourteen (14) day notice.

- B. For purposes of computation of pay, the work week is Sunday through Saturday. Hours worked are recorded on the day the employee's shift begins and paid accordingly.
- C. Forty (40) hours is a standard work week. When an employee is required by an authorized official to work beyond forty (40) hours in any calendar week or beyond eight (8) hours in a day for five (5) day schedules or beyond ten (10) hours in a day for four (4) day schedules, the additional hours will be paid at the time and one-half rate. Hours worked are those in which an employee is in active pay status. An employee entitled to pay for overtime work may elect to take compensatory time off in lieu of cash payment. Compensatory time is accrued on the basis of 1-1/2 hours for each hour of overtime worked.

Employees who work in positions scheduled for twelve (12) months in a calendar year may carry a compensatory time balance of no greater than 48 hours at any time within a fiscal year (July 1 to June 30). However, employees who work in positions that are scheduled for less than twelve (12) months in a calendar year may carry a balance of greater than 48 hours in a fiscal year for the purpose of using compensatory time during periods when such employees are seasonally laid-off.

Employees who work in positions scheduled for twelve (12) months in a calendar year may take up to 48 hours of compensatory time within a fiscal year with the approval of the immediate supervisor. Such employees may request more than 48 hours of compensatory time in a fiscal year. However, these requests must be made to the appropriate Department Head. The Department Head's decision is final and is not subject to the grievance procedure.

Compensatory time will not be denied for employees who are seasonally laid-off.

All requests for compensatory time must be submitted in writing.

- D. All hours worked on a shift beginning on a day observed as a holiday will be paid at the time and one-half rate.
- E. Employees who work a ten-hour day as part of their regular schedule and whose shift begins on a holiday will be paid at the time and one-half rate for all hours worked in addition to receiving ten (10) hours of holiday pay at the straight time rate of pay. If a holiday falls on a day a ten-hour employee is scheduled to begin a shift, but is not required to work, the employee will receive ten (10) hours of holiday pay at the straight time rate of pay. However, if the holiday falls on a day the employee is not scheduled to begin a shift, the employee will receive ten (10) hours of holiday pay at the straight time rate of pay.
- F. In no case will payment be made for time not worked other than as specifically set forth in this Contract.
- G. Pay for Work Beyond Scheduled Shift:
 - 1) An employee called back to work after having left work shall receive a minimum of four (4) hours work unless the time is contiguous to their regular work shift.
 - 2) Employees who are on-call in accordance with Article 11(D) will be paid from the time they answer the pager call until their assigned task is completed but in no case will the employee receive less than four (4) hours work.
 - 3) Employees who are scheduled in advance to work at a time not contiguous with their normal shift will receive a minimum of three (3) hours work.
- H. In no case will overtime pay be pyramided.

ARTICLE 11 EQUALIZATION OF OVERTIME

- A. Regularly Scheduled Overtime.
 - 1. The University will rotate regularly scheduled overtime opportunities among qualified employees in a department or segment of a department who normally perform the work that is being assigned for overtime and shall offer overtime as soon as it is aware of the need for overtime. Hours worked outside but contiguous to the normal work shift will be credited to the scheduled overtime roster. The roster will

not be run for such hours if sufficient employees are on site to complete the job.

2. The University agrees to post and maintain overtime rosters in a place accessible to all employees, and to update the rosters after each overtime assignment. Said rosters shall be posted and will include a list of overtime hours worked and refused with overtime awarded to the employee within the department or segment of the department who on the roster has the fewest aggregate hours worked and refused. If an employee on a shift is offered overtime on another shift solely for the purpose of equalizing overtime, the "call in pay" provision does not apply with respect to this Article.
 3. An employee who is not available for overtime (on temporary assignment outside the department, on temporary assignment outside the bargaining unit, or on leave for more than two (2) weeks) will be charged on the overtime equalization list as if the employee was asked but refused overtime. However, if the employee is on temporary assignment outside the department or on leave for less than two weeks the employee will not be charged on the overtime equalization list unless the employee was contacted and refused the overtime. In such cases, the University is not obligated to make an offer of overtime.
 4. An employee who is offered but refuses overtime assignments shall be credited as if the employee had worked the overtime for purposes of equalization. If it is determined that an employee has not been given a regularly scheduled overtime opportunity, it will be the obligation of the University to pay the missed overtime to the employee. If an employee refuses an overtime assignment and subsequently is required to work the assignment the employee will only be charged with the hours worked and not for the initial refusal.
 5. All employees will be immediately credited with overtime hours equal to the employee in the department or segment of the department with the most aggregate hours, when placing their name on the overtime roster. Employees remaining on the roster retain their own aggregate hours.
- B. Emergency Overtime.
The above provisions of this Article apply only to regularly scheduled overtime. The following provisions apply only to emergency overtime:

1. Each department or segment of a department shall maintain

an emergency overtime roster, to be used in cases when it is necessary to assign employees to overtime on an emergency basis.

2. "Emergency Overtime" shall be defined as overtime that becomes available without advance notice to the University and occurs outside, but not contiguous to the normal workshift of affected employees.
 3. Once the original rotation of the roster has occurred, employees shall be called in for emergency overtime by continuing to rotate overtime opportunities to qualified volunteers on the rotation list.
 4. Employees who refuse or are not available for emergency overtime (i.e., not present or unable to be reached by telephone) shall be charged with overtime as if they worked the overtime. Employees who do not affirm or deny the overtime offer, due to unavailability, must contact the supervisor authorizing the overtime prior to reporting to work the overtime.
 5. If it is determined that an employee has not been given an emergency overtime opportunity, the employee shall be offered the next emergency overtime opportunity. If the employee is missed on the next opportunity, the employee will be paid as if they had worked that opportunity.
 6. The emergency overtime roster shall be kept separate from the regularly scheduled overtime roster.
 7. All employees will be immediately credited with overtime opportunities equal to the employee in the department or segment of the department with the most aggregate opportunities, when placing their name on the overtime roster. Employees remaining on the roster retain their own aggregate opportunities.
- C. Scheduled and Emergency Overtime.
The following procedures apply to both regularly scheduled and emergency overtime:
1. All rosters will be kept in ink.
 2. Normally, overtime assignments will be made in the department or segment of the department first to qualified volunteers who sign the rosters. If qualified volunteers are not available in the required numbers, then overtime assignments will be made to qualified employees following the "juniority" principle, i.e., to the least senior qualified employees, using university seniority.

3. New hire probationary employees and part-time employees shall be excluded from overtime except when the roster is exhausted.
 4. Employees may voluntarily remove their names from either overtime roster by notifying their supervisors with a two week written notice.
 5. If an employee is on temporary assignment from another department or on a temporary assignment outside the bargaining unit, the employee may be offered regularly scheduled or emergency overtime only if qualified and the respective roster has been exhausted.
 6. Overtime earned by employees as a result of a holiday falling during their regularly scheduled work week shall not be charged against them on the overtime roster.
 7. When a scheduled or emergency overtime opportunity is available to all employees in a department or a segment of a department, overtime rosters are not used.
 8. If the parties choose to use one roster in a department or a segment of the department, then the rules for the scheduled overtime roster will apply to the consolidated roster.
 9. Employees may be removed from the emergency and extraordinary events overtime rosters if the employee refuses overtime three times within a calendar year. Employees who are removed from the rosters will not be eligible for such overtime until a new roster is posted. Employees who are on temporary assignment outside the department, on temporary assignment outside the bargaining unit, or on leave for more than two weeks, are exempt from this provision.
- D. In place of Sections A, B, and C of this Article, selected shops in the Division of Facilities and Auxiliaries will administer emergency overtime in accordance with the following provisions:
1. Employees assigned to be on-call will receive \$100.00 (subject to legal deductions) for each week they are on-call.
 2. On-call employees will remain duty-ready, within pager range, and able to report to campus within 45 minutes during all off-shift hours.
 3. The pager will rotate Monday mornings at 7:00 A.M., except holidays covered by this Contract, in which case the pager will rotate on Tuesday morning.

4. Employees may be given a cellular phone in addition to the pager.
 5. A roster of volunteers for on-call duty will be posted. Employees may request to be added to the schedule. With one-week notice, employees may request to be removed from the schedule for compelling reasons.
 6. Employees may trade assigned weeks with the approval of the department supervisor.
 7. Employees serving less than seven days on-call will receive \$13.00 per day for each day served Monday through Friday and \$17.50 per day for each Saturday, Sunday, or holiday (see Article 37) served.
 8. Current employees within a department or segment, which has an established on-call program, are eligible to volunteer for on-call duty after serving 120 days in the department. All new employees entering a department or segment, effective 3/2/00, may be required to carry a pager and be on-call.
 9. Department supervisors retain the right to determine the best way to cover if an on-call employee is unable to continue on-call at some point during their assigned time.
 10. If additional employees are needed beyond the on-call employee, the on-call employee will call additional employees in accordance with Section B (1) of this Article.
- E. The following definitions of "segment of the department" apply to this Article.

Dining Services

Kitchen*

Baker University Center:

Baker University Center will have the following segments:

1. For Cooks - the restaurant, catering, and food court will each be considered a separate segment. Should overtime opportunities exceed the number of available Cooks in the segment, then the department may utilize a combined roster of the three areas to offer overtime and, if necessary, assign overtime. Thereafter and prior to assigning the overtime, the department may choose to use a dining services-wide roster.
2. For Custodians – Dining Service Custodians will be considered one segment.

*In the event overtime increases significantly in any one kitchen, the University and Union will meet for the purpose

of discussing equalization of overtime.

Retail Operations

Each Retail Operation will be considered a separate segment.

Residential Custodial Services

Green (not building location)

Grounds Maintenance

Equipment Maintenance

Equipment Operators

Upper Campus, East Green and South Green (one segment)

Athletics, West Green and Ridges (one segment)

Lower campus (one segment)

Custodial Services

For scheduled and emergency overtime purposes, each area will be considered a segment.

- F. All overtime equalization provisions of Article 11 will apply to Residential Custodial Services and Dining Services with the following exception:
 - a. The department or segment of the department will rotate scheduled and emergency overtime opportunities among qualified employees in the department who normally perform the work that is being assigned for overtime. It is understood that scheduled and emergency overtime hours will be maintained on the same roster.
 - b. The segments of the department agree to post and maintain the overtime rosters in a place accessible to department employees.

- G. Heating Plant Overtime Equalization for Stationary Engineers - When an Operations employee calls in sick on Sunday, Monday, Tuesday, Wednesday or Thursday, the engineer in charge shall first attempt to call-in a relief employee. If the shift is still not covered on those days, the engineer shall refer to the overtime roster and call the employee with the fewest aggregate hours (worked and refused) to fill the shift. If an employee calls in sick on Friday or Saturday, the engineer in charge shall refer to the overtime roster (per above).
 - 1. Procedure for Relief Employee Call-In
 - a. The chief engineer will post a calendar for relief employees which will provide a space for them to sign up for 1st call-in, 2nd call-in, 3rd call-in, etc. (The

number of potential "call-in" spaces will equal the number of relief employees). The sign up will be for a period of one week as defined in Article 10(B). At the beginning of each week, each relief employee will rotate to the next "call-in" position.

- b. For example, Relief Employee "A" who was in the 1st "Call-in" position would rotate to the bottom "Call-in" position. Relief Employee "B" who was in the 2nd "Call-in" position would rotate up to the 1st "Call-in" position. The rotation would continue and eventually Relief Employee "A" would be back up to the 1st "Call-in" position.
- c. The employees in the 1st "Call-in" position will be the 1st to be called to fill a vacant shift/s. The employee in the 2nd "Call-in" position would be second to be called, etc.
- d. Each relief employee will be given four (4) "free refusals" per calendar year which will enable the employee to decline a shift without penalty. A "refusal" will be charged to a relief employee if the employee is unable to be reached or if the employee declines the work. Relief employees may choose to carry a pager (which will be provided if desired) to make themselves available for call-in. Relief employees may also choose to call the heating plant 1-1/2 hours before the start of the shift to see if they are needed for work.

2. Penalty for Call-In Refusal

Relief employees will not be penalized for refusing work due to vacation, illness or injury, or a leave under Article 34.

However, if the refusal is not due to vacation, illness, injury or a leave under Article 34 and the Relief employee has used his four (4) "free refusals", then the Relief employee will be charged with one day of vacation time for each additional refusal. If the Relief employee has no vacation time available, the Relief employee will be considered absent without pay.

Relief employees who exceed the four (4) "free refusals" per calendar year will only receive overtime if the Relief employee "works" over 40 hours in that week (the week in which the refusal falls). Or, the University may choose to only work the Relief employee 32 hours in the week that the refusal falls.

3. Relief Employee Overtime Equalization Procedure

- a. First, the engineer in charge will call Relief employees to work as Relief. If the Relief employee is contacted in person and refuses the time or no contact is made with the Relief employee, the engineer in charge will then go to the overtime roster.
- b. Second, if the Relief employee who refused the time or was unable to be contacted by the engineer in charge is 1st on the overtime roster, then the engineer in charge shall proceed to the next person on the roster and charge the Relief employee with a refusal on the overtime roster.
- c. If the Relief employee is 2nd or lower on the overtime equalization roster and was contacted and refused, the engineer in charge will call in the Relief employee on the overtime roster.
- d. If Relief employee is 2nd or lower on the overtime roster and said employee was unable to be contacted then said employee will be called, and:
 - (i) if said employee is contacted and agrees to work, then the employee works as Relief and no one is charged;
 - (ii) if said employee is unable to be contacted, then the employee will be charged with a refusal on the overtime roster and the engineer in charge will continue down the roster until the shift is filled.

When overtime situations occur and when an employee is not available for the overtime because of sick leave, vacation, unable to be reached by his/her telephone or on a leave of absence as defined in Article 34, the employee shall be credited as if he or she had worked the overtime for purposes of equalization.

When an employee calls in to inform the engineer that they will not be reporting for their scheduled shift, the engineer shall record in the log book the name of the person calling and the time of the call.

If there is no answer when trying to contact an employee, this shall be recorded along with the time.

If an employee is contacted and refuses the work, this shall be recorded along with the time.

If an employee is contacted, accepts and works, this shall be recorded along with the time.

It shall be the responsibility of the engineer in charge of the shift to make entries in the log book regarding call-ins.

Regularly scheduled work on holidays is not considered overtime.

Any employee who has scheduled work during a week that has a holiday(s) will not be charged on the overtime roster for premium time earned because of the holiday(s).

If overtime is scheduled, and the next eligible employee is not given a regularly scheduled overtime opportunity, it will be the obligation of the University to pay the missed overtime to the employee. If the overtime is emergency overtime, as defined by Article 11 B, and the next eligible employee is not given the emergency overtime opportunity, the employee shall be offered the next emergency overtime opportunity.

H. Article 11 shall apply to Relief Maintenance.

Additionally, when a Relief Maintenance Shop staff person is unable to report for his/her assigned shift (and if that employee is the only person scheduled to work the shift), that employee will call the technical support person who is on duty. The administrator shall make the decision whether or not the shift will be covered by another worker.

ARTICLE 12 SENIORITY, LAYOFF, AND RECALL

- A. "University seniority" is the employee's length of continuous service with the University from the employee's most recent date of hire into a bargaining unit position. This date will be considered the date that the employee begins active pay status in a bargaining unit position.
- B. An employee's seniority shall terminate:
1. If the employee quits.
 2. If the employee retires.
 3. If the employee is discharged.
 4. If the employee who has completed the new hire probationary period fails to report to work as scheduled

after any authorized absence or layoff the employee may be terminated effective on the 4th day following receipt of a certified letter from the University advising the employee that is to be terminated if the employee does not advise the University of the employee's intention to report to work as scheduled.

5. When an employee is assigned out of the bargaining unit the following provisions will apply.
 - a) If an employee is given a promotion out of the bargaining unit, and the employee is later found not to have met the posted qualifications, the employee may be returned to the employee's prior position without a loss of seniority at any time during the employee's probationary period.
 - b) If an employee leaves the bargaining unit to take a non-bargaining unit position and returns to the bargaining unit for reasons other than those set forth above during the employee's probationary period, the employee shall be credited with the employee's prior seniority and bargaining unit rights but shall not be credited with seniority for service outside the bargaining unit.
 - c) Except for laid-off employees who are awarded a non-bargaining unit position, once an employee has completed the employee's probation in a non-bargaining unit position, the employee relinquishes all forms of bargaining unit seniority and shall be treated as a new employee in the event the employee returns to the unit.
 - d) Once a bargaining unit employee is promoted out of the bargaining unit, the employee does not retain any bargaining unit rights except those listed above (i.e., seniority rights).
 - e) This Agreement does not abridge management's rights nor guarantee that the employee shall be returned to his or her prior position.
- C. Departments for the purpose of this Article are defined in Article 16 - Classifications.
- D. The University will provide the Union with three (3) copies of a seniority list on March 1, and September 1, of each year showing the seniority of each employee in the bargaining unit by University Seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the departments to question the employee's position on that

list. If no question is received within the time period, the list shall be deemed accurate for the remainder of the posting period; and if a question is received, the list will be reviewed and revised as appropriate. If two (2) or more employees have the same University Seniority date, their names shall be listed alphabetically last name first, first name last.

- E. The University will provide the Union with a bi-weekly list of new hires, terminations, promotions, lateral moves, leaves of absence, and retirements in the bargaining unit. The list will include the name of the employee and the date of the action.
- F. The University will continue its efforts to avoid layoffs. However, the University and the Union recognize that due to lack of funds or lack of work, temporary and permanent layoffs may be required to effectively and efficiently operate the University.
- G. For seasonal layoffs the following provisions will apply.
 - 1. The University will continue its efforts to minimize seasonal layoffs; but if there is a seasonal layoff of employees in Dining Services, Baker University Center Dining Services and/or Central Food Facility of less than 120 days, the provisions of this Article regarding layoffs are not applicable.
- H. Layoffs will take place according to seniority and in accordance with the specific provisions of this Article covering departments and/or specific classification series within each department. The University retains the right to determine layoffs in a particular classification, departmental classification series, and/or department(s), and the specifics of each layoff.
- I. The University will layoff the employee with the least University seniority in a classification in a departmental classification series. (Departmental classification series defined in Article 16 – Classifications.)
- J. An employee who is laid off will first have the right to displace another employee with less University Seniority in the same classification throughout the University. If there is no less senior employee within the classification the employee may displace a less senior employee in any classification in which the employee has previously served or an equivalent or lower classification that the employee is qualified to hold. If there is no other classification available, the employee may displace the full time employee with the least University seniority in the

lowest classification University-wide who may then displace the part time employee with the least university seniority in the lowest classification University-wide. Part time employees may not bump full time employees but may bump less senior part time employees. After the exercise of a laid-off employee's displacement rights, the employee shall not be considered to have further displacement rights until the employee would be subject to layoff again.

Employees may choose layoff rather than exercise their displacement right. Such employees will not be considered to have waived their recall rights, nor negatively affect their employment rights.

- K. An employee's displacement rights shall be subject to fulfillment of qualifications for the position. Qualifications shall be determined by a thirty-day probationary period if the employee has bumped into a classification in which the employee has not previously served. If the employee does not meet the qualifications of the position at the end of 30 days, the affected employee will be laid off with recall rights.
- L. Employees shall be notified of layoff in writing by the University at least thirty (30) days in advance of the layoff. Except for extraordinary circumstances such as acts of God or hospitalization, the employee shall have five (5) days after receipt of the thirty (30) notice, excluding weekends and holidays, to notify the University in writing of the employee's intention to exercise the employee's displacement rights. After written notification of the employee's displacement options, whether contained in the 30-day notice or subsequent notification, the employee shall have one day, excluding weekends and holidays, to notify the University in writing of the employee's displacement selection. Failure to provide written notification of the employee's intention/selection as specified above waives the employee's displacement rights.
- M. Employees will be recalled to work in reverse order of the layoff procedure specified herein.

Employees shall have recall and reinstatement rights for the period of time equal to the length of their bargaining unit seniority from the date of the layoff. However, after two years the affected employee, if interested, will have the obligation to monitor job availabilities by utilizing employment resources available through University Human Resources. An employee

who is reinstated shall not serve a probationary period upon reinstatement except where the employee was a probationary employee and the probationary period shall begin anew.

Notice of recall to an employee shall be made by hand delivery, or certified mail, or by other carrier using return receipt, to the last known address of such employee. A copy shall be forwarded to the Union. If undeliverable, the University's obligation shall be considered to be fulfilled. The recalled employee must notify the University within three (3) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be no less than seven (7) calendar days from date of notice received unless mutually agreed upon with the Union. Failure to return from layoff shall subject the employee to termination of service.

ARTICLE 13 WORK BY SUPERVISORS

Supervisors (as defined by Chapter 4117.01(f) of the Ohio Revised Code) shall not, by performing their duties in any one of the departments covered by this contract, displace or cause to be laid off, a regular employee from a regularly scheduled assignment. Contract employees will not assume the duties of employees covered by this Contract in such a way as to displace or cause the layoff of such employee.

ARTICLE 14 JOB POSTING AND TRANSFER PROCEDURE

A job vacancy subject to the following procedure exists when an employee of the University covered by this Contract retires, quits, transfers, or otherwise separates from an existing employment position at the University; when a new employment position is created by the University and the University decides to fill such vacancy.

A. In-department posting

1. The University shall post in the department wherein the vacancy occurs and deliver to the Union President a notice of vacancy which shall include: classification, location of job, hours of work, pay range, and a brief description of

duties and minimum qualifications. The in-department posting period shall be five working days. Seniority refers to employees' university seniority.

2. Employees bidding on the posted vacancy will be considered in the following order:
 - a. The most senior employee in the department who is in the same classification (lateral transfer) or a more senior employee in the classification series who wishes to demote and has obtained management approval to demote will be selected. Part-time employees will not be permitted to laterally transfer into permanent full-time positions. Rather, such part-time employees will need to bid on and be awarded full-time positions as per Article 14. Employees may laterally transfer only once in any six month period. However, each time an employee enters a new classification and/or department, the six month period begins again. Additionally, each employee may have one (1) special lateral transfer with no time requirements one time during this Contract.
 - b. If there is no lateral transfer or demotion as described above in (a), the most senior qualified employee will be selected. (To be considered qualified the employee must meet the minimum experience requirements listed on the posting and pass the required examinations.)
 - c. If there is no qualified employee within the department, the University may proceed to a bargaining unit-wide posting.
 3. Departments may post university-wide with varied hours and days off concurrent with the in-department posting to accelerate the filling of vacancies.
- B. University-Wide Posting--If a job vacancy remains after completion of the procedure outlined in A, notice of the vacancy will be posted on designated University bulletin boards indicating that a vacancy exists. Details of the vacancy will be provided in the notice of vacancy.
1. Vacancies will be posted for a period of seven (7) calendar days. Any eligible employee who is interested in the position should apply at University Human Resources (UHR). If employees are unable to apply at UHR at a time other than during their regular working hours, the employee shall consult with their supervisors to schedule a mutually agreeable time to make application.

2. The University will furnish a copy of the posting to the Union on the date of the posting.
3. The position will be filled by the University on the basis of selecting the employee applicant with the greatest University-wide seniority who is qualified. (To be considered qualified the employee must meet the minimum experience requirements listed on the posting and pass the required examinations.)

Whenever possible, the position will be filled within fourteen (14) days following the date of selection.

4. Following selection, the University will furnish the Union with posting information indicating the employees who bid, the employee selected and the seniority of the employees who bid.
- C. In-department and University-wide postings may be posted and bid on electronically. If the University desires to move to a solely electronic posting process, it must first make the subject a topic for discussion by the Labor Management Committee.
- D. A vacancy may be filled on a temporary basis during the operation of the posting procedure by a temporary transfer.
- E. Employees will be considered for announced job vacancies only after they have completed their initial prescribed probationary period. The prescribed probationary period may be lowered by up to one half, by mutual agreement, if there are no other qualified applicants within the bargaining unit.
- F. Part-time employees may apply for part-time vacancies during the in-department posting and may apply for full-time vacancies only during the University-wide posting. Part-time Food Service Workers and part-time Cook I's may apply for full-time or part-time vacancies in food preparation jobs (Cook Series, and Baker Series) during the in department posting, but will not be eligible for lateral transfer within the department, nor will Food Service Workers and part-time Cook I's be eligible to be considered for other full-time vacancies unless such vacancies are posted at the University-wide level. Utility Workers may apply for full-time or part-time vacancies in Custodial Services for the Custodial Worker 1 classification during the in department posting. However, Utility Workers will not be eligible to be considered for other full-time vacancies unless such vacancies are posted at the University-wide level.

- G. The University will notify employees of the type of test required by each job posting. The University will have relevant reference materials available for employee use in preparing for tests.
- H. Once an employee has accepted a permanent position, the employee will be considered in that position for all purposes under Article 14(A).
- I. An employee on a Leave of Absence, other than a Family Medical Leave, may apply for and be considered for a posted vacancy if the employee has a return to work date within 30 days of the time the position is awarded.

An employee on a Family Medical Leave may apply for and be considered for a posted vacancy if the employee has a return to work date within 30 days of the time the position is awarded or at the expiration of the employee's Family Medical Leave, whichever is longer.

If the affected employee is awarded the position and is unable to return to work at the required time, the position will be awarded to the next senior qualified applicant who applied during the original posting period.

- J. Temporary Transfer: Employees in the Dining Services Operations, Grounds Maintenance departments, and the Zone Maintenance department may be temporarily transferred within the affected employees' departmental classification, shifts and days off due to operational needs of the University. In making temporary transfers, when practical, volunteers will be sought first from the transferring location, on the basis of seniority. In the event the number of volunteers is insufficient, the University will temporarily assign employees as needed

Temporary transfers may be used for varying spans of time for less than a shift up to 15 work days per calendar year. While temporarily transferred, an employee shall remain on the employee's original overtime roster.

For the purposes of temporary transfer, Dining Services, Baker University Center Dining Services, and Central Foods shall be treated as one department and the Six Grounds Maintenance Departments (West Green, South Green, Lower Campus, Upper Campus, Athletics and East Green) are considered one department.

Departments will continue to use temporary postings as appropriate, as well as, utilize the temporary pool in Article 45, as deemed appropriate by the University.

ARTICLE 15 PROGRESSION SCHEDULE

- A. The Progression Schedule applies only to the following list of departments and the classifications listed under those departments. Minimum time required in classification (MTRC) is also indicated.

RELIEF MAINTENANCE SHOP

MTRC

Relief Maintenance Shop Series

Maintenance Repair Worker 1

Eighteen (18) months

Maintenance Repair Worker 2

Twenty-four (24) months

Maintenance Repair Worker 3

Twenty-four (24) months

Relief Maintenance Specialist

ENVIRONMENTAL SERVICES

Refer to Memorandum of Understanding in the back of this contract.

GROUNDS MAINTENANCE (UPPER CAMPUS)

MTRC

Laborer

Six (6) months

Groundskeeper 1

Eighteen (18) months

Groundskeeper 2

GROUNDS MAINTENANCE (LOWER CAMPUS)

MTRC

Laborer

Six (6) months

Groundskeeper 1

Eighteen (18) months

Groundskeeper 2

GROUNDS MAINTENANCE (HPER/ATHLETICS)

MTRC

Laborer

Six (6) months

Groundskeeper 1

Eighteen (18) months

Groundskeeper 2

EAST GREEN GROUNDS MAINTENANCE

MTRC

Laborer

Six (6) months

Groundskeeper 1

Eighteen (18) months

Groundskeeper 2

SOUTH GREEN GROUNDS MAINTENANCE

MTRC

Laborer

Six (6) months

Groundskeeper 1

Eighteen (18) months

Groundskeeper 2

WEST GREEN GROUNDS MAINTENANCE

MTRC

Laborer

Six (6) months

Groundskeeper 1

Eighteen (18) months

Groundskeeper 2

INTERIOR SERVICES

MTRC

Upholsterer Series

Assistant Upholsterer

Eighteen (18) months

Upholsterer 1

Twenty-four (24) months

Upholsterer 2

Twenty-four (24) months

Assistant Interior Services Upholsterer Specialist

Fabric Worker Series

Assistant Fabric Worker

Eighteen (18) months

Fabric Worker 1
Twenty-four (24) months
Fabric Worker 2
Twenty-four (24) months
Assistant Interior Services Fabric Worker Specialist

UNIVERSITY MOVING SERVICES

MTRC

Moving Series

Mover 1

Twelve (12) months

Mover 2

DINING SERVICES

MTRC

Dining Hall Series

Food Service Worker

960 hours

Cook 1

BAKER UNIVERSITY CENTER DINING SERVICES

MTRC

Dining Hall Series

Food Service Worker

960 hours

Cook 1

CENTRAL FOOD FACILITIES

MTRC

Cook Series

Food Service Worker

960 hours

Cook 1

COMPUTER OPERATIONS

MTRC

Computer Operator 1

Eighteen (18) months

Computer Operator 2

CHILLICOTHE MAINTENANCE OPERATIONS

MTRC

Maintenance Series

Laborer

Six (6) months

Maintenance Repair Worker 1
Eighteen (18) months
Maintenance Repair Worker 2
Twenty-four (24) months
Maintenance Repair Worker 3
Twenty-four (24) months
Maintenance Repair Worker 4

ZANESVILLE MAINTENANCE OPERATIONS

MTRC

Maintenance Series

Laborer

Six (6) months

Maintenance Repair Worker 1
Eighteen (18) months
Maintenance Repair Worker 2
Twenty-four (24) months
Maintenance Repair Worker 3
Twenty-four (24) months
Maintenance Repair Worker 4

Grounds Series

General Maintenance Worker
Eighteen (18) months
Groundskeeper 2

CAMPUS SAFETY

MTRC

Communication Officer Series

Communication Officer 1
Forty-eight (48) months
Communication Officer 2

UNIVERSITY LABORATORY ANIMAL RESOURCES DEPARTMENT

MTRC

Laboratory Support Series
Laboratory Animal Aide
As determined by applicable certification requirements.
Laboratory Animal Technician 1
As determined by applicable certification requirements.
Laboratory Animal Technician 2
As determined by applicable certification requirements.
Laboratory Animal Technician 3

- B. Advancements are subject to the need of the University for an employee to perform the work on a regular basis and to

the employee serving the required MTRC. Upon notice by an employee to the department supervisor during the thirty (30) day period prior to completion of the MTRC, the employee shall be subject to a written and practical examination designed to determine the ability of the employee to perform the duties of the higher position. The composite score of both examinations shall be in accordance with Article 21. If an employee passes the examinations, the employee will be advanced to the next higher position, effective on the date the employee completed the MTRC. If an employee fails the examinations, the employee shall not be permitted to take the examinations for a period of six (6) months from the date of examination failure; if the employee passes subsequent examinations, the employee's advancement will be effective on the date of passing the subsequent examinations. If an employee first achieves the MTRC, and then requests and passes the advancement test, the employee will be awarded the higher pay effective on the date the test was successfully completed.

Written examinations shall be administered by UHR at a location other than the employee's worksite. Practical examinations shall be conducted by the employee's departmental supervision and monitored by University Human Resources.

- C. Credit for previous experience in any classification or in work outside the University will be given when all of the following are met:
1. When the experience is directly related to the kind of work specified for the classification.
 2. When the experience was done for verifiable compensation.
 3. When the experience was performed under the direction of a professional in the field.

Credit will be given to current employees at the rate of one (1) month for every one (1) spent in applicable work in a different classification when it conforms with C (1, 2, and 3) above. In special cases, for long-service employees, sufficient credit may be given to get the employee to the second level in the progression ladder immediately, provided the previous experience is deemed satisfactory to meet the requirements set forth in the class specification. Credit will be given for previous experience outside the University (including U.S. military service) at the rate of one (1) month for every one (1) spent at directly related work and satisfactory verification of such experience must be in accordance with C (1, 2,

and 3) above and presented at the time of application for placement in any position in order that such credit may be applied. In no case, however, will an employee spend less than fifty percent (50%) of the required time at each level outlined in subsection A herein.

- D. Any promotions made through this Article shall not be considered vacancies as defined by Article 14.

ARTICLE 16 CLASSIFICATIONS

- A. The University will establish and maintain a job classification plan for all positions covered by this Contract. The jobs shall be grouped such that all positions with similar duties and responsibilities are described by the same title and assigned to the same pay range. Each class of positions shall be assigned a classification number and classification title. A specification describing the duties and responsibilities of the class and the minimum qualifications for being employed in a position in said class, will be maintained for each class of positions. Each specification shall include statements of the essential character of the work of the classification; essential knowledge, abilities, and skills; and the minimum training and experience required of persons who are to fill positions so classified.
- B. Related classifications, which form a career progression, shall be assigned to a classification series. If, during the life of this Contract, there is an additional class(es) added to a departmental classification series, the Union shall be notified of the newly modified departmental classification series within 30 days. For purposes of this Contract, the following shall constitute the classifications and departmental classification series of all positions in the bargaining unit.
- C. Classification Series:
 - CUSTODIAL SERVICES**
 - Custodial Worker Series
 - Utility Worker
 - Custodial Worker 1
 - Custodial Worker 2
 - CARPENTER SHOP**
 - Carpenter Series
 - Maintenance Repair Worker 1

Assistant Carpenter
Carpenter 1
Carpenter 2
Building Maintenance Specialist

Mason Series

Maintenance Repair Worker 1
Assistant Mason
Mason 1
Mason 2
Building Maintenance Specialist

PLUMBING SHOP

Plumber Series

Maintenance Repair Worker 1
Assistant Plumber
Plumber 1
Plumber 2
Building Maintenance Specialist

RELIEF MAINTENANCE SHOP

Relief Maintenance Shop Series

Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Relief Maintenance Specialist

SHEET METAL SHOP

Maintenance Repair Worker 1
Assistant Sheet Metal Worker
Sheet Metal Worker 1
Sheet Metal Worker 2
Building Maintenance Specialist

CARPET AND TILE SHOP

Maintenance Repair Worker 1
Assistant Interior Surfaces Installer
Interior Surfaces Installer 1
Interior Surfaces Installer 2
Building Maintenance Specialist

PAINT SHOP

Painter Series

Maintenance Repair Worker 1
Assistant Painter
Painter 1

Painter 2
Building Maintenance Specialist

Plasterer Series

Maintenance Repair Worker 1
Assistant Plasterer
Plasterer 1
Plasterer 2
Building Maintenance Specialist

KEY SHOP

Maintenance Repair Worker 1
Assistant Locksmith
Locksmith 1
Locksmith 2
Building Maintenance Specialist

ENVIRONMENTAL SERVICES

Maintenance Repair Worker 1
Assistant Environmental Services Worker
Environmental Services Worker 1
Environmental Services Worker 2
Building Maintenance Specialist

ELECTRIC SHOP

Maintenance Repair Worker 1
Assistant Electrician
Electrician 1
Electrician 2
Building Maintenance Specialist

PREVENTIVE MAINTENANCE

Maintenance Repair Worker 1
Assistant Preventive Maintenance Technician
Preventive Maintenance Technician 1
Preventive Maintenance Technician 2
Building Maintenance Specialist

HEATING PLANT

Heating Plant Series

Laborer
Boiler Maintenance Worker
Boiler Operator 1
Boiler Operator 2
Maintenance Repair Worker 1
Assistant Boiler Repair Worker

Boiler Repair Worker 1
Boiler Repair Worker 2
Assistant Stationary Engineer
Stationary Engineer
Steamfitter

Treatment Plant Series

Laborer
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Treatment Plant Aide
Treatment Plant Operator
Stationary Engineer
Assistant Boiler Repair/Water Treatment Worker
Boiler Repair/Water Treatment Worker 1
Boiler Repair/Water Treatment Worker 2

TUNNEL MAINTENANCE

Machinist Maintenance Series

Maintenance Repair Worker 1
Assistant Machinist
Machinist 1
Machinist 2
Building Maintenance Specialist

Steamfitter Series

Maintenance Repair Worker 1
Assistant Steamfitter
Steamfitter 1
Steamfitter 2
Building Maintenance Specialist

LIFE SAFETY

Maintenance Repair Worker 1
Assistant Safety System Technician
Safety System Technician 1
Safety System Technician 2
Building Maintenance Specialist

HVAC SHOP

Air Conditioning/Refrigeration Series

Maintenance Repair Worker 1
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2
Building Maintenance Specialist

Controls Series

Maintenance Repair Worker 1
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2
Building Maintenance Specialist

Air Conditioning/Refrigeration/Control Series

Maintenance Repair Worker 1
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2
Building Maintenance Specialist

ZONE MAINTENANCE

Maintenance Repair Worker 1
Assistant Zone Maintenance Specialist
Zone Maintenance Specialist 1
Zone Maintenance Specialist 2
Building Maintenance Specialist
Building Maintenance Specialist/Resource Center Specialist

CONSTRUCTION SHOP

Maintenance Series

Laborer
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4

Mason Series

Maintenance Repair Worker 1
Assistant Mason
Mason 1
Mason 2

Carpenter Series

Maintenance Repair Worker 1
Assistant Carpenter
Carpenter 1
Carpenter 2

Plumber Series

Maintenance Repair Worker 1
Assistant Plumber
Plumber 1
Plumber 2

Sheetmetal Series

Maintenance Repair Worker 1
Assistant Sheet Metal Worker
Sheet Metal Worker 1
Sheet Metal Worker 2

Carpet & Tile Series

Maintenance Repair Worker 1
Assistant Interior Surfaces Installer
Interior Surfaces Installer 1
Interior Surfaces Installer 2

Plasterer Series

Maintenance Repair Worker 1
Assistant Plasterer
Plasterer 1
Plasterer 2

Painter Series

Maintenance Repair Worker 1
Assistant Painter
Painter 1
Painter 2

Locksmith Series

Maintenance Repair Worker 1
Assistant Locksmith
Locksmith 1
Locksmith 2

Environmental Services Series

Maintenance Repair Worker 1
Assistant Environmental Worker
Environmental Worker 1
Environmental Worker 2

Electrician Series

Maintenance Repair Worker 1
Assistant Electrician
Electrician 1
Electrician 2

Preventive Maintenance Series

Maintenance Repair Worker 1
Assistant Preventive Maintenance

Preventive Maintenance 1
Preventive Maintenance 2

Steamfitter Series

Maintenance Repair Worker 1
Assistant Steamfitter
Steamfitter 1
Steamfitter 2

Machinist Maintenance Series

Maintenance Repair Worker 1
Assistant Machinist
Machinist 1
Machinist 2

AC/Refrigeration/Controls Series

Maintenance Repair Worker 1
Assistant Air Quality Technician
Air Quality Technician 1
Air Quality Technician 2

Life Safety Series

Maintenance Repair Worker 1
Assistant Safety System Technician
Safety System Technician 1
Safety System Technician 2
Building Maintenance Specialist

GROUNDS EQUIPMENT MAINTENANCE

Automotive Service Worker
Assistant Automotive Mechanic
Automotive Mechanic 1
Automotive Mechanic 2

GROUNDS EQUIPMENT OPERATORS

Equipment Operator 1
Equipment Operator 2
Equipment Operator 3

GROUNDS MAINTENANCE (LOWER CAMPUS)

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

GROUNDS MAINTENANCE (UPPER CAMPUS)

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

GROUNDS MAINTENANCE (HPER/ATHLETICS)

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

EAST GREEN GROUNDS MAINTENANCE

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

SOUTH GREEN GROUNDS MAINTENANCE

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

WEST GREEN GROUNDS MAINTENANCE

Laborer
Groundskeeper 1
Groundskeeper 2
Groundskeeper Specialist

INTERIOR SERVICES

Upholsterer Series
Assistant Upholsterer
Upholsterer 1
Upholsterer 2
Assistant Interior Services Upholsterer Specialist
Interior Services Specialist

Fabric Worker Series
Assistant Fabric Worker
Fabric Worker 1
Fabric Worker 2
Assistant Interior Services Fabric Worker Specialist
Interior Services Specialist

RESIDENTIAL CUSTODIAL SERVICES

Custodial Worker Series

Custodial Worker 1

Custodial Worker 2

UNIVERSITY MOVING SERVICES

Moving Series

Assistant Mover

Mover 1

Mover 2

Equipment Operator Series

Equipment Operator 1

Equipment Operator 2

DINING SERVICES

Dining Hall Series

Food Service Worker

Cook 1

Cook 2

Cook 3

Stores and Custodial Services Series

Custodial Worker 1

Custodial Worker 2

Stores Clerk

BAKER UNIVERSITY CENTER DINING SERVICE

Dining Hall Series

Food Service Worker

Cook 1

Cook 2

Cook 3

Catering Services Worker

Stores and Custodial Services Series

Custodial Worker 1

Custodial Worker 2

Stores Clerk

CENTRAL FOOD FACILITIES

Baker Series

Baker 1

Baker 2

Cook Series

Food Service Worker

Cook 1

Cook 2

Equipment Operator Series
Equipment Operator 1

Stores and Custodial Services Series
Custodial Worker 1
Custodial Worker 2
Store Keeper 1
Store Keeper 2

DINING HALL FACILITY MAINTENANCE

Maintenance Series
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4
Building Maintenance Specialist

TELEPHONE OPERATIONS

Telephone Operator 1
Communications Clerk

COMPUTER OPERATIONS

Computer Operator 1
Computer Operator 2

UNIVERSITY PRINTING RESOURCE CENTER

Printing Service Series
Printing Services Worker 1
Printing Services Worker 2

Bindery Operator Series
Bindery Operator 1
Bindery Operator 2

Printing Machine Operator Series
Printing Machine Operator 1
Printing Machine Operator 2
Printing Machine Operator 3
Press Operator

PARKING SERVICES

Parking Enforcement Officer

UNIVERSITY MAINTENANCE STORES

Stores Series
Stores Clerk
Storekeeper 1
Storekeeper 2

ALDEN LIBRARY

Mail Clerk/Messenger
Library Security Specialist
Storekeeper 1
Storekeeper 2

CHILLICOTHE MAINTENANCE OPERATION

Custodial Service Series

Custodial Worker 1
Custodial Worker 2

Maintenance Series

Laborer
General Maintenance Worker
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4
Building Maintenance Specialist

Groundskeeper Series

Groundskeeper 1
Groundskeeper 2

ZANESVILLE MAINTENANCE OPERATION

Custodial Service Series

Custodial Worker 1
Custodial Worker 2

Delivery Worker Series

Delivery Worker 1

Maintenance Series

Laborer
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Maintenance Repair Worker 4
Building Maintenance Specialist

Groundskeeper Series

General Maintenance Worker
Groundskeeper 2

COLLEGE OF OSTEOPATHIC MEDICINE

Stores Series

Stores Clerk

Storekeeper 1

UNIVERSITY LABORATORY ANIMAL RESOURCES DEPARTMENT

Laboratory Support Series

Laboratory Animal Aide

Laboratory Animal Technician 1

Laboratory Animal Technician 2

Laboratory Animal Technician 3

UNIVERSITY GARAGE

Automotive Service Worker

Assistant Automotive Mechanic

Automotive Mechanic 1

Automotive Mechanic 2

Automotive Specialist

DEPARTMENT OF CAMPUS SAFETY

Communication Officer Series

Communication Officer 1

Communication Officer 2

AIRPORT OPERATIONS

Aircraft Mechanic Series

Aircraft Mechanic 1

Aircraft Mechanic 2

Aircraft Attendant Series

Aircraft Attendant 1

Aircraft Attendant 2

MAIL SERVICES

Mail Clerk/Messenger

Delivery Worker 1

Delivery/Mail Clerk/Messenger

Mail Services Specialist

Mail Systems Specialist

- D. Should there be a dispute over the University's determination of the wage rate for a new classification in the bargaining unit, said rate will be negotiated by the parties in a regularly scheduled labor-management meeting. In the event of impasse, the Union may file a grievance at Step 3 of the Grievance Procedure.

- E. Either the Union or the University may request that a position be audited by University Department of Human Resources for the purpose of evaluating and reclassifying the position. The request will be in writing and will include evidence that the duties of the position have changed significantly from the duties described in the current classification description of the position. Upon mutual agreement between the Union and the University, the position will be audited. If a classification is changed as a result of a job audit, the University will post the position in accordance with Article 14.

If the parties are unable to agree on the reclassification of a position, the dispute will first be submitted to the Labor Management committee for resolution. If the parties are still unable to reach an agreement, the Union may submit the dispute in the form of a grievance to Step 3 of the Grievance Procedure.

ARTICLE 17 PAY PLAN

- A. All employees covered by this Contract shall be assigned to a pay range and paid a salary or wage in accordance with Appendix A. Article 18, Wages, will be used in determining actual pay rates and ranges in effect. Assignment to a pay range shall be the result of a formal classification action. The pay schedule of all full-time and permanent part-time employees shall be on a biweekly basis, with amounts computed on an hourly basis.
- B. Bargaining Unit Classifications and Pay Ranges

<u>Classification Title</u>	<u>Pay Range</u>
Air Quality Technician 1	07
Air Quality Technician 2	08
Assistant Air Quality Technician	05
Aircraft Attendant 1	06
Aircraft Attendant 2	07
Aircraft Mechanic 1	09
Aircraft Mechanic 2	10
Automotive Mechanic 1	07
Automotive Mechanic 2	08
Automotive Specialist	09
Assistant Automotive Mechanic	05

<u>Classification Title</u>	<u>Pay Range</u>
Automotive Service Worker	02
Baker 1	04
Baker 2	06
Bindery Operator 1	05
Bindery Operator 2	07
Assistant Boiler Repair/Water Treatment Worker	05
Boiler Repair/Water Treatment Worker 1	07
Boiler Repair/Water Treatment Worker 2	08
Boiler Repair Worker 1	07
Boiler Repair Worker 2	08
Assistant Boiler Repair Worker	05
Boiler Maintenance Worker	04
Building Maintenance Specialist	09
Building Maintenance/Resource Center Specialist	09
Carpenter 1	07
Carpenter 2	08
Assistant Carpenter	05
Catering Services Worker	04
Communications Clerk	05
Computer Operator 1	07
Computer Operator 2	08
Cook 1	03
Cook 2	05
Cook 3	06
Custodial Worker 1	02
Custodial Worker 2	04
Delivery Worker 1	04
Delivery/Mail Clerk/Messenger	04
Electrician 1	07
Electrician 2	08
Assistant Electrician	05
Environmental Services Worker 1	07
Environmental Services Worker 2	08
Assistant Environmental Services Worker	05
Equipment Operator 1	05
Equipment Operator 2	06
Equipment Operator 3	08
Fabric Worker 1	05
Fabric Worker 2	07
Assistant Fabric Worker	04
Assistant Interior Services Fabric Worker Specialist	08
Food Service Worker	01
General Maintenance Worker	03
Groundskeeper 1	04
Groundskeeper 2	05

<u>Classification Title</u>	<u>Pay Range</u>
Groundskeeper Specialist	06
Interior Services Specialist	09
Interior Surfaces Installer 1	07
Interior Surfaces Installer 2	08
Assistant Interior Surfaces Installer	05
Laboratory Animal Aide	01
Laboratory Animal Technician 1	05
Laboratory Animal Technician 2	06
Laboratory Animal Technician 3	08
Laborer	02
Library Security Specialist	06
Locksmith 1	07
Locksmith 2	08
Assistant Locksmith	05
Machinist 1	07
Machinist 2	08
Assistant Machinist	05
Mail Clerk/Messenger	03
Mail Services Specialist	06
Mail Systems Specialist	07
Maintenance Repair Worker 1	04
Maintenance Repair Worker 2	05
Maintenance Repair Worker 3	07
Maintenance Repair Worker 4	08
Assistant Mason	05
Mason 1	07
Mason 2	08
Mover 1	05
Mover 2	06
Assistant Mover	03
Painter 1	07
Painter 2	08
Assistant Painter	05
Parking Enforcement Officer	02
Plasterer 1	07
Plasterer 2	08
Assistant Plasterer	05
Plumber 1	07
Plumber 2	08
Assistant Plumber	05
Press Operator	08
Preventive Maintenance Technician 1	07
Preventive Maintenance Technician 2	08
Assistant Preventive Maintenance Technician	05
Printing Machine Operator 1	05

<u>Classification Title</u>	<u>Pay Range</u>
Printing Machine Operator 2	06
Printing Machine Operator 3	07
Printing Services Worker 1	02
Printing Services Worker 2	05
Recreation Facilities Worker	05
Relief Maintenance Specialist	08
Safety System Technician 1	07
Safety System Technician 2	08
Assistant Safety Technician	05
Sheet Metal Worker 1	07
Sheet Metal Worker 2	08
Assistant Sheet Metal Worker	05
Stationary Engineer	10
Assistant Stationary Engineer	07
Steamfitter 1	07
Steamfitter 2	08
Assistant Steamfitter	05
Stores Clerk	03
Storekeeper 1	05
Storekeeper 2	07
Telephone Operator 1	03
Treatment Plant Aide	06
Treatment Plant Operator	07
Upholsterer 1	05
Upholsterer 2	07
Assistant Upholsterer	04
Assistant Interior Services Upholsterer Specialist	08
Communication Officer 1	05
Communication Officer 2	06
Assistant Zone Maintenance Specialist	05
Zone Maintenance Specialist 1	07
Zone Maintenance Specialist 2	08
Utility Worker	01

- C. In assigning or reassigning any employee to a different departmental classification or to a new pay range, other than as a promotion, the employee shall be assigned to the appropriate pay rate in the pay range, pursuant to Article 18 and Appendix A of the Contract.
- D. All employees who are in the bargaining unit on the date of execution of the Contract, who are receiving longevity pay on the date of the execution of the Contract, will continue to receive the longevity supplement amount, with no increase in the longevity pay, for the term of the Contract. No other present or future bargaining unit employees will receive any longevity pay supplements.

In no case will a longevity pay supplement be included in the base rate of pay.

- E. All employees hired on or after August 23, 2005, covered by this contract, shall receive their pay by direct deposit. Employees who were on direct deposit prior to August 23, 2005 will maintain payment by direct deposit. Employees hired prior to August 23, 2005, who did not elect direct deposit may continue to receive their paychecks or elect direct deposit. All employees shall be assigned to a biweekly payroll calendar. New employees receive their initial pay checks two (2) weeks after the end of the pay period in which their employment began.

ARTICLE 18 WAGES

- A. This Article on wages is the sole source of rights and obligations of the parties to this Contract in these matters. Furthermore, the following language supersedes all provisions applicable to bargaining unit employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to wages. Bargaining unit employees will be paid in accordance with the classification and pay plan set forth in this Contract.
- B. Pay schedules, pay ranges, pay levels and pay rates shall be as set forth in Appendix A of this Contract.
- C. Employees Hired on or before 3/01/00: An employee hired on or before 3/01/00 who is appointed to a different classification in the same pay range shall receive the base rate of pay in Pay Step "E" established for the position pursuant to Appendix A of the Contract.
- D. An employee hired on or before 3/01/00 who is appointed to a higher rated classification (promotion) shall receive the higher rate of pay in Pay Step E for that classification pursuant to the wage rates of Appendix A.
- E. An employee hired on or before 3/01/00 who voluntarily or involuntarily demotes to a lower rated classification shall receive the lower rate of pay in Pay Step E for that classification pursuant to the wage rates of Appendix A, and shall not retain his/her former rate of pay.

- F. Effective 03/02/00, a new five step wage scale will be implemented for all employees hired on or after 3/02/00.
1. New employees will be placed in Step A within their Pay Range.
 2. Upon completion of the new hire probationary period, affected employees will move to Step B within their Pay Range. The date that affected employees move to Step B will become their anniversary date for purposes of advancing through the step structure within the pertinent pay range.
 3. Thereafter, employees will advance yearly on through the remaining steps in their Pay Range.

G. New Employee Promotions

1. Employees promoting from Pay Range 01 to a higher Pay Range will go to Step A of their new Pay Range. The date of promotion to the higher Pay Range will become their anniversary date for purposes of yearly step advancement through the Pay Range.
2. Employees promoting from Pay Range 02 or higher will promote to the same step in the higher Pay Range (e.g. If a Custodial Worker in Pay Range 02, Step B, promotes to a Maintenance Repair Worker 1, the employee would move to Pay Range 04 at Step B. The date of the promotion to the higher pay range will become their anniversary date for purposes of yearly step advancement through the pay ranges.

H. New Employee Demotions

Employees demoting, voluntarily or involuntarily, will demote to the lower Pay Range and maintain their step within the lower Pay Range. The affected employee shall not retain their former rate of pay. The date of demotion to the lower Pay Range will become their anniversary date for purposes of yearly step advancement through the Pay Range.

I. New Employee Appointment to a Different Classification in the Same Pay Grade

An employee appointed to a different classification in the same Pay Range will maintain their step within the Pay Range and will not experience a new anniversary date for purposes of step advancement through the wage scale.

J. Special Hiring Circumstances

The University and Union may agree, where appropriate, to hire an employee into a classification at a wage step higher than Step A.

- K. Employees who work fifty percent (50%) or more of their shift after 3:00 p.m. shall receive a shift differential of fifteen cents (\$.15) per hour. Employees who work fifty percent (50%) or more of their shift after 11:00 P.M. shall receive a shift differential of twenty-five cents (\$.25) per hour.
- L. Weekend Differential: Employees who are normally scheduled to work weekends who are not eligible for a shift differential shall receive a \$.10 per hour weekend differential for all hours in active pay status for normally scheduled weekends.
- M. If during the term of this Contract, the annual base wage increase provided in this article is less than the base wage increase for non-bargaining unit classified staff, the University will adjust the bargaining unit rates as required to make the base wage adjustment the same percentage for each group of employees.

ARTICLE 19 APPOINTMENTS

- A. All appointments to positions in the bargaining unit shall be made in accordance with Article 14, 15 and 16 of this Contract. Appointments to positions covered by the Apprentice Program shall be made in accordance with the Apprentice Program guidelines and rules. All original full-time appointments to a bargaining unit position shall be for a probationary period of 120 days. Original part-time appointments to the position of Food Service Worker in Dining Services, as well as original part-time appointments to the position of Utility Worker, shall be for a probationary period of 960 hours worked. All other original part-time appointments to a bargaining unit position shall be for a probationary period of 685 hours worked. No appointment is final until the employee has satisfactorily completed the new hire probationary period. Service toward the completion of a probationary period shall have been in the same class in the same department for a continuous period of time. Employment on a temporary or casual basis, though in

the same class, shall not count toward the completion of any probationary period.

In the event of a departmental reorganization or, a reorganization which involves the closure or merger of a department or segment of a department as defined in this Agreement, the University may reassign employees without going through the layoff and job abolishment procedures set forth in Article 12 or the job posting provisions in Article 14 if the reassignment does not change the shift, as set forth in Article 18 (K), the classification or essential job duties of the affected employees. If such a reassignment occurs and more than one employee is involved, employees will be given preference for reassigned positions based on seniority.

1. In the event of a Dining Services Operation (Dining Services, Baker University Center Dining Services, Central Food Facility) permanent or temporary closure of a department or segment of a department, Article (19)(A) may be utilized and/or Article (12), if a reduction in force is deemed appropriate. Upon reopening, the employees, unless they bid on and were awarded another position during the closure, shall be reassigned to their original department, or segment of department, pursuant to Article (19)(A), in the number deemed appropriate by management. Positions not filled by reassignment will be posted in-department.
- B. If the service of a new hire probationary employee is unsatisfactory, the employee may be removed at the University's discretion. A probationary employee can not grieve discipline or discharge. Probationary employees shall have no seniority rights until completion of the probationary period at which time they will be credited with seniority in accordance with Article 12 (A).
- C. For purposes of this Contract, the following definitions shall apply:

PROMOTION: the appointment of an employee to a different position which is assigned a higher pay range than the employee's previous position.

LATERAL MOVE: the appointment of an employee to a different position which is assigned the same pay range as the employee's previous position.

DEMOTION: the appointment of an employee to a different position which is assigned a lower pay range than the employee's previous position.

LATERAL TRANSFER: The appointment of an employee to a different work location or shift in the same classification, in the same department.

- D. All appointments resulting in the promotion of an employee covered by this Contract shall be for a probationary period of 120 days. If the service of a probationary employee is unsatisfactory, he/she may be returned at any time prior to the 120th day to the same (or similar) class he/she occupied prior to the most recent appointment. A corresponding reduction in salary shall take place if appropriate. All appointments resulting in a lateral move (except in the same classification in the same department) or an involuntary demotion shall be for a probationary period of 90 days. In the case of a lateral move, if the service of such a probationary employee is unsatisfactory, he/she may be returned at any time prior to the 90th day to the same (or similar) class he/she occupied prior to the most recent appointment. In the case of an involuntary demotion, if the service of an employee is unsatisfactory, he/she may be terminated any time prior to the 90th day. Such termination shall include two (2) weeks notice prior to the effective date of termination or two (2) weeks severance pay. Such notice or pay shall be based on the employee's normal work week and base rate of pay. A termination following a demotion may be appealed at Step 2 of the Grievance Procedure. Voluntary demotions and lateral moves in the same classification in the same department shall have no probationary periods.
- E. Performance evaluations
1. Probationary Evaluations shall be conducted twice prior to the end of any probationary period (once toward the middle and once toward the end).
 2. Annual Performance evaluations shall be done once each year
 - a. prior to the employee's anniversary date; or,
 - b. they may be conducted during a predetermined time frame in lieu of the anniversary date. Employees in departments conducting such evaluations shall be notified of this deviation from anniversary evaluations.

- c. At the discretion of a department, annual performance appraisals may be waived for the fiscal year, with notice to the Union and the Director of Employee and Labor Relations on or before July 1st of each year.
 3. Special performance evaluations may be conducted at any time to apprise employees of unsatisfactory work performance or exceptional performance.
 4. Evaluations shall be conducted by the immediate supervisor and reviewed by the department head.
 5. Evaluations are not subject to the grievance procedure. Actions taken as the result of a performance evaluation may be subject to the grievance procedure.
- F. If an employee is assigned to perform the duties of a higher paying classification for a period of four (4) or more consecutive hours, the employee shall receive the higher rate of pay for all time worked in the higher classification. An employee who is plus-rated to a higher classification will be plus-rated to the higher wage classification at the step the employee currently holds. If an employee is assigned to perform the duties of a lower paying classification, the employee shall not suffer reduction in pay. The University shall not assign employees to continually perform the work of a higher paying classification for a period of less than four (4) hours for the purpose of avoiding plus-rate. Qualified employees will sign-up for plus-rating and will be offered assignments to higher paying classifications on a rotating seniority basis within the department or appropriate segment of a department. It will be up to management in the department or segment of a department to determine whether an employee is qualified for the higher assignment. Qualifications may be determined by a test designed to fairly test the employee's ability to discharge the duties of the higher paying classification. If an employee does not agree with management's determination that he or she is qualified to be eligible for plus-rating, the employee may request that he or she be permitted to take a test in order to determine the employee's qualifications for the assignment. Upon successfully completing the test, the employee will be eligible for the next applicable plus-rate occurrence. If an employee's performance in the higher classification is not satisfactory, the employee may be removed from the rotation.

The plus-rate roster will operate similarly to the scheduled overtime equalization roster:

- a. A plus-rate occurrence of less than 45 days equals the length of the plus-rate assignment, i.e., the term of the

absence or the term of the department's need, and any plus-rate assignment of 45 or more days will be filled, as needed, by a temporary posting;

- b. An employee who is not available for plus-rating (on temporary assignment outside the department, on temporary assignment outside the bargaining unit, or on leave for more than two (2) weeks) will be charged on the plus-rate equalization list as if the employee was asked but refused the plus-rate. However, if the employee is on temporary assignment outside the department or on leave for less than two (2) weeks the employee will not be charged on the plus-rate equalization list unless the employee was contacted and refused the plus-rate. In such cases the University is not obligated to make an offer of plus-rating. In no event, will the University be required to create an overtime opportunity to permit the employee to continue in a temporary assignment and assume the plus-rate position.
- c. If an employee refuses, the plus-rate will be charged on the plus-rate roster for the number of plus-rate hours actually worked.
- d. If everyone on the plus-rate roster declines the plus-rate, the junior qualified employee in the unit (whether or not the employee is on the plus-rate roster) will be required to work the plus-rate.
- e. If the plus-rate is less than 8 hours, but 4 or more hours, the plus-rate will be offered by rotational seniority, based on the least aggregate hours, to the qualified employees on the shift. The University is not required to create an overtime opportunity to fill the plus-rate position.
- f. Backfill – If a temporary day shift vacancy of a week or more occurs due to filling a plus-rate need or other departmental need, the unit will notify unit employees of the temporary vacancy and will offer the temporary day shift vacancy on a rotational seniority basis. The offer of the temporary day shift vacancy will be contingent on and based upon operational needs.

If plus-rating is paid to the same position for 120 or more calendar days out of a 180 calendar day period, the position shall be posted and filled in accordance with Article 14, Section A (only) of this Agreement, except in cases where an employee is being plus-rated to fill a position temporarily left vacant by an employee on an approved leave of absence, and it is expected

that the absent employee will return to work.

Plus rating shall not apply if: (1) an employee is temporarily assigned to perform the duties of a position to which the employee is eligible to progress in accordance with Article 15 of this Agreement or (2) an employee in an Apprentice Program is assigned to perform the duties of a position to which the employee is eligible to advance in accordance with the Apprentice Program Memorandum of Understanding.

Any actions under this Article shall not constitute a vacancy as defined by Article 14(B).

G. Based upon the mutual intent of the parties to provide an opportunity for employees to receive a diversified experience in different departments and classifications, it is hereby agreed that employees shall not be eligible to apply for temporary labor pool vacancies in the same classification as the one in which an employee is currently serving. Department, for the purposes of this Article, shall be as defined in Article 16 and as modified in Article 6(G).

H. Part-time employees in Dining Services

1. Part-time employees in the Food Service Worker Classification in Dining Services are subject to and entitled to all the terms, conditions, and benefits of this Contract after completing their new hire probationary period except as expressly modified by the provisions of this Contract.
2. The new hire probationary period for part-time Food Service Workers is 960 hours worked in Dining Services. These employees may be discharged during the new hire probationary period and such discharge may not be grieved.
3. The University retains the right to schedule Food Service Workers and to change such schedules at its discretion.

I. Part-time Utility Workers.

1. The University will maintain a pool of Utility Workers whose purpose it is to be used for exceptional needs and to fill in for regular employees at management's discretion. Exceptional needs may include skilled or unskilled labor needs.
2. The Utility Workers are part-time employees who are subject to and entitled to all the terms, conditions, and

benefits of this Contract after completing their new hire probationary period except for the provisions of Article 18 (K), shift differential. However, the provisions of Article 19 (F), plus-rating, shall apply to Utility Workers who are plus rated to a classification in Pay Range 3 or higher, regardless of the employee's probationary status. Utility Workers are not eligible at any time for plus-rating to classifications in Pay Range 1 or 2.

3. The new hire probationary period for part-time Utility Workers is 960 hours worked. The University will make a good faith attempt to work Utility Workers on a shift other than day shift for 480 hours of the probationary period. These employees may be discharged during the new hire probationary period and such discharge may not be grieved.
4. The University retains the right to schedule Utility Workers and to change such schedules at its discretion.
5. The University will not use Utility Workers to avoid filling a full time or part time vacancy as defined by Article 14.

ARTICLE 20 MANAGEMENT ORDERS

In the event of a dispute or grievance arising, which is not promptly and amicably adjusted between the supervisor and employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved. The University agrees to meet immediately with the employee and the Union over issues involving safety. Nothing in this Article is intended to be a waiver of an employee's statutory right to refuse an unsafe work assignment.

ARTICLE 21 EXAMINATIONS

All applicants for positions, who meet the posted qualifications, shall be subject to examination.

Consideration of applicants may include an evaluation of such factors as related education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. Examinations shall consist of one or more tests in combination. Tests may be written, oral, physical, demonstration of skills, or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought.

When a written and practical examination is administered to determine qualifications, a composite score will be used. The average score of the two tests shall be seventy percent (70%) or better to achieve a passing score. An employee must receive at least a sixty percent (60%) score on either a written or practical test to be eligible for promotion.

Written examinations shall be administered by University Human Resources, or Human Resources' designee, at a location other than the employee's work site. Practical examinations shall be conducted by the employee's department supervision and shall be monitored by University Human Resources, or Human Resources' designee.

ARTICLE 22 GRIEVANCE PROCEDURE

It is the policy of Ohio University to deal fairly and promptly on all grievances brought to its attention by its employees who are members of the bargaining unit. It is the right of every member of the bargaining unit to use the prescribed grievance machinery without fear of reprisal.

A grievance under the terms of this Contract is defined as a dispute or difference between the University and the Union or between the University and an employee or employees concerning the interpretation and/or application of and/or compliance with any provision of this Contract, including safety and any and all disciplinary actions unless specifically precluded by this Contract; and when such grievances arise, the following procedure shall be observed:

In the event a grievance is submitted directly to Step 2 or directly to Step 3 by agreement of the parties or as specified by the Contract, said grievance must be filed in writing at that step not later than seven (7) work days following the date of the occurrence

of the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance.

If a grievance of the same issue involves two (2) or more employees, only one (1) employee shall be the representative grievant for purposes of this procedure.

When such grievances arise, the following procedure shall be observed:

Informal Step: Any employee claiming a grievance is encouraged to discuss the grievance with his immediate supervisor within three (3) work days following the date of the occurrence of the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance. The supervisor shall orally respond to the grievant not later than two (2) work days thereafter.

First Step: If the grievance is not settled at the Informal Step, or is not presented at the informal step, the employee, not later than seven (7) work days following the date of the occurrence of the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance, must present it in writing to the employee's immediate supervisor with or without the employee's District Steward. The written grievance will be on a form designated by the Union with a written statement of the grievance, and signed by the employee. The supervisor shall give a written answer to the employee within seven (7) work days following the date of presentation and discussion of the grievance. If this does not resolve the grievance, it may be appealed to the Second Step.

Second Step: Within seven (7) work days following the date of the supervisor's written response at the First Step, the grievance may be appealed by the employee and/or the employee's Steward to the administrative head of the unit. The appeal shall be on the form designated by the Union with a written statement of the grievance and signed by the employee and the Steward.

The written grievance shall include the nature of the grievance, the section of the Contract alleged to have been violated and the specific relief requested. Within seven (7) work days following the date of the presentation of the grievance at the Second Step, a meeting will be held between the Vice-President, district steward, employee, and the employee's supervisor and/or administrative department head (or a designee) to handle the grievance at

the Second Step. The administrative head or a designated representative will give an answer in writing to the grievance within seven (7) work days following the date of the meeting. If this does not resolve the grievance, it may be appealed to the Third Step.

Third Step: Within seven (7) work days following the date of the written response to the Second Step, the grievance may be appealed in writing to the Chief Human Resource Officer or a designated representative, by the Union. The grievance shall be heard at a mutually agreeable date and time for the parties. The grievant and not more than three (3) representatives of the Union will be entitled to attend the hearing. Management may have not more than four (4) representatives in the hearing. Both the Union and management may call witnesses into the hearing. The parties may mutually agree to establish other days and times to hear grievances. A decision will be given in writing by the Chief Human Resource Officer or a designated representative within twenty (20) work days following the date of the Third Step meeting.

For purposes of grievance procedure time limits, work days herein shall be defined as Monday through Friday. Holidays will be considered work days for purposes of time limits herein.

Arbitration: In the event the Third Step is unable to resolve the grievance, the Union must initiate any arbitration appeal by filing a written arbitration demand with the University within twenty (20) calendar days following the date the Union received the University Step Three written response for the grievance to remain valid. A permanent panel of five (5) arbitrators will be selected by the parties. Once a permanent panel is established, the parties shall select an arbitrator from the panel for each case through a random drawing. The arbitrator's selection will be made within sixty (60) calendar days of the University's receipt of the appeal to arbitration. Once selected, the arbitrator's name will not longer be available for selection until all remaining arbitrators on the panel have been selected. The arbitrator will be notified of his or her selection by a joint letter from the parties. The letter will include a request that the arbitrator set a date and time for the hearing, subject to the availability of the Union and University representatives, provided that the hearing must be held within sixty (60) days following the selection of the arbitrator. If the arbitrator is unable to schedule the hearing within the sixty (60) days period, the parties may select another arbitrator using the random selection procedure set forth above.

The parties may mutually agree to remove an arbitrator from the panel after the arbitrator has issued at least one decision. Replacements to the panel will be selected by the parties. If the parties cannot mutually agree to a replacement, either party may request a panel of seven (7) arbitrators from FMCS. The arbitrator will be selected by utilizing the alternate strike method. The parties shall determine who strikes first with a coin toss. Either party may reject up to two lists. The party rejecting the list shall be responsible for requesting a subsequent list.

Said arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Contract, nor shall the arbitrator substitute their discretion for that of the University or the Union where such discretion has been retained by the University or the Union, nor shall the arbitrator exercise any responsibility or function of the University or the Union.

The fees and approved expenses of the arbitrator shall be paid equally by the parties.

The cost of any transcript of the arbitration hearing shall be the responsibility of the requesting party, except that whenever the other party procures a copy of the transcript, the total cost of all transcript copies, Court Recorder fees and all other associated costs shall be paid equally by the parties.

The arbitrator's decision shall in all respects, conform with the terms of this Contract. The arbitrator's decision must be rendered within thirty (30) days following the closing of the arbitration hearing and the decision shall be final and binding upon the University, the Union and the employees covered by this Contract.

Grievance Mediation: Once a grievance has been appealed to arbitration by the Union, the parties, upon mutual agreement, may request the assistance of a mediator appointed by the FMCS or SERB to conduct a grievance mediation session. The mediator shall conduct the session at least thirty (30) days prior to any scheduled arbitration hearing. The session will be done in an informal manner as determined by the mediator. The mediator will attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final and binding and any settlement of the grievance at this step will be based upon the mutual agreement of the parties. If the parties are unable to resolve the grievance through mediation, the mediator will provide the parties with an immediate oral advisory opinion, unless waived by mutual agreement of the parties.

Time Limits: Any time limit set forth in the grievance procedure may be extended only by mutual written agreement. If either party fails to meet the time limits set forth in this Article without a mutual extension, the grievance shall be decided in favor of the other party without precedent.

Withdrawal of Cases: A grievance may be withdrawn without prejudice at any time prior to arbitration, and if so withdrawn, all financial liabilities shall be canceled. Should an arbitration case be withdrawn after the selection of an arbitrator, all arbitrator fees and expenses shall be shared equally by the parties.

The procedures set forth in this Article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this Contract. It is expressly understood that the procedures set forth in this Article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

Implementation:

1. Release of a grievant to consult with Union representatives at Step 1 and Step 2 prior to any hearing must be approved in advance by the grievant's immediate supervisor and is subject to the operational needs of the department. Release time shall not be unreasonably denied.
2. Release of any other employees as witnesses for the Union at Step 1, Step 2, Step 3 or pre-arbitration meetings to either consult with Union representatives or attend hearings, must be approved in advance by the employee's immediate supervisor and is subject to the operational needs of the department, as well as the Union's establishment of the relevance of said employee's presence at the meeting or hearing. Release time shall not be unreasonably denied.
3. Union representatives may consult with employee grievant/s and/or employee witnesses for the Union one-half (1/2) hour prior to the time of the Step 3 hearing and one (1) hour prior to the time of any arbitration hearing, provided at least eight (8) hours advance notice is given to the Director of Labor Relations Director of AFSCME Ohio Counsel 8 or the President of Local 1699 as to the names of employees attending the step 3 and/or arbitration hearings. Employees will be released for the applicable one-half (1/2) or one (1) hour period prior to the

hearing unless an unusual emergency work need exists which precludes the work release of employees. Employees will be released for any necessary hearing time.

4. Release time, herein, will be paid at the employee's straight time hourly rate only. There shall be no pay for any time an employee is involved in the grievance process outside the employee's normal work hours.
5. Other than the release time as prescribed herein no employee will be released from work duty during the grievance process.
6. All release time as prescribed herein shall be on the premises of Ohio University and employees are expected to return to work immediately after any consultation or hearing as prescribed herein, and to notify their immediate supervisor immediately upon their return to work.

ARTICLE 23 UNION STEWARDS

The number of representation districts in the unit shall be eight (8) unless the number is increased or decreased by agreement between the University and the Union. The University and the Union may redistrict the unit from time to time by agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase in the work force is a sound and sensible basis for implementing this section of the Contract.

- A. In each district, employees in the district shall be represented by a District Steward who shall be an employee covered by this Contract and working in the district.
- B. The District Steward, in his/her own district, in accordance with the terms of this section, may investigate and present grievances to the University. When the District Steward is absent from campus during his/her regularly scheduled shift, it is understood that the Vice-President may assume the responsibilities of the District Steward. When both the District Steward and Vice President are absent from campus during their regularly scheduled shift, the President will investigate and present grievances to the University. In the absence of the District Steward, Vice President and President, Union table officers, on

their non-work hours, may investigate and present grievances to the University.

- C. The Vice-President, in accordance with the terms of this section, may investigate and discuss grievances with supervisor, stewards and/or employee(s) after the First Step of the Grievance Procedure prior to the Second Step hearing.
- D. The Union President shall be an employee in a classification within a department covered by this Contract. The Union President will not be assigned to a specific job station or shift in order to afford the President maximum opportunity to meet his/her responsibilities. However, the Union President shall have the right to remain on all overtime lists that the President would normally be on. The Union President may investigate and discuss grievances with supervisors and/or stewards after the Second Step of the Grievance Procedure. In so doing, provisions E, F, and H will also apply to the Union President.
- E. The appropriate steward or Vice-President normally will be granted permission to leave work, without loss of time or pay, for the purpose of investigating or processing an employee's grievance.
- F. The privilege of stewards or the Vice-President leaving their work is subject to the understanding that the time will be devoted to the prompt and proper handling of grievances and the privilege will not be abused.
- G. Stewards and the Vice-President will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein and in accordance with Article 22.
- H. Before leaving a work assignment, a steward and/or the Vice-President must have approval of (1) his/her immediate supervisor and (2) the supervisor of the employee whose grievance is being investigated.
- I. An appointed time for the grievance investigation is subject to departmental operating requirements.
- J. Any alleged abuse by either party will be a proper subject for a Labor-Management Meeting.

- K. The Union will furnish the Chief Human Resource Officer with the names of its authorized representatives, stewards, and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the University may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will, through the Chief Human Resource Officer, keep the Union advised as to its representatives. An employee will not be paid at any time that he/she is present during the processing of a grievance if the time falls outside normal working hours.

ARTICLE 24 LABOR-MANAGEMENT MEETINGS

The University or the Union may request a Labor-Management Meeting. The meeting shall be scheduled by mutual agreement. An agenda should be used when possible.

ARTICLE 25 OCCUPATIONAL HEALTH

- A. In the interest of health and safety, the University has established an Occupational Health Program for classified employees. The program encourages and assists employees in maintaining good health; provides medical services and/or referral services as determined by Hudson Health Center for on-the-job illness or injury; assists the University in proper placement, regarding health and physical welfare of applicants and employees in jobs for which they are suited.
- B. Accordingly, the University may:
1. Require a pre-placement medical evaluation for job applicants selected for employment.
 2. Provide, within limitations of the program, medical services for employees who suffer an occupational illness or injury.
 3. Require medical clearance for employees returning to work from an authorized leave of absence.
 4. Require medical clearance for employees returning to work after an extended absence for medical reasons of more than ten (10) consecutive work days or, at the discretion of the University, fewer days.

5. Require a physical evaluation to assist in proper placement of employees requesting change to a job classification requiring different or increased physical qualifications.
 6. Require medical evaluation for purposes of continuing employment.
 7. If an employee reports to work and becomes injured, the employee will be paid for the day.
- C. The University reserves the right to have an employee examined by a physician chosen by the University before permitting an employee to return to work after an illness, injury or disability or to continue working. If the employee's physician and the University's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the University may be sought. If the parties cannot agree on a third physician, the employee's physician and the University's chosen physician will be asked to seek a consulting specialist's opinion.

ARTICLE 26 MEAL COSTS

Within the requirements of applicable laws, Ohio University will continue its policy of providing meals to Dining Services employees regularly assigned in the dining halls of the University. Current work rules pertaining to meals are unchanged.

Should any change be required in the present policy by operation of law, the University will, prior to instituting such change, discuss with the union the terms of a mutually acceptable meal policy.

ARTICLE 27 CLEAN-UP TIME

A five minute clean-up before lunch (or any other on-shift meal according to shift worked), and another five-minute clean-up time before the end of the shift will be provided in each department covered by this Contract.

ARTICLE 28 SAFETY COMMITTEE

The BARGAINING UNIT/MANAGEMENT Safety Committee will be continued for the purpose of developing and disseminating safety information, reporting and discussing unsafe conditions or activities that committee members may observe or have reported to them, recommending remedial measures to alleviate unsafe conditions or practices AND ANY OTHER SAFETY RELATED TOPIC AS DEEMED APPROPRIATE BY THE SAFETY COMMITTEE. All safety standards must meet or exceed state OSHA regulations.

It shall not be the function of the Safety Committee to initiate grievances concerning safety or any other matters.

Membership on the Safety Committee will include:

- a) Environmental Health Consultant,
- b) The Safety Committee will include a Chair and Vice-chair rather than co-chairs. The Chair and Vice Chair positions will rotate yearly on January 1. The Chair beginning January 1, 2003, will be from the bargaining unit. The parties agree that with 30 day's notice, either party can void this and revert to having co-chairs, one from the bargaining unit and the other from Environmental Health and Safety.
- c) A number of employees, as mutually agreed by both parties, to be appointed by the Chief Human Resource Officer or designee; and
- d) A number of bargaining unit employees, as mutually agreed by both parties, to be appointed by the Union.
- e) Ohio University and AFSCME Local 1699, Ohio Council 8, can agree, as needed, to change the numbers on the safety committee as long as there is equal representation from both management and the union.

The Safety Committee can, on an as needed basis, invite resource people to provide information to the Safety Committee. Regular meetings will be held once each month at a time and location mutually agreed upon by the parties. Each committee member shall be responsible for informing the Chair at least twenty-four (24) hours before the meeting of any agenda item the member wishes to have discussed. In the event no agenda item is received by the Chair, the regular meeting for the month may be canceled. Special meetings may be scheduled by mutual agreement.

ARTICLE 29 PARKING

With notice, the University may change its policy of providing free parking for University employees during the term of the contract. All bargaining unit employees will be subject to the same costs and conditions as non-bargaining unit staff. Three (3) bargaining unit representatives to be designated by the Union will be appointed to the University Parking Committee. At the time paid parking is implemented for the classified, non-bargaining unit employees, each bargaining unit employee who parks on campus will pay an amount equal to the cost of the green/purple parking permit, not to exceed \$150 per year.

ARTICLE 30 BULLETIN BOARDS

The Union may have reasonable space to post official Union notices on existing bulletin boards in all bargaining unit departments.

ARTICLE 31 EMPLOYEE NOTICE

In the interest of providing up-to-date information to deal with emergencies, overtime assignments, administration of benefits, etc., employees shall immediately notify their department or segment supervisor, in writing, of any changes in contact information (name, address and telephone number). Employees shall also immediately notify University Human Resources, in writing, of any changes in the contact information as well as changes in the employee's marital status and record of immediate family. University Human Resources shall then notify the Local Union President of such changes.

ARTICLE 32 REST PERIODS

The department head or designee shall schedule a fifteen (15) minute rest period for each employee in the bargaining unit during the first four (4) hours of the shift and the second four (4) hours of the shift for each shop, or area, within the department. To the extent practicable such rest periods shall be scheduled during the middle hours of the shift and must be taken at the job site. The department head or designee may as a result of mitigating circumstances change the scheduled rest time on a given day.

ARTICLE 33 DISCIPLINE

- A. The continued employment of all employees shall be during good behavior and efficient service except as provided in Article 12. No employee shall be suspended or terminated except for incompetency, inefficiency, dishonesty, intoxication, under the influence of drugs of abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of University rules or any other failure of good behavior. Discipline shall be for just cause.
- B. Written reprimands and written warnings will be removed from employees' personnel files, both in the department and UHR, twelve (12) months after the effective date of the document providing there is no intervening written notice of disciplinary action during the twelve (12) month period.
- C. Suspensions will be removed from an employee's personnel files, both in the department and UHR, eighteen (18) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the eighteen (18) month period. Suspensions will remain on file for employees whose employment is terminated during the eighteen (18) month period or who are involved in litigation or review in a court or governmental agency during the eighteen (18) month period. Leave of absence or layoff periods will not count as part of the eighteen (18) months.
- D. In imposing discipline on a current charge, the University shall not take into account any written reprimands or suspensions which would have been removed by the procedure of B and C herein, or any other discipline which occurred more than three (3) years previously.
- E. An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his/her personnel record. A Union Representative may be present when such discipline is given. Employees who are called into meetings for the purpose of discipline shall be informed of their right to have a Union Representative present. Upon the request of the employee, The Local Union President shall receive a copy of any suspension and/or discharge notice.
- F. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which the employee has been suspended

or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of suspension or discharge, the District Steward, or Vice-President or President may be present and the affected employee shall be informed of his/her right to Union representation.

- G. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.
- H. Disciplinary actions may be subject to the Grievance Procedure. Grievances involving disciplinary suspensions or terminations may be initially filed at Step 2 of the Grievance Procedure.

ARTICLE 34 LEAVES OF ABSENCE

All leaves specified in this Article shall be without pay, except as provided herein, and without loss of seniority. The University may use temporary employees to fill in for the period of leaves of absence in accordance with Article 6 (D).

- A. Personal - Any employee who has completed one (1) year's continuous service with the University may apply for a leave of absence for personal reasons not to exceed six (6) months. Said leave shall be applied for in writing and may be granted whenever practicable. However, in no case shall leave be granted to any employee for the purpose of seeking or accepting other employment. Insurance coverage shall not be continued during the period of such leave.
- B. Family and Medical Leave Act (FMLA) - Employees with one year of service with the University and who have 1,250 hours in active pay status in the previous 12 month period are eligible for up to twelve weeks of paid (existing sick leave and/or vacation) and/or unpaid leave for qualifying events, in a twelve month period (rolling year, see CFR Title 29, Part 825.200).
 - 1. Qualifying events are:
 - a) Childbirth - within twelve months following the birth of the employee's child.
 - b) Adoption or foster care - within twelve months of the adoption or placement of a child for foster care.
 - c) Serious personal illness -
 - 1) a serious health condition that results in a period of

incapacity for more than three days during which the employee is unable to work, or

- 2) a chronic condition requiring a regimen of ongoing care by a health care provider that intermittently (less than three days) renders the employee unable to work while seeking treatment or while recovering from the condition.
- d) Serious illness of a member of the employee's immediate family - a serious health condition (as defined in "c" above) which requires the employee to provide care. Immediate family is: father, mother, spouse, and child (under 18 or over 18 if incapable of self-care.)
- e) qualifying "exigencies" due to the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty or has been called to active duty.
- f) Serious injury or illness of a covered military service member if the employee is the spouse, son, daughter, parent or next of kin of the service member.
 1. Eligible affected employees are entitled to 26 work weeks of leave during a 12 month period to care for the service member with a serious injury or illness.
 - a. An eligible employee's total FMLA leave entitlement is limited to a combined total of 26 work weeks of FMLA for any qualifying reason/s.
 - b. The FMLA leave must be designated by the University as leave for the covered service member.
 - c. spouses or domestic partners both working for the University are limited to a combined total of 26 weeks of FMLA.
 2. Employees will first use sick leave, where appropriate, prior to unpaid leave. Employees may chose to use vacation prior to unpaid leave after sick leave is exhausted or for events where sick leave is inappropriate.
 3. Employees will give thirty days notice when requesting FMLA leave or as much notice as is practicable if treatment is required in less than thirty days.
 4. In qualifying events relating to a serious health condition, employees will provide medical certification of the need for FMLA leave from a health care provider. The University may require an independent examination at no cost to the employee.
 5. Employees may request paid or unpaid leave under FMLA by

using either the Sick Leave Form or Leave or Absence Form, as appropriate.

6. Any use of FMLA leave will not be counted for attendance ratings in performance evaluations or be used in other employment decisions.
 7. Typically, FMLA leave will be taken on a continuous basis. For eligible events where an intermittent leave is medically necessary, a reduced work day or workweek may be considered. An intermittent schedule will be agreed upon before the start of the leave, whenever possible.
 8. FMLA leave coordinates with other paid and unpaid leaves.
 9. Employees returning from FMLA leave will be returned to their former position.
- C. Medical - Any employee who has completed the new hire probationary period and who has exhausted his/her accumulated sick leave may be granted a leave of absence for illness for a period not to exceed six (6) months, including any unpaid FMLA leave taken for serious personal illness, in a twelve (12) month period (rolling year). If requested, the employee shall furnish satisfactory medical proof of such illness. The University will continue the insurance coverage under Article 38 for the period of such leave. Employees returning from Medical Leave will be returned to their former position.
- D. Maternity - An employee shall be entitled to leave of absence for maternity purposes. She should make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of her physician. The leave shall commence as recommended by certificate of the employee's physician. Upon returning, the employee shall be returned to her former position. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The University will continue the insurance coverage under Article 38 for the period of such leave. Employees who are pregnant may continue to work.

The expectant mother has the option to choose whether to use her FMLA first or, where applicable, maternity leave first. Maternity leave is only granted for the pregnancy related disability of the mother. A maximum aggregate total of six (6) months unpaid maternity leave and FMLA is provided for eligible women.

At the employee's option, accumulated vacation, compensatory time and sick leave may be used during maternity leave.

- E. Disability - In the event that a disabling illness continues beyond the medical leave of absence, the employee will be placed on a disability leave. In such event, the certificate of employee's physician shall satisfy medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to the employee's former classification shall be required before the employee returns to work, concluding the disability leave. Insurance coverage shall be continued for employees who are on either medical or FMLA leave and/or subsequent disability leave for a period not to exceed six (6) months for the combined leaves of absence.

Any employee on approved disability leave or who has been separated from employment without delinquency or misconduct on his/her part, may be reinstated to a same or similar position within five (5) years from the date of such separation. An application for reinstatement shall not be filed after the date an employee is eligible for service retirement.

- F. Union Business - The Union may request a paid leave of absence not to exceed fifty (50) aggregate days during any one calendar year. The Union shall request and the University may grant, at its discretion, said leave for employees to attend Union functions, and/or provide services to the Union, as the Union deems necessary. Such leave will be granted whenever practicable. The Union agrees to provide the University's Director of Labor Relations with each request for Union business time under Article 34 (F). Insurance coverage will continue during the period of such leave. The Union will reimburse the University for the cost of such leave. The reimbursement will include the cost of the employees' hourly rate and direct payroll contributions made by the University on behalf of the employee.

An employee with one (1) year of service who accepts a full time assignment with the International Union or the Council, by election, appointment or hire, shall be granted a leave of absence not to exceed one (1) year for said assignment. Upon application in writing, said leave shall be extended for an equal period of time. Insurance coverage shall not be continued during the period of such leave.

- G. Military - It is the policy of Ohio University to grant military leave of absence as required by State and Federal laws to permanent employees with at least ninety (90) days of

employment with the University who are inducted or otherwise enter military service. The duration and benefits of a leave of absence for military service will be subject to the provisions of the Ohio Revised Code, or USERRA, whichever has the greater applicable benefit in effect at the time.

Employees who are members of the Ohio National Guard or a member of a reserve component of the armed forces are eligible for military leave without loss of pay for occasional periods of field training or active duty not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Such leave will be in addition to regular vacation time and there is no requirement that the service must be in one continuous period of time. The maximum number of hours for which payments may be made in any one (1) calendar year under this provision is 176 hours. A month is defined by ORC 5923.05 (2)(b) as twenty-two (22) eight (8) hour work days or 176 hours within one calendar year. Additionally, pay and insurance coverage for employees called to active duty for longer than a month will comply with the Ohio Revised Code (ORC) 5923.05 and ORC 5923.051 and any other applicable state or federal law.

A formal written request for military leave of absence should be submitted to the employee's department head at least two (2) weeks in advance, whenever possible, of the first day of leave. Employees must complete OU Request for Unpaid Leave of Absence for this purpose. A copy of the induction or enlistment notice should be attached to each request whenever possible and submitted to their supervisor and University Human Resources. Appropriate entries must be made on the employee's time sheet/card for the pay period(s) involving paid military leave.

Those persons filling a position of an employee on military leave will be advised that the position is temporary and that the employee on military leave has re-employment rights. An employee forfeits reinstatement rights if the employee exceeds the five-year cumulative voluntary military service limit. The five year cumulative voluntary military service limit does not include: inactive duty training (drill); annual training; involuntary recall to or retention on active duty; voluntary or involuntary active duty in support of a war, national emergency, or certain other operational missions; or additional training requirements determined and certified in writing by the Service Secretary and considered to be necessary for professional development or for completion of skill training or retraining.

Time for reinstatement application and time limits for returning to work depend on the duration of the orders:

Service of 1 to 30 days – return with reinstatement application and begin on the first regularly scheduled work period on the first full day following completion of service and expiration of an 8-hour rest period following safe transportation home.

Service of 31 to 180 days – application for reinstatement must be submitted not later than 14 days after completion of military duty. The affected employee will be promptly returned.

Service of 181 or more days – application for reinstatement must be submitted not later than 90 days after completion of military duty. The affected employee will be promptly returned.

Prompt return will depend on individual circumstances of the department. However, return should occur in a matter of days and, at most, a matter of one to two weeks.

The affected employee's re-instatement rights to his/her position will be subject to the Collective Bargaining Agreement's Seniority, Layoff and Recall Article, as well as all other relevant Collective Bargaining Agreement provisions.

Other provisions of applicable State and/or Federal law will be observed in considering employment rights and benefits relating to veterans, members of the National Guard and other covered military components.

- H. Bereavement - An employee who has completed the new hire probationary period shall be eligible for use of paid bereavement leave, not to exceed three (3) days. Typically this leave is used to make arrangements for and attend the funeral of a member of the employee's immediate family. Immediate family shall be defined as the employee's: grandparents, great-grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, legal guardian or other person who stands in place of a parent. In addition to the above, employees may use up to two (2) days of sick leave for bereavement leave. An employee's legitimate use of bereavement leave shall not be considered for purposes of enforcement of absenteeism standards and/or absenteeism work rules. Employees who are on a seasonal layoff in accordance with Article 12 are eligible for bereavement leave.

- I. Jury Duty - Employees shall receive full pay for regular work hours lost for any court or jury duty by the United States or Ohio courts. Employees subpoenaed to testify in Court shall receive full pay for regular work hours lost due to the subpoenaed court appearance. Employees involved in civil or criminal actions of a personal nature may use vacation or compensatory time or request an unpaid personal leave of absence.

Employees called to serve on jury duty whose assignments require them to work beyond 11:00 p.m. may, at management's discretion, be released from work with pay at 11:00 p.m. the evening before they are scheduled to appear in court, or, alternatively, the affected employee's shift may be flexed or the employee may be temporarily transferred to a dayshift during the period of jury duty.

Employees called to serve on jury duty whose work schedule is completed prior to 11:00 p.m. will be released from work the day of their scheduled court appearance until the time they are released from their court services.

If an employee is selected to serve and required to serve all day, the employee will not be required to report for work that day.

If an employee is selected to serve and required to serve only part of the day on jury duty, the employee should check with their supervisor regarding returning to work.

If an employee is required to report but not selected to serve, the employee is required to report to work and complete their assigned work schedule.

Employee's must provide verification of their appearance in court as a witness or juror.

ARTICLE 35 SICK LEAVE

- A. All employees will earn and accrue sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hour bi-weekly pay period. Sick leave credit for less than eighty (80) hours of service in a bi-weekly pay period will be calculated on a prorated basis. The calculation of all sick leave credits will be based on hours in active pay status.

- B. Requests for use of sick leave shall be signed by the employee and subject to the approval of the department head. Sick leave may be used for absence due to personal illness, pregnancy-related conditions, injury, exposure to a contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Immediate family shall be defined as the employee's: grandparents, great-grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, legal guardian or other person who stands in place of a parent.
- C. Requests to use sick leave credits for a death in the employee's immediate family shall be in accordance with Article 34.
- D. Time spent from work for doctor or dentist visits will be considered for approved sick leave if accompanied by a physician's statement.
- E. Falsification of either the signed sick leave request or physician's statement shall be grounds for disciplinary action including dismissal.
- F. Unused sick leave shall be cumulative without limit.
- G. Upon retirement with ten (10) or more years of service, the employee may elect to be compensated at his/her current rate of pay for fifty percent (50%) of accrued and unused sick leave not to exceed sixty (60) days. Upon the death of an employee with ten (10) or more years of service, fifty percent (50%) of accrued and unused sick leave not to exceed sixty (60) days will be paid to survivors based upon the rate of pay at the time of death.
- H. In the event that an employee terminates or is laid off from the University, there will be no pay for accrued and unused sick leave.
- I. The University may use temporary employees to fill in for the period of the sick leave in accordance with Article 6(D).
- J. Effective July 1, 2000, bargaining unit employees will be eligible for the benefits under Ohio University policy #40.028. The policy, for purposes of this contract, is modified in regard to employee requests for Personal Days. Personal Day requests that are made to the employee's immediate supervisor 24

hours in advance from the beginning of the requested shift shall be granted unless extraordinary operational needs exist. Requests for a Personal Day made less than 24 hours in advance of the shift will be subject to approval by the affected employee's immediate supervisor. Approval will be based on the operational needs of the affected department.

ARTICLE 36 VACATION LEAVE

- A. Employees with less than one (1) year of service with the University may use accumulated vacation after their initial probationary period.
- B. Each full-time employee, after one (1) year of service with the University, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.
- C. A full-time employee with five (5) or more years of service with the University (or State) shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay.
- D. A full-time employee with ten (10) or more years of service with the University (or State) shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay.
- E. A full-time employee with twenty (20) or more years of service with the University (or State) shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.
- F. Vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each biweekly period for those entitled to eighty (80) hours per year; four and six-tenths (4.6) hours each biweekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) hours each biweekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven-tenths (7.7) hours each biweekly period for those entitled to two hundred (200) hours per year.
- G. An employee must be in an active pay status (i.e., working or on approved paid leave) to earn vacation leave credits.

- H. All use of vacation leave credits is subject to approval by the immediate supervisor. Vacation leave must be approved in advance and is subject to the operating needs of a given department.
- I. Vacation pay shall be paid in advance to those employees taking a vacation of one (1) week or more, and who request such pay at least three (3) weeks in advance of the vacation.
- J. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.
- K. Upon separation from the University, an employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation. In the case of death of an employee, such accrued and unused vacation leave shall be paid to the employee's beneficiary or estate.
- L. Vacation benefits shall also be applicable to permanent part-time bargaining unit employees on a pro-rated basis as follows:
 1. The vacation entitlement based upon service years will be as stated in Article 36(A) (B) (C) and (D).
 2. The vacation accrual rate per each bi-weekly pay period based upon the vacation entitlement shall be as stated in Article 36(E).
 3. However, for purposes of earning vacation for entitlement, the applicable accrual rate for each part-time employee will be applied proportionately to the employee's total compensable hours reported and paid each bi-weekly pay period.

The following is an example of the part-time employee pro-rated vacation accrual and vacation earned calculation:

Years of Service	Accrual Rate per 80 Hrs. worked	Hrs. Reported	Vac. Earned
Less than 1 year	3.1 hrs.	—	—
After 1 yr. service	3.1 hrs.	40.0 hrs	1.6 hrs.
After 5 yrs. service	4.6 hrs	34.0 hrs	2.0 hrs
After 10 yrs. service	6.2 hrs	28.0 hrs	2.2 hrs
After 20 yrs. service	7.7 hrs	50 hrs	4.8 hrs

4. It is also understood that vacation leave for part-time employees cannot exceed nor be in addition to their scheduled work hours.
5. The provisions of Article 36(F) (G) (H) (I) and (J) are also applicable to part-time employees.

ARTICLE 37 HOLIDAYS

- A. The following holidays will be observed for all employees in the bargaining unit:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
*Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
*Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in Nov.
Christmas	December 25
*Designated as "floating" holidays and observed on different dates as approved by the University's Board of Trustees.	

In addition, employees will have their birthday as a floating holiday. This holiday is to be observed on a day the employee is normally scheduled to work (except for employees who choose to use their day during a seasonal lay off). Employees will receive straight time pay for the hours of their regularly scheduled shift on this day. This floating day is scheduled based the employee's giving advance notice and is subject to approval of their supervisor based on the operational needs of the department. The floating holiday must be taken all at one time and cannot be taken in increments less than one shift. This day is to be taken during the calendar year and cannot be carried forward year to year.

- B. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Eligibility for holiday pay shall be based on the date specifically observed as the holiday.

- C. A full-time employee shall be eligible for eight (8) hours of holiday pay regardless of work shift and work schedule. A part-time employee shall be eligible for holiday pay for any holiday (or portion thereof) on which the employee is normally scheduled to work.
- D. Part time employees, who are not regularly scheduled, will receive holiday pay if they actually work three (3) days of the week in which the holiday falls. Such employees will not be required to be in active pay status on the work day prior to and following the holiday.
- E. In order to receive holiday pay, an employee must be in active pay status on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday. The University may require proof of any illness occurring the day before and after any holiday where there is a claim for paid time off. Employees on leave of absence without pay or in layoff status on the day observed as a holiday are not entitled to holiday pay. Full-time employees, who are subject to a seasonal layoff for any period between November 1 and January 1 of each academic year, shall receive eight (8) hours of pay for each holiday falling within the above stated period. If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.
- F. All employees shall be scheduled off on all days observed as a holiday except those scheduled for vital service work as determined by the University. At least fourteen (14) calendar days advance notice shall be given by the department head to employees who are required to work on a holiday to maintain the vital services of the University.
- G. All full-time employees who work on a day observed as a holiday shall receive eight (8) hours holiday pay. In addition, pay for time worked on a holiday shall be consistent with Article 10.
- H. In addition to the above holidays, the University shall observe any holiday appointed and recommended by the Governor of this State or the President of the United States.

ARTICLE 38 INSURANCE

- A. The University will make available to all employees covered by this Contract insurance benefits. Employees currently enrolled in the Preferred Provider Organization (PPO) must remain in the PPO and all new employees will have the PPO enrollment option only.

The AFSCME Comprehensive Plan will remain in effect. Employees currently in the Comprehensive Plan who do not indicate which plan in which they wish to participate during the open enrollment period will be automatically moved to the PPO and will not be able to return to the Comprehensive Plan.

- B. The bi-weekly premium co-payments will be effective on the beginning date of the bi-weekly pay period on which July 1, 2010, July 1, 2011 and July 1, 2012, respectively, occurs. The 2010 prescription co-pay changes will become effective on July 1, 2010.

	First Year 7/1/10	Second Year 7/1/11	Third Year 7/1/12
First Quartile \$0-\$34,600 (Assumes yearly projected income based upon 2080 hours of regular pay)	\$13.50 – Single \$24.00 – Single+1 \$35.00 - Family	\$14.85 – Single \$26.40 – Single+1 \$38.50 - Family	\$16.34 – Single \$29.04 – Single+1 \$42.35 - Family
Second Quartile \$34,601+ (Assumes yearly projected income based upon 2080 hours of regular pay)	\$16.50 – Single \$28.00 – Single+1 \$42.00 - Family	\$18.15 – Single \$30.80 – Single+1 \$46.20 - Family	\$19.97 – Single \$33.88 – Single+1 \$50.82 - Family
Drug Co-pays	<u>RETAIL</u> \$10.00 – Generic \$20.00 – Brand Formulary \$30.00 – Non- formulary	<u>RETAIL</u> \$10.00 – Generic \$20.00 – Brand Formulary \$30.00 – Non- formulary	<u>RETAIL</u> \$10.00 – Generic \$20.00 – Brand Formulary \$30.00 – Non- formulary
	<u>Mail Order</u> \$12.00 – Generic \$35.00 – Brand Formulary \$45.00 – Non- formulary	<u>Mail Order</u> \$12.00 – Generic \$35.00 – Brand Formulary \$45.00 – Non- formulary	<u>Mail Order</u> \$12.00 – Generic \$35.00 – Brand Formulary \$45.00 – Non- formulary

- C. Part-time employees will pay a pro-rated portion of premiums based upon the number of hours worked or paid in the preceding pay period. The pro-ration is based on the two-week eighty (80) hours pay period.
- D. Seasonally laid off employees will continue to receive insurance benefits during the seasonal layoff. Such employees will be required to pay their co-payment of premiums. Co-payment will be made by deduction from pay during the seasonal lay-off or, if there is an inadequate amount of pay to cover the co-payment/s, the affected employee will establish a payment plan with the Benefits Office of University Human Resources upon the employee's return to work.
- E. The University will have the right to change the third party administrators of the insurance plans as long as substantially equivalent benefits are provided to employees.
- F. Probationary Utility Workers and Food Service Workers will be eligible to receive the PPO insurance benefits set forth in this Article.

ARTICLE 39 EDUCATIONAL BENEFITS

It is the policy of Ohio University to provide educational opportunity for active or retired full-time and part-time bargaining unit employees, their spouses, and their children. The benefits under this plan may vary according to employment status, and the program applies only to courses offered for credit by the University, including programs offered through independent study. Benefits under this policy shall be applicable to certain workshops, noncredit courses, audited courses, OPIE courses, special course fees, or certain courses and programs delivered through Lifelong and Distance Learning as listed at <http://online.ohio.edu/partnerprograms.htm>. Fee structures of the University are subject to change without notice.

Employees must first satisfy employment demands, and will not simultaneously be full-time students. Consequently, no more than ten (10) quarter hours/semester hours* of undergraduate courses and no more than eight (8) quarter hours of graduate courses will be permitted per quarter without approval from the appropriate department head and dean of the college.

To qualify for this tuition waiver, an employee must be on the payroll by the first day of the quarter/semester. (An employee on layoff status shall be qualified for this scholarship during the period of the layoff subject to the same limitations on number of credit hours.) This rule of eligibility also applies to employee spouses and employee children.

Employees who have been suspended within 18 calendar months of the employee's request to take a class during work time will be denied by the department.

*semester hours will approximate quarter hours.

FULL-TIME AND PART-TIME BARGAINING UNIT EMPLOYEES

A. Employees

With supervisory approval, an employee may take one (1) course per quarter/semester during regular working hours and an additional course during non-working hours during periods of employment.

B. Fees

1. At the discretion of the department chair/head, a full instructional and general fee tuition waiver may be granted for course work which is directly related to the employee's current position. A full waiver is granted on a course-by-course basis, not for an entire degree program.
2. The tuition waiver for a full-time employee is equal to 100% of the instructional fee.
3. The tuition waiver for a part-time employee is equal to 50% of the instructional fee.

C. General Information

1. Requests for participation in the tuition waiver program must be submitted quarterly or by semester by the employee on a standard form which may be obtained from University Human Resources. The form must be completed by the employee and signed by the departmental authority granting the permission to enroll.
2. Time Spent Away From Work

Employees are encouraged to further their education, and therefore, department heads should attempt to assist,

whenever possible, employees to take one course during working hours. However, there may be departmental demands as determined by the department head that make this difficult in any one quarter/semester, since position responsibilities take precedent over course work. Every effort should then be made to accommodate the course request in the subsequent quarter/semester. Any department head or employee who cannot reach accommodation within this two quarter period should refer the matter to the Director Employee and Labor Relations for final resolution.

If approved class attendance requires that the employee be absent from the employee's regular work schedule, the employee will not be compensated during the period of absence unless the course is required by the department head. Time spent in class may be required to be made up.

DEPENDENTS OF BARGAINING UNIT EMPLOYEES

Dependents of employees may take as many undergraduate or graduate courses as academically permissible. Dependents of employees who retired or have been placed on disability termination or died while employed shall retain the above educational tuition waiver. The tuition waiver for dependents of full-time employees is equal to 100% of the instructional fee (50% of the instructional fee for dependents of part-time employees). Information regarding the tuition waiver program for dependents may be obtained at University Human Resources.

A. Eligibility

Spouses, sons and daughters, including stepchildren and legally adopted children of eligible employees, are entitled to a tuition waiver.

B. Requirements

No particular class standing is necessary for the original awarding of this tuition waiver, except that the student must meet the admission requirements and complete the appropriate request forms.

C. Procedure

Ohio University Employees' children dependents (hereafter referred to as applicants) should request an application as early as possible in the year (March) preceding anticipated fall enrollment. Applicants wishing to commence study in a quarter/semester other than the fall quarter/semester should contact the University Human Resources as early as possible to ensure that they will be able to receive a tuition waiver.

Each applicant must complete an application, obtained from University Human Resources, requesting a tuition waiver (children annually/spouses quarterly).

The applicant and employee of Ohio University both sign and date the application and applicant returns the completed form to University Human Resources.

If the application is not filed in a timely manner it will be necessary for the child applicant to report to University Human Resources for the fee waiver. Spouses will need to personally receive their tuition waiver from University Human Resources - turning in the completed form and presenting their bill for enrollment.

RETIRED BARGAINING UNIT EMPLOYEES

Retired employees (includes employees who are on disability retirement) are eligible for scholarship that is equal to 100% of the instructional fee (50% of the instructional fee only for spouses of part-time employees), based on their eligibility.

ARTICLE 40 UNIFORMS

- A. The University will provide a uniform allowance to all eligible employees. The official required uniform will be an approved shirt/chef coat, pants, slip-resistant soled shoes and an optional Ohio University hat. Committees, consisting of an equal number of persons appointed representing the Union and University from affected departments or divisions as determined by the University, will recommend to management the uniform shirts and uniform suppliers. Eligible employees are defined as all full-time and part-time permanent employees including probationary utility workers and food service workers who are required to wear attire other than usual clothing in the normal pursuit of their duties. Eligible employees may be required to wear a University identification tag.
- B. An initial allowance of \$155.00 to be applied to uniform shirts, pants, shoes and hat will be made to each new eligible employee. After the initial allowance, each July (except for Dining Services employees who will receive their allowance each January), an additional uniform allowance will be provided depending on length of service of the employee on the set dates of the annual allowance and newly hired employees will also receive a partial allowance depending on the length

of employment for their first year in compliance with the following:

Length of Service	Uniform Allowance
9 months or more	\$150.00
6 months to 9 months	\$100.00
3 months to 6 months	\$ 50.00

- C. Welders and other occupations as identified by management, will have available to them specifically selected apparel to meet necessary safety and protective guidelines in addition to personal protective equipment.
- D. Employees will be responsible for the maintenance and laundry of the uniforms issued to them. The University will be responsible for administration of the program. All employees will be required to wear a presentable uniform while at work.
- E. All Dining Services employees will be required to wear black or white uniform pants and chef coats as appropriate. Additionally, Dining Services' employees will be required to wear slip resistant-soled shoes. All Dining Services employees will be required to wear the specified uniform daily (apparel and safety shoes as required). Exceptions on apparel will be made during facility cleaning periods when customers are not present.
- F. Ohio University agrees that employees in departments covered by this Contract, who are required to perform duties primarily outside building and shelter, will be provided suitable rainwear and outer wear by their department. This provision applies to: (a) Delivery Workers in the Mail Room; (b) Equipment Operators in University Maintenance Stores; (c) Equipment Operators in Central Food Facilities; (d) Movers in the University Moving Services Department; (e) Custodians (f) University Garage employees; (g) Groundskeepers in Grounds Maintenance; and (h) aircraft attendants (i) parking enforcement officers. Any request for extension of this provision will be the subject of a Labor-Management Meeting.
- G. Short Uniform Issue
 - 1. Specified permanent full-time and part-time employees are eligible to wear the short uniform as determined by departmental guidelines and seasonal limitations.
 - 2. The short uniform will be worn with a tie-up shoe and white

socks with some sock showing above the shoe top, but mid-calf or lower in height.

3. Wearing the short uniform is not a reason to defer any job. Clothing must be appropriate to the task being performed. Employees are responsible to have protective clothing readily available at the work site for use when the work dictates. Examples of duties requiring coverage of legs and arms have been provided by the departments and discussed in labor-management meetings which gave rise to the short uniform.

ARTICLE 41 CAMPUS SAFETY

All provisions of the Contract will apply to employees in the classifications of Communication Officer 1 and Communication Officer 2 except those provisions specifically amended or deleted by this Article as follows:

- I. Article 10 (Hours of Work and Overtime) (A)(1), (2), and (3) is amended as follows:

10(A) - The regular scheduled work week for permanent, full-time regular employees shall consist of forty (40) hours which shall consist of five (5) consecutive days of eight (8) consecutive hours per day. During the eight-hour shift, each employee will make arrangements for lunch at appropriate times at the assigned work location. Shift hours established by the Department and starting times may have to be staggered for individual employees. Senior qualified employees will be given preference for the Monday through Friday shift. The parties may agree on other schedules, e.g. four ten-hour days.

For the purposes of training and orientation, employees may be temporarily assigned to other shifts. Such temporary assignment shall not continue for longer than two (2) weeks, nor shall they occur more than once for each shift in a calendar year. Employees who are reassigned under this Article shall not have their days off changed.

- II. Article 11 (Equalization of Overtime) is replaced with the following:

EQUALIZATION OF OVERTIME

The within procedure will be used for assignment and equalization of overtime:

- A. Any overtime opportunity that becomes available 5 days or

more in advance of the time the detail is scheduled to begin will be assigned using the following procedure:

1. Sign-up sheet will be posted with number of volunteers needed.
 2. The sheet will be posted a minimum of 24 hours for volunteers to sign up.
 3. Number of employees needed will be selected from those that sign up with the employees with the least amount of overtime being chosen (if two employees have the same amount of accumulated overtime, the senior employee will be selected).
 4. An attempt will be made by the supervisor or officer in charge to notify any Communication Officer not scheduled to work during the posting period of the overtime opportunity.
- B. Any overtime opportunity that becomes available less than 72 hours in advance of the time the detail is schedule to begin will be assigned using the following procedure:
1. Communications Officers will be contacted in order of least amount of accumulated overtime until a volunteer is obtained.
 2. If a Communications Officer cannot be reached by telephone, the call down may continue as if the Communication Officer had refused the detail.
- C. In situations where an unscheduled Communication Officer vacancy occurs during shift, and such vacancy creates an overtime opportunity, the overtime will first be offered by seniority to Communication Officers whose shift is contiguous to the vacancy. The University may utilize the call down procedure if sufficient volunteers from the contiguous shift are not obtained.
- D. A newly hired employee will be put into the system and charged with the highest single amount of overtime hours on the record.
- E. Overtime records are kept for the fiscal year. Each employee starts at zero on each July 1.
- F. If not enough employees volunteer for a detail, the necessary number, from those available to work, needed to complete the detail will be assigned from qualified communication officers starting with the employee with the lowest number of accumulated hours, regardless of seniority, to the highest number of hours. Employees whose shifts begin or end

within six (6) hours of the overtime detail will be assigned only if other employees are not available in the required numbers.

- G. Other departmental employees' overtime shall be kept on a list separate from the Communication Officers.
- H. All overtime records shall be posted and kept current by the University.
- I. In the event volunteers are needed for concerts, basketball games and related type events and there are not enough volunteers and assignments of personnel must be made, such time will be recorded on the board the same as if the individual had volunteered.

III. Article 19 (Appointments) is amended as follows:

- A. In 19(A), probationary periods for the communication officers shall be 180 days in length which may be extended by mutual agreement of the parties. An unsatisfactory probationary employee may be removed any time prior to completion of the probation.
- B. In 19(D), performance evaluations for probationary communication officers shall be conducted toward the middle and end of the probationary period.

IV. Article 27 (Clean-Up Time) is deleted as not applicable.

V. Article 32 (Rest Periods) is deleted as not applicable.

VI. Article 40 (Uniforms) is replaced with the following:

- A. The Department shall provide the following initial issue of equipment and uniform accessories:
 - 1. Shirts: 5 polo shirts, 5 white T-shirts, 1 fleece winter top
 - 2. Trousers: 5 pair.
 - 3. Shoes: 1 pair
 - 4. Socks: 5 pair
 - 5. Accessories: 1 name tag, 2 badges, 1 trouser belt
 - 6. Badges: 2 breast
 - 7. Tie bar: 2
 - 8. Collar brass: 1 set
 - 9. All apparel will be supplied with appropriate departmental embroidery.

Items must be in good working order and appearance.

Employees hired during the fiscal year shall, after one (1) year of employment, have their annual allowance pro-rated from the date of hire to the beginning of the subsequent fiscal year based upon that annual allowance agreed to in B.

- B. After the initial issue, the department will provide a \$375 annual uniform and shoe allowance for communication officers as authorized by the Department Director.
 - C. The Campus Safety Division will provide each Communication Officer with a dry cleaning allowance of \$350 per year to be issued on a separate check in the first pay period of December during each year of this Contract.
 - D All uniform items purchased shall remain the property of the University.
 - E. The University shall reimburse employees for reasonable cost of repair or replacement of watches and eyeglasses damaged in the non-negligent performance of their duties, not to exceed \$100 per item. Provided, however, the employee is not able to replace eyeglasses through a vision care insurance program.
- VII. It is understood that every attempt shall be made by the University to provide training opportunities on pertinent subjects to all communication officers. Further it is agreed that these opportunities will be made available when it is operationally permissible.
- VIII. All vacation requests shall be answered within seven (7) calendar days. Any request not answered shall be considered granted.

ARTICLE 42 CHILlicothe AND ZANESVILLE REGIONAL CAMPUSES

All provisions of the Contract will apply to the Chillicothe and Zanesville Branch Campus Maintenance Operations employees except those provisions specifically amended or deleted by this Article as follows:

- I. Article 14 (Job Posting and Transfer Procedure) is amended as follows:

In 14-A-1, the language "Zanesville Union Steward" or "Chillicothe Union Steward" as applicable to each Branch Campus, is substituted for "Union President".

II. Article 28 (Safety Committee) is amended as follows:

The Chillicothe and Zanesville Branch Campuses agree to establish a safety committee which will include representatives from Local 1699, Chillicothe Maintenance Operations for the Chillicothe Branch Campus and Local 1699, Zanesville Maintenance Operations for the Zanesville Branch Campus.

III. Article 26 (Meal Costs) is deleted as not applicable.

IV. Article 15 (Progression Schedule) will be limited to classifications used in the Chillicothe Maintenance Operations for the Chillicothe Branch Campus and will be limited to classifications used in Zanesville Maintenance Operations for the Zanesville Branch Campus.

V. Article 23 (Union Stewards) shall be interpreted only to constitute the Chillicothe Maintenance Operations as one of eight (8) representative districts contained in Article 23 and the Zanesville Maintenance Operations as one (1) of the eight (8) representative districts contained in Article 23.

VI. Applicable to Zanesville branch only:

The language of Article 11(B), emergency overtime, does not apply to the following classifications: Custodial Worker 1, Custodial Worker 2, Maintenance Repair Worker, Maintenance Repair Worker 2 and Maintenance Repair Worker 3. Such classifications at Ohio University-Zanesville are not required to have emergency overtime rosters.

Overtime shall be offered by the departmental segment.

ARTICLE 43 ALCOHOL AND OTHER DRUGS

SECTION 1. The Ohio University Alcohol and Other Drugs Policy and program is designed to prevent drug and alcohol problems within the University setting. The policy and programs are designed to identify problems at the earliest possible stage, motivate the affected individual(s) to seek help, and to direct the individual toward the best assistance available.

SECTION 2. The University recognizes that the use and abuse of alcohol and other drugs can seriously impair an employee's performance and is therefore a University-wide concern. Due to the University's concern, this Alcohol and Other Drugs Policy is instituted. This policy will permit the University to abide by alcohol and other drugs-related legislation initiated by federal, state, and local governments. Current legislation includes the Drug-Free Workplace (41 USC701) and the Drug-Free Schools and Communities Act (PL 101-226).

SECTION 3. Because faculty, administrators and other supervisors are not trained to diagnose whether any employee suffers from alcohol or drug-related problems, referral for diagnosis and treatment will be based on the observed and documented decline of job performance standards. Records pertaining to the diagnosis or treatment of alcohol or drug-related offenses or addiction will not be made part of the employee's personnel file and will be regarded as strictly confidential in all cases.

SECTION 4.

A. Alcohol and Other Drugs Awareness Program

Ohio University shall establish an alcohol and other drugs awareness program. Under this program, the University will regularly and periodically publish literature warning about the dangers of the abuse of alcohol and other drugs in the workplace or in any environment. The program will specifically cover the following major topics:

1. Health and safety concerns associated with drug abuse;
2. University policy regarding illegal drug or alcohol use;
3. Availability of counseling and assistance for employees;
4. Penalties that may be imposed for drug or alcohol abuse violations;
5. Continuing Education programs including:
 - courses,
 - professional development workshops and seminars,
 - literature and video tapes, and
 - knowledge and skills training for supervisors.

B. Employee Compliance with University Substance Abuse Policy

All Ohio University employees are expected to abide by

the terms of this policy. An employee found to be illegally possessing or using alcohol, or other drugs or being under the influence of such, shall be subject to appropriate sanctions. A disciplinary sanction may include the completion of an appropriate rehabilitation program. Such sanctions may include referral for prosecution and/or termination of employment. Employees are guaranteed due process.

All University employees shall, as a condition of employment, abide by the following requirements:

1. Comply with the terms of the University's Alcohol and Other Drugs Policy.
2. Notify their administrative supervisor of any criminal alcohol or drug statute conviction for a violation occurring in the workplace no later than five (5) working days after receiving such conviction.

As required by legislation and upon receipt of notice under the preceding paragraph, the University shall notify the federal agency sponsoring grants or contracts with the employee's department. This notification shall take place within ten (10) working days after receiving such conviction notice.

C. Employee Discipline

Any employee who is chemically dependent will not be disciplined for disclosing this dependency. An employee who does not disclose such information will not be disciplined unless the dependency hinders the ability of the employee to perform on the job. If the dependency adversely affects the employee's job performance or poses a direct threat to the property or safety of the University or fellow employees, such employee shall be subject to sanctions, up to and including termination, consistent with due process. All disciplinary measures involving Alcohol and other Drugs Policy violation shall be reviewed with University Human Resources prior to issuance. This is to assure consistency and fairness in the implementation.

Upon receipt of a notice of an employee's work-related conviction for the violation of any criminal drug statute, the University shall within thirty (30) working days of receiving such notice:

1. Take appropriate personnel action against such an employee subject to established disciplinary procedures, up to and

including termination, in accordance with requirements of due process; and/or

2. Require such employee to participate satisfactorily in an alcohol or other drugs abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. If the employee is required to participate in such a program and refuses to do so, the employee will be subject to disciplinary action up to and including termination. The employee who does not satisfactorily complete the assistance/rehabilitation program is also subject to disciplinary action up to and including termination.

If disciplinary action under this Article is taken against an employee, the action will be subject to the grievance procedure.

SECTION 5. Employee Assistance Program (refer to Policy #41.130) The University shall operate an Employee Assistance Program (EAP) that shall be monitored through University Human Resources. For details to the EAP, refer to Policy #41.130.

ARTICLE 44 DRIVERS OF COMMERCIAL MOTOR VEHICLES

SECTION 1. It is the policy of Ohio University that persons who operate motor vehicles while in the course of University business shall comply fully with all applicable laws and regulations which govern operator certification and licensing. The heads of each department or office are responsible for ensuring that their vehicle operators meet state requirements and University standards.

SECTION 2. Under the provisions of state and federal law, operators of certain types of vehicles including vehicles which are used to transport certain types of cargo are required to obtain and possess a Commercial Driver's License (CDL). This includes persons employed in any capacity when driving a vehicle which is identified as a Commercial Motor Vehicle (CMV).

SECTION 3.

A. Individuals must have a valid Commercial Driver's License to operate any of the following vehicles:

1. A single vehicle with a gross vehicle weight rating (GVWR) of more than 26,000 pounds;

2. A combination vehicle or vehicle towing a trailer with a combined GVWR of 26,000 pounds or greater;
 3. A vehicle designed to transport 16 or more persons (including the driver);
 4. A "hot shot" (vehicle with bed-mounted fifth wheel towing trailer) with a combined GVWR of less than 26,000 pounds where the cargo is regulated by the Public Utilities Commission of Ohio;
 5. A vehicle (including automobiles) used to transport hazardous materials of the following types:
 - a. Any amount of Class A or Class B explosives, Poison A, flammable solids (labeled dangerous when wet); or radioactive material, (Yellow III Label), Uranium hexafluoride fissile (containing more than 1% U255), Uranium low specific activity (containing 1% or less U235).
 - b. 1,000 pounds or more of Class C explosives, nonflammable gas including fluorine gas and cryogenic liquid oxygen, flammable gas, flammable liquid, flammable solid, oxidizers, organic peroxide, corrosive, irritates, chlorine (in container with 110 gallon capacity or more), or combustible liquid (in container with 110 gallon capacity or more), also blasting agents and Poison B.
- B. CDLs are available in three categories, Class A, Class B and Class C depending upon type and size of vehicle. In addition, separate endorsements are required for the operation of vehicles with air brakes, carry more than 15 passengers (including the driver), transport hazardous materials, carry 1,000 gallons or more of a liquid, and/or tow trailers or equipment.

SECTION 4. Each department must determine if any of its vehicles are CMVs as defined by the law. Department administrators are encouraged to consult with the University Garage and University Human Resources to assess the need for the appropriate class of CDLs and applicable endorsements which may be required by their operations. Each department should also check with the Office of Environmental Health and Safety if the routine or even occasional transportation of hazardous materials is a part of the department's operation.

The Office of University Human Resources will assist affected departments in determining which classifications or specific positions will require the CDL. If it is determined that an employee will be required to have a CDL, a revision to that effect must be

made to that employee's position description. Revised position description must be forwarded to University Human Resources for review and approval. University Human Resources will notify the employee's department and University Garage of approval. Applicants for employment as a driver of a commercial motor vehicle must provide information required pursuant to Section 4506.20 of the Ohio Revised Code.

SECTION 5. TRAINING

The University is committed to assisting incumbent employees whose current positions will require CDLs for execution of their University duties to meet the necessary licensing standards. University Human Resources will provide information on how to obtain the two types of training needed for employees to obtain CDLs. Initially, two training sessions, one for the written test and the second for the skills test, will be offered to those employees on staff whose current position requires a CDL. Employees in this group will be granted time without loss of pay to attend CDL training seminars by appointment with the appropriate training agency and with the permission of the employee's department. In addition, the employee's department may be required to make available the appropriate motor vehicle to the employee for the purpose of training and practice. It is the responsibility of the employee's department to arrange for the vehicle to be transported to the training site for those employees with expired licenses. The employee's department may be assessed a fee for the training sessions.

SECTION 6. FAILURE OR REFUSAL TO OBTAIN REQUIRED CDLS

Employees who are required to possess a CDL for the execution of their University duties who fail to obtain or maintain the proper license and appropriate endorsement required by law, shall be immediately suspended from CMV operation.

SECTION 7. COMPLIANCE TO CDL REQUIREMENTS

As required by law, employees with CDLs shall report any specified violation to their supervisor by the end of the business day following notice of suspensions, revocation, cancellation or loss of CDL privileges. Departments are responsible for reporting information to licensing agencies as required by law and to the University Human Resources no later than the next business day.

SECTION 8. COMPLIANCE WITH THE UNIVERSITY'S ALCOHOL AND OTHER DRUGS POLICY

Since University grant funding could be affected by non-compliance with drug and alcohol related legislation initiated by

federal, state, and local governments, all drivers of commercial motor vehicles must strictly comply with the University's Alcohol and Other Drugs Policy as set forth in Article 43, Alcohol and Other Drugs. In addition, since drivers of commercial motor vehicles may be tested for drug and alcohol use, they must also adhere to the drug and alcohol testing requirements outlined in Section 9 of this Article.

SECTION 9. TESTING REQUIREMENTS - DRIVERS OF COMMERCIAL MOTOR VEHICLES

Types of Drug Testing

1. **Random or Unannounced** - During the first year of implementation of the Drug and Alcohol Policy, 25% of covered personnel will be randomly tested, thereafter, 50% of covered personnel will be tested annually. The testing will be unannounced and spaced throughout the year.

Specimen testing shall be conducted by a Department of Health and Human Services-Certified Laboratory in accordance with Department of Transportation regulations contained in 49 CFR Part 40, Procedures for Transportation Workplace Drug-Testing Programs. A description of those requirements is contained in the MRO Drug Testing Manual. The specimen's chain-of-possession shall be strictly adhered to as prescribed by University procedure and as described in the MRO Drug Testing Manual. Specifications will also be noted by specimen collection at non-University sites (e.g. airports in other cities).

2. **Post-Accident** - After an accident involving a commercial motor vehicle covered personnel will be tested as soon as possible, but no later than two (2) hours for alcohol and 32 hours for controlled substances after the accident, if that person(s) was performing a safety sensitive function with respect to the vehicle, if the accident involved a loss of life or if the person received a citation under state or local law for a moving traffic violation arising from the accident (Federal Motor Carrier Safety Regulations, Part 382).
3. **Reasonable Cause** - A covered person whom two supervisors reasonably suspect is using a prohibited drug based on specific contemporaneous physical, behavioral, performance indicators will be tested. The supervisors must have been trained to detect symptoms of drug use and have participated in annual EAP training to access and demonstrate the basis for the reasonable cause testing.

4. Return to Duty - Covered personnel who have been returned to duty after failing a drug test or refusing to submit to a drug test will be subject to unannounced drug tests for a minimum of 12 months and a maximum of 60 months as determined and scheduled by the Medical Review Officer.
5. Periodic - A covered person who holds a medical certificate pursuant to FAR Part 67 must submit to a drug test as part of the first medical examination following implementation of the Drug and Alcohol Policy (#41.133). This requirement may be discontinued after a full calendar year of announced random testing.
6. Failure to Submit or Failure to Comply - A covered person who refuses to submit to a drug test may be denied an application for or renewal of any certificate or rating issued for up to one year following refusal. Refusal is also grounds for suspension or revocation of any certificate or rating.

Refusal of a covered person to submit to a drug test and failure of a drug test resulting in the suspension or revocation of the certificate or license is grounds for disciplinary action up to and including termination, consistent with due process. All disciplinary measures involving drug policy violations shall be reviewed with University Human Resources prior to issuance. This is to assure consistency and fairness in implementation.

ARTICLE 45 TRAINING AND DEVELOPMENT

- A. The University and Union are committed to employee training and development. To assist employees in meeting education and experience requirements for promotional opportunities, the University and Union agree to form a committee to study training and apprentice programs. Apprentice Programs may be developed and implemented by the parties. The University retains the right to require training for employees and to change schedules for training pursuant to Article 10(A)(3). The right to require training extends up to and including the completion of Apprenticeship Programs or, similarly structured training programs. The University and the Union agree to pursue training /Apprentice programs for other areas not currently included in the skilled craft Apprentice Program. Other areas to be pursued would include but are not limited to: Dining Services, Heating Plant, University Garage, Grounds Garage, Upholstery/Fabric Worker, Grounds Maintenance. These

programs may or may not be a four-year program.

In departments that have trainers on staff, the trainers will keep the President of Local 1699 informed of their training schedule.

Suggestions for training programs are an appropriate subject for a Labor-Management Meeting.

- B. Temporary Labor Pool – In an attempt to meet the temporary needs of the departments and provide employees with a diversity of experiences, the University will attempt to use present employees to fill anticipated temporary needs of 45 days or more in the classifications of Laborer, Automotive Service Worker, Assistant Fabric Worker, Assistant Upholsterer, Mail Clerk Messenger, Laboratory Animal Aide, Maintenance Repair Worker 1, Assistant Mover, Mover 1, Print Service Worker, Telephone Operator, Groundskeeper and Delivery Worker.

One University-Wide posting will be utilized to solicit interest each year during the second week of January for temporary positions. To be qualified for a particular temporary position, employees must pass the traditional test and interview process, as applicable. Employees who have previously completed the core curriculum are qualified for temporary Laborer and Maintenance Repair Worker I without testing.

Assignments from the temporary pool will be based on qualifications and made in order of seniority on a rotational basis. Once an employee has accepted, or has been offered and refused, a temporary pool position, the employee will rotate to the bottom of the list.

An employee's assignment to a temporary pool position will be contingent upon the operating department's ability to release the employee.

1. Temporary needs of 45 days or more shall be determined by University management. Once determined, the University will fill these temporary needs from the temporary labor pool.
2. Service during a temporary assignment shall not count toward the completion of any probationary period.
3. An employee must continue in the designated assignment unless released by management.
4. An employee may be removed prior to the completion of a temporary pool assignment if service is unsatisfactory.

5. Upon completion of the temporary pool assignment, employees shall be returned to their permanent position or department with no loss of seniority.
 6. If there are not sufficient qualified employees to meet temporary needs, due to the number of qualified employees and/or due to each department's ability to release the employees or, needs exist in other classifications, the University reserves the right to hire from the outside.
 7. These positions do not constitute vacancies pursuant to Article 14, nor do any provisions of Article 14 apply.
 8. Women, minorities and other employees in the protected classes listed in Article 1 are encouraged to apply for the temporary pools.
- C. Environmental Services Pool (ESP).
1. Initially, the ten most senior employees who sign up for the ESP will be provided an orientation to the Environmental Services Shop;
 2. The five most senior employees who sign up for the ESP will go through training specific to the Environmental Services field;
 3. To replenish the pool to maintain a level of five available employees,
 - a. The initial list of ten (C)(1) will be used to select the next most senior employees to be trained, up to the number needed to bring the pool back to five total.
 - b. Once the initial list is expended, employees will be asked to sign up for the ESP and the process will continue as in 1. and 2. above.
 4. Employees who enter the ESP will not be eligible for assignments to the Temporary Pool unless the affected employee has been provided minimal or no assignments to the ESP and, if so, the parties may agree to consider the affected employee/s for a Temporary Pool assignment.
 5. Rotational seniority for assignments; contingent on home department's ability to release the employee.
 6. Unsatisfactory work performance can be cause to send the employee back to former assignment.
 7. While working on assignment in the ESP, the employee will be paid as an Assistant Environmental Services Worker, pay grade 5.

ARTICLE 46 SAVINGS CLAUSE

If any provision of this Contract is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the Contract will continue in full force and effect. The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language of any provision found to be unlawful.

ARTICLE 47 ENTIRE CONTRACT

All matters subject to collective bargaining have been bargained upon, whether or not such matters are included herein, and they may not be made the subject of collective bargaining during the term of this Contract.

ARTICLE 48 TERMINATION

- A. This Contract shall continue in full force and effect for the period beginning 5:01 p.m., March 1, 2010 to 5:00 p.m., March 1, 2013.
- B. Should either party desire to modify or terminate this Contract, such party shall give written notice of its desire to modify or terminate by December 1, 2012. If neither party gives notice of its intent to modify or terminate this Contract as provided herein, this Contract shall continue in full force and effect from year to year after March 1, 2013, subject to modification or termination by either party by written notice by December 1st of any subsequent year.

ARTICLE 49 VOLUNTARY DISPUTE SETTLEMENT PROCEDURE

The undersigned parties have mutually agreed upon a voluntary dispute settlement procedure provided for in Section 4117.14 (C) (1) (f) of the Ohio Revised Code; this voluntary procedure shall supersede the statutory procedures in accordance with Section 4117.14 (C) of the Ohio Revised Code. Furthermore, the parties hereby agree as follows:

- A. If, during the period of fifty-five (55) to fifty (50) days before the expiration date of any current collective bargaining agreement or contract modification, the parties are unable to reach agreement on a new collective bargaining agreement, the parties shall notify the State Employment Relations Board that mediation services and assistance may be required. Such a request for assistance will be in writing and signed by at least one (1) party.
- B. After such notification is made, negotiations will continue between the parties until the parties mutually agree to request a mediator; or either party on or after February 1 requests the assistance of the State Employment Relations Board; and the parties agree to make the request to the State Employment Relations Board within twenty-four (24) hours of either party's request for mediation.
- C. If the parties have not reached a tentative agreement on all issues by February 15, the State Employment Relations Board will be asked to aid in the efforts to reach an agreement; and such mediation services shall be used until settlement is reached between the parties prior to the termination date of the agreement or any extension thereof. In the event that the State Employment Relations Board is unable to provide a mediator, the parties shall request a mediator from the Federal Mediation and Conciliation Service.
- D. The following provisions shall govern termination of this Article:
 - 1. This Article may not be canceled, revoked or terminated during the term of the current collective bargaining agreement between the parties, while negotiations for a new collective bargaining agreement are being conducted or prior to or during the period of any contract modification.
 - 2. This Article may be terminated during the term of any succeeding collective bargaining agreement as follows:
 - A. By giving notice to the other party between the period of 120 to 90 calendar days prior to the termination date of any succeeding collective bargaining agreement.
 - B. This notice must be in writing and must be sent certified mail with a return receipt requested or hand delivered.
- E. This Article shall not be subject to the grievance and arbitration procedure of any such collective bargaining agreements between the parties.

EXECUTION

IN WITNESS THEREOF, the parties hereto have duly executed this Contract on the 10th day of September, 2010, with the Contract effective 5:01 p.m., March 1, 2010, through 5:00 P.M. March 1, 2013

FOR THE UNIVERSITY:

FOR AFSCME LOCAL
1699 AND OHIO COUNCIL 8:


Linda Lonsinger,
Chief Human Resources Officer


Dave Logan, President
AFSCME Local 1600



Harry Wyatt, Associate Vice President
For Facilities Management

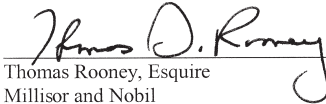

Guard Dickens
Negotiations Committee Member
AFSCME Local 1699


Mike Gebeke, Executive Director
Facilities Management


James Perry
Negotiations Committee Member


Gwyn Scott
Dining Services


William Sams
Ohio Council 8 Regional Director


Thomas Rooney, Esquire
Millisor and Nobil

APPENDIX A - WAGE RATES
OHIO UNIVERSITY
AFSCME PAY STRUCTURE
FY10-11

Hourly wage rates effective on the bi-weekly pay date which includes the date of 7/1/10.

FY 2010-11 0%

Range	A	B	C	D	E
01	10.33	10.58	10.86	11.15	11.47
02	12.20	13.23	14.37	15.59	16.93
03	12.35	13.44	14.72	16.01	17.49
04	16.01	16.49	16.95	17.51	18.08
05	16.49	16.95	17.51	18.05	18.60
06	17.04	17.58	18.12	18.66	19.23
07	18.12	18.66	19.20	19.81	20.42
08	19.20	19.74	20.35	20.96	21.61
09	20.09	20.71	21.36	22.01	22.69
10	22.03	22.73	23.41	24.08	24.78

OHIO UNIVERSITY
AFSCME PAY STRUCTURE
FY11-12

Hourly wage rates effective on the bi-weekly pay date which includes the date of 7/1/11.

FY 2011-12 1.0%

Range	A	B	C	D	E
01	10.43	10.69	10.97	11.26	11.58
02	12.32	13.36	14.51	15.75	17.10
03	12.47	13.57	14.87	16.17	17.66
04	16.17	16.65	17.12	17.69	18.26
05	16.65	17.12	17.69	18.23	18.79
06	17.21	17.76	18.30	18.85	19.42
07	18.30	18.85	19.39	20.01	20.62
08	19.39	19.94	20.55	21.17	21.83
09	20.29	20.92	21.57	22.23	22.92
10	22.25	22.96	23.64	24.32	25.03

OHIO UNIVERSITY
AFSCME PAY STRUCTURE
FY12-13

Hourly wage rates effective on the bi-weekly pay date which includes the date of 7/1/12.

FY 2012-13 1.75%

Range	A	B	C	D	E
01	10.62	10.87	11.16	11.46	11.79
02	12.54	13.60	14.77	16.02	17.40
03	12.69	13.81	15.13	16.45	17.97
04	16.45	16.95	17.42	17.99	18.58
05	16.95	17.42	18.00	18.55	19.11
06	17.51	18.07	18.62	19.18	19.76
07	18.62	19.18	19.73	20.36	20.99
08	19.73	20.29	20.91	21.54	22.21
09	20.65	21.28	21.95	22.62	23.32
10	22.64	23.36	24.06	24.75	25.47

APPENDIX B

Miscellaneous Benefits

AFSCME PPO

Effective July 1, 2010

Supplemental Life to \$500K	Yes
Survivor Health Care for 5 Years	Yes
Healthy Ohio and Wellworks Incentives	Yes
Adoption Assistance \$5,000	Yes

Health Plan Eligibility

Domestic Partners Including Opposite Sex	Yes
Dependents Covered Ages 23, 24, 25 with additional \$50 per month premium	Yes
Dependents Covered Ages 26 and 27 according to Ohio House Bill 1	Yes paying COBRA premiums
Legal Guardian Children Covered	Yes
Spouse Premium: additional \$50 if spouse employed elsewhere and offered insurance, but not taking it.	Yes

Health Plan Cost Sharing

Premium Based on Highest Paid Spouse when both Spouses are OU employees	Yes
Deductible	Year 1 = \$100 single \$200 family; Year 2 = \$150 single \$300 family; Year 3 = \$200 single \$400 family;
Co-Insurance Limit	Year 1 = \$550 single \$1,100 family; Year 2 = \$650 single \$1,300 family; Year 3 = \$750 single \$1,500 family;
Office Visit Copy*	\$20
Surgery, Hospital, etc.	subject to deductible; 90%-10% split thereafter
Outpatient, lab, x-ray, etc.	subject to deductible; 90%-10% split thereafter
Preventive Care (see listing below)	full range based on Anthem standards
Emergency Room	\$75 copay; deductible and co-insurance apply thereafter
Lifetime Maximum	\$3,000,000 per covered family member
Mental Health Visits	\$20 copay; no visit limit; EAP first 5 100%
Generics Preferred Program	Yes
Mandatory Mail Order Program	Yes

*Physician, Physical Therapy, Occupational Therapy, Speech Therapy, Chiropractic, etc.

AFSCME Comp Plan: Members enrolled in the AFSCME Comp Plan are not eligible for the benefits listed in Miscellaneous Benefits or

Health Plan Eligibility, except that they will pay the \$50 per month additional Spouse Premium. Members will have the same health plan premiums as AFSCME PPO member, the same prescription copays as AFSCME PPO members, and will have the Generics Preferred and Mandatory Mail Order prescription drug programs.

AFSCME PPO Preventive Care Services (Based on Anthem Standard Coverage)

Preventive Care benefits may vary based on the age, sex, and personal history of the individual, and as determined appropriate by the Administrator's clinical coverage guidelines. Screenings and other services are generally covered as Preventive Care for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service. Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventive Care for that condition but instead benefits will be considered under the Diagnostic Services benefit.

Some examples of Preventive Care Covered Services are:

- Routine or periodic exams, including school enrollment physical exams. (Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, are not Covered Services.)

Examinations include, but are not limited to:

1. Well-baby and well-child care, including child health supervision services, based on American Academy of Pediatric Guidelines.
2. Child health supervision services includes, but is not limited to, a review of a child's physical and emotional status performed by a Physician, by a health care professional under the supervision of a Physician, in accordance with the recommendations of the American Academy of Pediatrics and includes a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests.
3. Adult routine physical examinations.
4. Pelvic examinations.
5. Routine EKG, Chest XR, laboratory tests such as complete blood count, comprehensive metabolic panel, urinalysis.

6. Annual dilated eye examination for diabetic retinopathy.
 7. Immunizations (including those required for school), following the current Childhood and Adolescent Immunization Schedule as approved by the Advisory Committee on Immunization Practice (ACIP), the American Academy of Pediatrics (AAP), and the American Academy of Family Physicians (AAFP). For adults, the Plan follows the Adult Immunization Schedule by age and medical condition as approved by the Advisory Committee on Immunization Practice (ACIP) and accepted by the American College of Gynecologists (ACOG) and the American Academy of Family Physicians. These include, but are not limited to:
 - Hepatitis A vaccine
 - Hepatitis B vaccine
 - Hemophilus influenza b vaccine (Hib)
 - Influenza virus vaccine
 - Rabies vaccine
 - Diphtheria, Tetanus, Pertussis vaccine
 - Mumps virus vaccine
 - Measles virus vaccine
 - Rubella virus vaccine
 - Poliovirus vaccine
 - Gardasil (cervical cancer)
- Screening examinations:
 1. Routine vision screening for disease or abnormalities, including but not limited to diseases such as glaucoma, strabismus, amblyopia, cataracts;
 2. Routine hearing screening.
 3. Routine screening mammograms; Additional mammography views required for proper evaluation and any ultrasound services for screening of breast cancer, if determined Medically Necessary by your physician, are also covered;
 4. Routine cytologic and chlamydia screening (including pap test);
 5. Routine bone density testing for women;
 6. Routine prostate specific antigen testing;

7. Routine colorectal cancer examination and related laboratory tests. Examinations and tests will be covered more often as recommended by the current American Cancer Society guidelines or by your Physician.

Diabetes self management training is covered for an individual with insulin dependent diabetes, non-insulin dependent diabetes, or elevated blood glucose levels induced by pregnancy or another medical condition when:

- Medically Necessary;
- Ordered in writing by a Physician or a podiatrist; and
- Provided by a Health Care Professional who is licensed, registered, or certified under state law.

For the purposes of this provision, a "Health Care Professional" means the Physician or podiatrist ordering the training or a Provider who has obtained certification in diabetes education by the American Diabetes Association.

MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY
AND
AFSCME LOCAL 1699 AND OHIO COUNCIL 8
Re: Article 18, "Me-Too" Clause

The parties, Ohio University and AFSCME Local 1699 and Ohio Council 8, have met and discussed Article 18's "Me-Too" Clause which reads as follows:


"If during the term of this Contract, the annual base wage increase provided in this article is less than the base wage increase for non-bargaining unit classified staff, the University will adjust the bargaining unit rates as required to make the base wage adjustment the same percentage for each group of employees."

In consideration of AFSCME Local 1699 and Ohio Council 8's agreement to enter into a Collective Bargaining Agreement (CBA), the University agrees that the annual percentage base wage increase for bargaining unit employees will be the percentage base-wage increase, if any, approved yearly by the Ohio University Board of Trustees (BOT) for classified employees. The BOT will make no distinction between classified bargaining unit and non-bargaining unit classified employees' annual percentage base wage increase. The University further agrees that if there is a subsequent base wage increase afforded to classified employees, as a group, within the affected year, that bargaining unit employees will have the same base wage increase applied to their wages.

The within Memorandum of Understanding (MOU) begins with the effective date of the CBA, March 1, 2010, and ends at the expiration date of the CBA, March 1, 2013. Upon the expiration of the MOU, each party, Ohio University and AFSCME Local 1699 and Ohio Council 8, retains their respective rights as to the interpretation and application of Article 18 ("Me-Too" Clause) as held prior to the execution of the within MOU, and neither party can submit this Agreement or any attendant facts related to this Agreement into any Administrative proceeding..

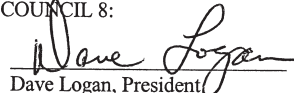
In accord, the parties affix their signatures:

FOR THE UNIVERSITY:

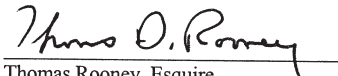


Linda Lonsinger
Chief Human Resources Officer

FOR AFSCME LOCAL 1699 AND OHIO
COUNCIL 8:



Dave Logan, President
AFSCME Local 1699



Thomas Rooney, Esquire
Millisor and Nobil




William Sams
Ohio Council 8 Regional Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY AND AFSCME
LOCAL 1699 and OHIO COUNCIL 8
RE: Environmental Services Shop

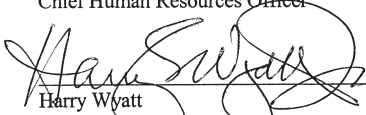
The parties, Ohio University (hereinafter University) and AFSCME Local 1699, Ohio Council 8 (hereinafter Union) have met and discussed the Department of Environmental Services. The parties have agreed to the following:

1. Bargaining unit positions in the Environmental Services Department will be posted as a series. Therefore, an employee will be placed in the highest classification that the employee is qualified to hold upon entry into the department.
2. An employee who enters the department as a Maintenance Repair Worker 1 or Assistant Environmental Services Worker, will advance to an Environmental Services Worker 1 classification, pay range 07, upon completion of the applicable probationary period as per Article 19 of the Collective Bargaining Agreement and upon certification as an Asbestos Hazard Abatement Specialist. An employee who fails to pass the aforementioned certification, regardless of the employee's completion of the probationary period, will be returned to the classification that the employee held prior to the employee's entry into the Environmental Services Department.
3. An employee will advance to an Environmental Services Worker 2 classification upon certification as an Asbestos Abatement Hazard Evaluation Specialist and completion of the Apprentice Program core curricula as enumerated in the current Collective Bargaining Agreement and as modified by the parties.
4. Once an Apprentice Program for the specialty area of Environmental Services is implemented, the Apprentice Program will control the terms and conditions of advancement and education/ training for employees in the Environmental Services Department.


In accord, the parties affix their signatures:



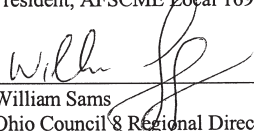
Linda Lonsinger 9/20/10 Date
Chief Human Resources Officer



Harry Wyatt Date
Associate V.P. for Facilities Management



Dave Logan Date
President, AFSCME Local 1699



William Sams Date
Ohio Council 8 Regional Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY and
AFSCME LOCAL 1699 and OHIO COUNCIL 8
Re: Domestic Partner Benefits


The parties, Ohio University and AFSCME Local 1699, Ohio Council 8 have met and discussed provisions for applying the Domestic Partner benefit to bargaining unit employees. The purpose is to provide Domestic Partner benefits pursuant to the University's Domestic Partner Benefits policy to AFSCME Local 1699 bargaining unit employees as a matter of equity and fairness. This shall include participation of domestic partners and children of domestic partners in the health insurance benefit plan, bereavement leave, sick leave, Family Medical Leave, educational benefits, and other benefits as outlined in University Policy #40.013.

Ohio University defines Domestic Partners as two individuals of the same sex or opposite sex who share a regular and permanent residence, have a committed personal relationship, can demonstrate financial interdependence and who are not legally married, nor in a domestic partnership with anyone else. The benefits under the domestic partner benefits policy may vary according to the employment status of the employee and may have applicable tax implications.

The University requires verification of the domestic partner before granting domestic partner benefits. The policy provides the means and documentation necessary for the employee to establish the domestic partnership. Also, termination of domestic partner benefits must follow the guidelines enumerated in the domestic partner benefits policy. Please refer to the attached policy for details on applying for and administration of domestic partner benefits.

Domestic Partner benefits may be revised or terminated as deemed appropriate by the University.

In accord, the parties affix their signatures:



Linda Lonsinger
Chief Human Resources Officer

9/20/10

Date



Dave Logan
President, AFSCME Local 1699

Date



William Sams
Ohio Council 8 Regional Director

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY AND
AFSCME LOCAL 1699 AND OHIO COUNCIL 8
RE: CONTROLS SHOP AND AIR CONDITIONING/REFRIGERATION
SHOP CONSOLIDATION TO CREATE THE HVAC SHOP**

The parties have met and agreed to consolidate the Controls Shop and Air Conditioning/Refrigeration Shop to create the HVAC shop. Employees in the affected shops on or before March 1, 2007 will maintain their current classification specification job responsibilities while employed in the HVAC shop.

Employees beginning employment in the HVAC shop on or after March 2, 2007, will be placed into one of the Air Conditioning/Refrigeration/Control Series classifications and will be responsible to perform their respective job responsibilities and fulfill their training requirements, etc. for their classifications.


Scheduled Overtime and Emergency Overtime Rosters

A separate Scheduled Overtime roster and Emergency Overtime roster for Controls Shop work and a separate Scheduled Overtime roster and Emergency Overtime roster for the Air Conditioning/Refrigeration Shop work will each be maintained. Should a roster be exhausted for Controls Shop work or Air Conditioning/Refrigeration work, then the Overtime opportunity may be offered to the non-affected shop, as appropriate. Employees beginning employment in the HVAC shop on or after March 2, 2007, will be placed on each shops Scheduled and Emergency Overtime roster and will be offered overtime opportunities that they are qualified to perform from both areas. These rosters will be reviewed within one (1) year of becoming effective.

The separated Scheduled and Emergency Overtime rosters will be combined into (1) Scheduled Overtime roster and (1) Emergency Overtime roster when all employees in the HVAC shop are in the Air Conditioning/Refrigeration/Controls Shop Series of classifications.

The classification specifications for the HVAC departmental classifications are agreed to by the parties and attached hereto.

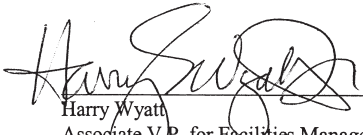
In accord, the parties affix their signatures this 20th day of September, 2010.



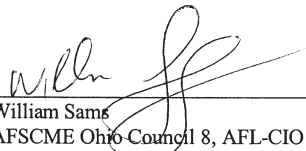
Linda Lonsinger
Chief Human Resources Officer



Dave Logan, President
AFSCME Local 1699



Harry Wyatt
Associate V.P. for Facilities Management




William Sams
AFSCME Ohio Council 8, AFL-CIO


**MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY AND
AFSCME LOCAL 1699 AND OHIO COUNCIL 8
RE: DINING SERVICES OPERATIONS JOB POSTINGS**

The parties agree that Dining Services Operations (Baker University Center Dining Services, Dining Services and Central Food Facilities) may post and fill up to fifteen (15) full-time and/or part-time Cook 1 positions and up to two (2) full-time and/or part-time Custodial Worker 1 positions as variable shift, variable days off and variable locations within Dining Services Operations.

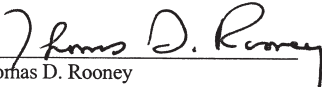
In accord, the parties affix their signatures this 20th day of September, 2010.




Linda Lonsinger
Chief Human Resources Officer



Dave Logan, President
AFSCME Local 1699



Thomas D. Rooney
Attorney



William Sams
AFSCME Ohio Council 8, AFL-CIO

