COLLECTIVE BARGAINING AGREEMENT

between

OHIO UNIVERSITY

and

LOCAL 1699 & OHIO COUNCIL 8
AFSCME, AFL-CIO

Effective
June 1, 2004 – to 5:00 p.m. March 1, 2007
TABLE OF CONTENTS

Introduction ................................................................. 5
Article 1  Affirmative Action ............................................ 6
Article 2  Nondiscrimination ............................................ 6
Article 3  Ohio Revised Code .......................................... 7
Article 4  Management Rights ......................................... 7
Article 5  Union Membership ........................................... 8
Article 6  Union Recognition ........................................... 9
Article 7  Protection of the Bargaining Unit ...................... 19
Article 8  Contracting for Services ................................. 19
Article 9  No Lock Out—No Strike ................................ 20
Article 10 Hours of Work and Overtime ......................... 21
Article 11 Equalization of Overtime ............................... 23
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 .................................... 37
Article 16 Classifications ............................................. 42
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 ........................................... 72
Article 24 Labor-Management Meetings ....................... 74
Article 25 Occupational Health .................................... 74
Article 26 Meal Costs .................................................. 75
Article 27 Clean-Up Time ............................................. 75
Article 28 Safety Committee ......................................... 75
Article 29 Parking ....................................................... 76
Article 30 Bulletin Boards ............................................ 77
Article 31 Employee Notice .......................................... 77
Article 32 Rest Periods ............................................... 77
Article 33 Discipline .................................................... 77
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 Vietnam era 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 Vietnam era 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.

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.

**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

**UNIVERSITY CUSTODIAL SERVICES**
- Custodial Worker 1
- Custodial Worker 2
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
- Boiler Repair Worker
- Assistant Stationary Engineer
- Stationary Engineer
- Maintenance Repair Worker 1
- Maintenance Repair Worker 2
- Treatment Plant Aide
- Steamfitter
- Treatment Plant Operator
- Boiler Maintenance/Water Treatment Worker
- Boiler Repair/Water Treatment Worker
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
  Zone Maintenance 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

**GROUNDSDS EQUIPMENT MAINTENANCE**

Automotive Service Worker
Assistant Automotive Mechanic
Automotive Mechanic 1
Automotive Mechanic 2
GROUND EQUIPMENT OPERATORS
   Equipment Operator 1
   Equipment Operator 2
   Equipment Operator 3

GROUND MAINTENANCE (LOWER CAMPUS)
   Laborer
   Groundskeeper 1
   Groundskeeper 2

GROUND MAINTENANCE (UPPER CAMPUS)
   Laborer
   Groundskeeper 1
   Groundskeeper 2

GROUND MAINTENANCE (HPER/ATHLETICS)
   Laborer
   Groundskeeper 1
   Groundskeeper 2

EAST GREEN GROUNDS MAINTENANCE
   Laborer
   Groundskeeper 1
   Groundskeeper 2

SOUTH GREEN GROUNDS MAINTENANCE
   Laborer
   Groundskeeper 1
   Groundskeeper 2

WEST GREEN GROUNDS MAINTENANCE
   Laborer
   Groundskeeper 1
   Groundskeeper 2

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

FOOD SERVICE
Food Service Worker
Cook 1
Cook 2
Food Services Quality Control Technician
Cook 3
Stores Clerk
Custodial Worker 1
Custodial Worker 2

BAKER CENTER FOOD SERVICE
Food Service Worker
Cook 1
Cook 2
Food Services Quality Control Technician
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
Food Services Quality Control Technician
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

BAKER CENTER OPERATING
   Custodial Worker 1
   Recreation Facilities Worker
   Maintenance Repair Worker 1
   Maintenance Repair Worker 2
   Maintenance Repair Worker 3

UNIVERSITY PRINTING RESOURCE CENTER
   Bindery Operator 1
   Bindery Operator 2
   Printing Machine Operator 1
   Printing Machine Operator 2
   Press Operator
   Printing Services Worker

UNIVERSITY MAINTENANCE STORES
   Stores Clerk
   Storekeeper 1
   Storekeeper 2

ALDEN LIBRARY
   Mail Clerk/Messenger
   Library Security Specialist
   Storekeeper 1
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
   Groundskeeper 1
   Groundskeeper 2

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
   Groundskeeper 2
   Delivery Worker 1

COLLEGE OF OSTEOPATHIC MEDICINE
   Parking Facility Attendant
   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

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
  Mail Services Specialist
  Mail Systems Specialist

DEPARTMENT OF UTILITY WORKERS
  Utility Worker,

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 evading 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, Food Service, Baker Center Food Service 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.

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.

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 work schedules solely for the purpose of avoiding payment of overtime. This language shall be applicable to all bargaining unit departments except for Baker Center Food Service and except for the summer quarter in all of the Food Service Operations.

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 workshift 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.

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. The parties hereby agree that 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.
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 $75.00 (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., excepting 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 $9.00 per day for each day served Monday through Friday and $15.00 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.
Food Service
   Kitchen*
   Baker Center
   *In the event overtime increases significantly in any one kitchen, the University and Union will meet for the purpose of discussing equalization of overtime.

Residential Custodial Services
   Green (not building location)

Grounds Maintenance
   Equipment Maintenance
   Equipment Operators
   HPER/Athletics/West Green Grounds (one (1) segment)
   Ridges/Upper Campus Grounds (one (1) segment)
   East Green Grounds/South Green Grounds/Mill St. Grounds (one (1) segment)
   Lower Campus (one (1) 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 Food Service with the following exceptions:

1. Residential Custodial Services
   “Emergency Overtime” shall be defined as overtime that becomes available from the beginning of one shift to the start of the shift the following scheduled work day.

2. Food Service
   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 Food Service, Baker Center Food Service and/or Central Food Facility of less than 120 days, the provisions of this Article regarding layoffs are not applicable.

2. In the event of a seasonal layoff in the Baker Center Operating Department, affected employees shall be offered seasonal assignments in the Residential Custodial Services Department, if available. The offer to work in the Residential Custodial Services Department shall be made to the affected employees in order of University Seniority. If an employee does not accept the offer, the employee may be seasonably laid off. If no assignments are available and a lay off is for one hundred twenty (120) days or less, affected employees may bump a full-time employee with the least University Seniority in their classification. The employee being bumped will be given a thirty (30) day notice of their layoff.
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.

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.

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 30-day 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. 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.

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) 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, 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. A vacancy may be filled on a temporary basis during the operation of the posting procedure by a temporary transfer.

D. 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.

E. 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 1’s may apply for full-time or part-time vacancies in food preparation jobs (Cook Series, Baker Series and Test-Kitchen 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 1’s be eligible to be considered for other full-time vacancies unless such vacancies are posted at the University-wide level.

F. 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.

G. Once an employee has accepted a permanent position, the employee will be considered in that position for all purposes under Article 14(A).

H. 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.

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.

HEATING PLANT
  MTRC
  Boiler Maintenance Worker
    Eighteen (18) months
  Boiler Repair Worker

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

Fabric Worker Series
Assistant Fabric Worker
  Eighteen (18) months
Fabric Worker 1

UNIVERSITY MOVING SERVICES
MTRC
Moving Series
Mover 1
  Twelve (12) months
Mover 2

FOOD SERVICE
MTRC
Dining Hall Series
Food Service Worker
  960 hours
Cook 1

BAKER CENTER FOOD SERVICE
MTRC
Dining Hall Series
Food Service Worker
  960 hours
Cook 1

BAKER CENTER OPERATING
MTRC
Maintenance Series
Maintenance Repair Worker 1
  Eighteen (18) months
Maintenance Repair Worker 2
  Twenty-four (24) months
Maintenance Repair Worker 3
<table>
<thead>
<tr>
<th>Location</th>
<th>Department</th>
<th>Series</th>
<th>Position</th>
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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.

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. Employees employed in a department/shop covered by the Apprentice Program on or before 3/1/00 will advance by progression pursuant to Article 15. Effective 3/2/00, all employees entering a department/shop covered by an Apprentice Program will advance as per the Apprentice Program Memorandum of Understanding.

E. 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
  - Custodial Worker 1
  - Custodial Worker 2

**UNIVERSITY CUSTODIAL SERVICES**
- Custodial Worker Series
  - 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
  - Boiler Repair Worker
  - 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
  - Boiler Maintenance/Water Treatment Worker
  - Boiler Repair/Water Treatment Worker

**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

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
Zone Maintenance 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

GROUNDS MAINTENANCE (UPPER CAMPUS)
   Laborer
   Groundskeeper 1
   Groundskeeper 2

GROUNDS MAINTENANCE (HPER/ATHLETICS)
   Laborer
   Groundskeeper 1
   Groundskeeper 2

EAST GREEN GROUNDS MAINTENANCE
   Laborer
   Groundskeeper 1
   Groundskeeper 2

SOUTH GREEN GROUNDS MAINTENANCE
   Laborer
   Groundskeeper 1
   Groundskeeper 2

WEST GREEN GROUNDS MAINTENANCE
   Laborer
   Groundskeeper 1
   Groundskeeper 2

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

   Fabric Worker Series
      Assistant Fabric Worker
      Fabric Worker 1
      Fabric Worker 2
      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

FOOD SERVICE
Dining Hall Series
Food Service Worker
Cook 1
Cook 2
Food Services Quality Control Technician
Cook 3

Stores Series
Stores Clerk

Custodial Services Series
Custodial Worker 1
Custodial Worker 2

BAKER CENTER FOOD SERVICE
Dining Hall Series
Food Service Worker
Cook 1
Cook 2
Food Services Quality Control Technician
Cook 3
Catering Services Worker

Stores Series
Stores Clerk

Custodial Services Series
Custodial Worker 1
Custodial Worker 2

CENTRAL FOOD FACILITIES
Baker Series
Baker 1
Baker 2
Cook Series
Food Service Worker
Cook 1
Cook 2

Test Kitchen Series
Food Services Quality Control Technician

Stores Series
Storekeeper 1
Storekeeper 2

Equipment Operator Series
Equipment Operator 1

Custodial Services Series
Custodial Worker 1

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

RESIDENCE HALLS MAINTENANCE
Maintenance Series
Building Maintenance Specialist

TELEPHONE OPERATIONS
Telephone Operator 1
Communications Clerk

COMPUTER OPERATIONS
Computer Operator 1
Computer Operator 2

BAKER CENTER OPERATING
Custodial Services Series
Custodial Worker 1

Recreation Facilities Series
Recreation Facilities Worker
Maintenance Series
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3

UNIVERSITY PRINTING AND GRAPHIC SERVICES
Printing Service Series
Printing Services Worker

Bindery Operator Series
Bindery Operator 1
Bindery Operator 2

Printing Machine Operator Series
Printing Machine Operator 1
Printing Machine Operator 2
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

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

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

Groundskeeper Series
General Maintenance Worker
Groundskeeper 2

COLLEGE OF OSTEOPATHIC MEDICINE
Parking Facility Series
Parking Facility Attendant

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

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
Mail Services Specialist
Mail Systems Specialist

DEPARTMENT OF UTILITY WORKERS
Utility Worker

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 the 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

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</table>

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 covered by this Contract 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 Article 14 and Article 16 of the current bargaining Agreement, as well as the Apprentice Program Memorandum of Understanding. 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 positions of Food Service Worker in the Food Service Department 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 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 abolition 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), 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.

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. With the exception of plus-rating for employees to the Cook series, which is set forth below, 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.

Whenever a Cook 2 who works as the lead worker in a work area is absent from work (i.e., sickness, vacation, days off, etc.), the senior Cook 1 who is regularly assigned to that work area shall receive the Cook 2 rate of pay for the entire duration of the Cook 1’s shift. If the Cook 1 who is regularly assigned to the work area is absent from work (i.e., sickness, vacation, days off, etc.) and another employee is assigned to replace the Cook 2, that employee shall receive the Cook 2 rate of pay unless the employee’s rate of pay is higher.

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 the Food Service Department

1. Part-time employees in the Food Service Worker Classification in the Food Service Department 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 the Food Service Department. 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 in the Department of 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.
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 at that step within seven (7) work days from the occurrence of 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:

First Step: Any employee claiming a grievance may present it orally or in writing to the employee’s immediate supervisor with or without the employee’s District Steward within seven (7) work days from the occurrence of the grievance. The supervisor shall give a written answer to the employee within seven (7) work days after 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 of 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 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 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 of the written response to the Second Step, the grievance may be appealed in writing to the Assistant Vice President of Human Resources or a designated representative, by the Union. The grievance shall be heard following the next monthly labor management meeting but no later than 45 calendar days from the date that the grievance is appealed to Step 3. 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 Assistant Vice President of University Human Resources or a designated representative within twenty (20) work days 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. Once selected, the arbitrator’s name will no 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) day 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 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 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 grievants 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...
by the Regional Director of AFSCME Ohio Council 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.
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. 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 Assistant Vice President of University Human Resources 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 Assistant Vice President of University Human Resources, 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 Food Service 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 Assistant Vice President of Human Resources; 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 699, 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

The University will not change its policy of providing free parking for University employees during the term of the contract. Three (3) bargaining unit representatives to be designated by the Union will be appointed to the University Parking Committee.
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.)

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 workday 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 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 22 8-hour work days or 176 hours. 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 reinstatement 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.

**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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate per 80 Hrs. Worked</th>
<th>Hrs. Reported</th>
<th>Vac. earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>3.1 hrs.</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>After 1 yr. service</td>
<td>3.1 hrs.</td>
<td>40.0 hrs.</td>
<td>1.6 hrs.</td>
</tr>
<tr>
<td>After 5 yrs. service</td>
<td>4.6 hrs.</td>
<td>34.0 hrs.</td>
<td>2.0 hrs.</td>
</tr>
<tr>
<td>After 10 yrs. service</td>
<td>6.2 hrs.</td>
<td>28.0 hrs.</td>
<td>2.2 hrs.</td>
</tr>
<tr>
<td>After 20 yrs. service</td>
<td>7.7 hrs.</td>
<td>50.0 hrs.</td>
<td>4.8 hrs.</td>
</tr>
</tbody>
</table>

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 on 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 can not 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
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 under one of three plans, which will include the AFSCME Preferred Provider Organization, hereinafter referred to as the “PPO”, the AFSCME Comprehensive Plan and the OU Basic Plan. The benefit levels for each plan are set forth in Appendix B of this Contract and made a part hereof.
B. Employees who are participating in the PPO and the Comprehensive Plan will contribute to the premiums for the plans in the following bi-weekly amounts beginning on the dates set forth below:

<table>
<thead>
<tr>
<th>Single</th>
<th>Employee Plus One Covered Dependent</th>
<th>Family Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.16</td>
<td>10.30</td>
<td>15.46</td>
</tr>
</tbody>
</table>

All new hires who choose to participate in the PPO and all employees currently in the PPO or those who transfer coverage to the PPO prior to July 1, 2000 will pay the premium rates listed above for July 1, 2000 from the effective date of this Contract. 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.

C. All employees hired after the effective date of this Contract may choose coverage under either the PPO or the OU Basic Plan. Employees who choose to be covered under the OU Basic Plan will not be required to make a premium contribution to the plan.

D. Newly hired employees, employees who are currently participating in the PPO and all employees who choose to participate in the PPO or the OU Basic Plan during the life of this contract will not have the option of returning to coverage under the Comprehensive Plan. Employees who choose to participate in the OU Basic Plan or the PPO may change coverage to the PPO or the OU Basic Plan if there is a change in status or during the annual open enrollment period. Employees who do not indicate which plan in which they wish to participate during the annual open enrollment period will be automatically moved to the PPO and will not be able to return to the Comprehensive Plan.

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. Effective April 15, 2000, probationary Utility Workers and Food Service Workers will be eligible to receive the PPO or OU Basic 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 not be applicable to certain workshops, noncredit courses, audited courses, OPIE courses, or special course fees. 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 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. (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.

FULL-TIME AND PART-TIME BARGAINING UNIT EMPLOYEES

A. Employees
   With supervisory approval, an employee may take one (1) course per quarter 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 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, since position responsibilities take precedent over course work. Every effort should then be made to accommodate the course request in the subsequent quarter. Any department head or employee who cannot reach accommodation within this two quarter period should refer the matter to the Director of 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 other than the fall quarter 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.

**RETIRE 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 continue its program of issuing free uniforms to all eligible employees. Committees, consisting of an equal number of persons appointed representing the Union and University from affected departments or divisions as determined by the University, shall select the uniforms and uniform suppliers. Eligible employees are defined as all full-time and
part-time permanent employees 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 issue of four (4) free uniforms will be made to each new eligible employee. Each January (for Food Service employees); and each July (for other employees), after the initial issue, additional uniforms will be issued depending on length of service of the employee as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>No. Of Additional Uniforms</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 months or more</td>
<td>4</td>
</tr>
<tr>
<td>6 months to 9 months</td>
<td>2</td>
</tr>
<tr>
<td>3 months to 6 months</td>
<td>1</td>
</tr>
</tbody>
</table>

C. 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 to whom uniforms are issued will be required to wear a presentable uniform while at work.

D. Each employee may substitute a uniform jacket for one set of the regular uniforms to which he or she is entitled each year during the term of this Contract on the date designated for issuance of uniforms.

E. 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; (h) aircraft attendants and (i) parking enforcement officers. Any request for extension of this provision will be the subject of a Labor-Management Meeting. Full-time permanent employees assigned to Residential Custodial Services department for the duration of the Summer Quarter (graduation weekend through the first week of September) shall have the option (for department and Summer Quarter wear only) of selecting two (2) green T-shirts and two (2) pairs of shorts (specifications of color and length as determined by the University) in addition to their regular issue of uniforms.
F. Short Uniform Issue

1. All permanent full-time and part-time employees are eligible to wear the short uniform.

2. Employees may opt to substitute regular jeans for jean shorts on a one to one ratio for employees who are eligible for regular jeans issue. The substitution is to occur during the sign-up for the annual uniform issue.

3. Except in Residential Custodial Services, employees choosing to wear the short uniform will be responsible for buying the short uniform from the vendor selected by the uniform committee(s).

4. For the Food Service Department:
   a) All custodial workers will be allowed to wear shorts. T-shirts are prohibited.
   b) All employees in the Bakery and Salad Prep areas will be allowed to wear shorts except for those periods when working with either the donut fryers or large steam pots. Shorts must be white with a white top.
   c) All Warehouse employees may wear shorts.
   d) Custodial workers in Baker Center may wear shorts.

5. 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.

6. In the Residential Custodial Services Department employees who are working in buildings which are not occupied may wear their personal shorts and shirt. This is the only exception to the short uniform.

7. 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.

G. The employee in the position of Library Security Specialist in Alden Library shall receive the following uniform items:

Two (2) pairs of uniform shoes
Three (3) pairs of uniform trousers
Three (3) uniform shirts
One (1) uniform tie
The type of uniform items and the cost will be determined by the Deans of Libraries. This provision affects only the University Library and does not set any precedent with regard to other provisions of this Article.

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) 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 72 hours 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 scheduled 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 summer, 5 winter, 5 T-shirts.
      2. Trousers: 5 pair.
      3. Ties: 3
      4. Shoes: 3 pair
      5. Socks: 5 pair
      6. Accessories: 1 name tag, 2 badges, 1 trouser belt
      7. Badges: 2 breast
      8. Tie bar: 2
      9. Collar brass: 1 set
      10. All required patches shall be provided already sewn on all shirts and coats.
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 $260 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.

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”.

99
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 USC 701) 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)(G). 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: Food Service, 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, Parking Lot Attendant, 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 testing and interview process, as applicable. Apprentice Recruitment Pool members are qualified for Laborer and Maintenance Repair Worker 1 temporary positions 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 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 may be removed prior to the completion of a temporary pool assignment if service is unsatisfactory.

4. Upon completion of the temporary pool assignment, employees shall be returned to their permanent position or department with no loss of seniority.

5. 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.

6. These positions do not constitute vacancies pursuant to Article 14, nor do any provisions of Article 14 apply.

7. 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 June 1, 2004 to 5:00 P.M. March 1, 2007.

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, 2006. 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, 2007, 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 5th day of August, 2004, with the Contract effective June 1, 2004 through 5:00 P.M. March 1, 2007.

For the University:

Linda Lonsinger, Director
Employee and Labor Relations

Sherwood G. Wilson,
Assoc. V. P. For Administration

Vickie Wortman, Director
Human Resources
Facilities and Auxiliaries

Carol May, Support
Employee and Labor Relations

For the AFSCME Local 1699:

Charlie Adkins, President
AFSCME Local 1699

John Dillon II, Vice President
AFSCME Local 1699

Kim Deal, Steward
AFSCME Local 1699

Kim Russell, Executive Board
AFSCME Local 1699

For AFSCME Ohio Council 8:

Tammy Carsey,
Staff Representative
AFSCME Ohio Council 8
## APPENDIX A - WAGE RATES

### OHIO UNIVERSITY
### AFSCME PAY STRUCTURE
### FY 04-05

Hourly wage rates effective on the beginning date of the bi-weekly pay period in which the date of 7/1/04 occurs.

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<th>PAY RANGE</th>
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<tr>
<td>4</td>
<td>13.78</td>
<td>14.19</td>
<td>14.59</td>
<td>15.07</td>
<td>15.55</td>
</tr>
<tr>
<td>5</td>
<td>14.19</td>
<td>14.59</td>
<td>15.07</td>
<td>15.53</td>
<td>16.00</td>
</tr>
<tr>
<td>6</td>
<td>14.66</td>
<td>15.13</td>
<td>15.59</td>
<td>16.05</td>
<td>16.54</td>
</tr>
<tr>
<td>7</td>
<td>15.59</td>
<td>16.05</td>
<td>16.52</td>
<td>17.05</td>
<td>17.57</td>
</tr>
<tr>
<td>8</td>
<td>16.52</td>
<td>16.98</td>
<td>17.51</td>
<td>18.04</td>
<td>18.60</td>
</tr>
<tr>
<td>9</td>
<td>17.29</td>
<td>17.83</td>
<td>18.38</td>
<td>18.95</td>
<td>19.53</td>
</tr>
<tr>
<td>10</td>
<td>18.97</td>
<td>19.56</td>
<td>20.14</td>
<td>20.72</td>
<td>21.32</td>
</tr>
</tbody>
</table>
# APPENDIX B

## AFSCME BENEFIT PLAN SUMMARY CHART

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AFSCME PLAN</th>
<th>OU OPEN CHOICE PPO</th>
<th>BASIC PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td>Based on Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$&lt;20,000 = $100/$200</td>
<td>$0</td>
<td>$750/$1500</td>
</tr>
<tr>
<td></td>
<td>$20-$29,999 = $150/$300</td>
<td>$400/$800</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$30-$39,999 = $200/$400</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$40-$49,999 = $250/$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and so on …</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Co-Insurance</td>
<td>80%</td>
<td>see each category</td>
<td>70%</td>
</tr>
<tr>
<td>(% shown unless otherwise noted)</td>
<td>for co-insurance level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Co-Insurance</td>
<td>20%</td>
<td>see each category</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>for co-insurance level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Plan Year Out-of-Pocket Maximum</td>
<td>$500/$1000 individual/family</td>
<td>$500/$1000</td>
<td>$2500/$5000</td>
</tr>
<tr>
<td>(Equal total employee co-insurance for plan year. Does not include deductible, co-pays, services for outpatient mental health/substance abuse or employee contributions.)</td>
<td>$500/$1000 individual/family</td>
<td>$1500/$3000 individual/family</td>
<td></td>
</tr>
<tr>
<td></td>
<td>employee out-of-pocket maximums accumulate separately; therefore, charges for out-of-network services cannot be applied to the in-network employee out-of-pocket maximum and vice versa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual Lifetime Maximum Benefit</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>unless otherwise specified</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Existing Condition Limitations</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>CATEGORY</td>
<td>AFSCME PLAN</td>
<td>OU OPEN CHOICE PPO</td>
<td>BASIC PLAN</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>OFFICE VISITS</strong> (including specialists)</td>
<td>Office visit for injury or illness subject to ded.—80% reimb.</td>
<td>no ded.—$15 Co-pay</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td>Office visit for psychiatric medication management subject to ded.—80% reimb.</td>
<td>subject to ded.—$15 Co-pay</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>no ded.—$15 Co-pay</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>subject to ded.—70% reimb.</td>
<td></td>
</tr>
<tr>
<td><strong>PREVENTIVE CARE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(see plan document for procedures covered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and coverage guidelines)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Health Supervision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(see plan document for age intervals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and dollar maximums)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAMMOGRAMS—Preventive and Diagnostic</td>
<td>Preventive: no ded.—100%</td>
<td>$15 co-pay for office visit</td>
<td>no ded.—70% reimb.</td>
</tr>
<tr>
<td>(see plan document for age intervals</td>
<td>Diagnostic: ded.—80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and dollar maximums)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GYNECOLOGICAL EXAMS/PAP SMEARS</td>
<td>Preventive: no ded.—100%</td>
<td>$15 co-pay for office visit</td>
<td>no ded.—70% reimb.</td>
</tr>
<tr>
<td>Preventive and Diagnostic</td>
<td>Diagnostic: ded.—80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(see plan document for age intervals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and dollar maximums)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OUTPATIENT SERVICES</td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td>(non-emergency lab, x-ray, diagnostic testing and preadmission testing)</td>
<td>First 100% in lab/x-ray/diag, and preadmission testing paid at 100% Pre-cert required for procedures over $500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>subject to ded.—70% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATEGORY</td>
<td>AFSCME PLAN</td>
<td>OU OPEN CHOICE PPO</td>
<td>BASIC PLAN</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>SURGERY</td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—90% reim.</td>
<td>subject to ded.—70% reim.</td>
</tr>
<tr>
<td>(inpatient, outpatient, doctor’s office &amp; other)</td>
<td>Pre-cert required</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECOND SURGICAL OPINION</td>
<td>no ded.—100% reim.</td>
<td>no ded.—100% reim.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>HOSPITAL SERVICES</td>
<td>1st $1,000 (inpt.) is reimb. 100%</td>
<td>no ded.—90% reim.</td>
<td>subject to ded.—70% reim.</td>
</tr>
<tr>
<td></td>
<td>Afterwards subject to ded. and 80% reim.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMERGENCIES</td>
<td>subject to ded.—80% reim.</td>
<td>no ded.—90% reim.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>A medical emergency is defined as an accidental injury or medical condition, if untreated, could be life threatening or would seriously and permanently impair bodily functions.</td>
<td>A medical emergency is defined as an accidental injury or medical condition, if untreated, could be life threatening or would seriously and permanently impair bodily functions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>URGENT CARE FACILITY</td>
<td>subject to ded.—80% reim.</td>
<td>$15 co-pay</td>
<td>subject to ded.—70% reim.</td>
</tr>
<tr>
<td>TRANSPLANTS</td>
<td>subject to ded.—80% reim.</td>
<td>no ded.—80% reim.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>(Transplant program is available.)</td>
<td>some specific maximums</td>
<td></td>
<td>no specific maximums</td>
</tr>
<tr>
<td>AMBULANCE</td>
<td>subject to ded.—80% reim.</td>
<td>no ded.—80% reim.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>CATEGORY</td>
<td>AFSCME PLAN</td>
<td>OU OPEN CHOICE PPO In-Network</td>
<td>OU OPEN CHOICE PPO Out-of-Network</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td><strong>EXTENDED CARE FACILITY SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SKILLED NURSING FACILITY</strong></td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>Precertification and prior hospitalization required. Large case management available</td>
<td>no ded.—100% reimb.</td>
<td>no ded.—100% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td><strong>HOSPICE SERVICES</strong></td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>Precertification required.</td>
<td>no ded.—100% reimb.</td>
<td>no ded.—100% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>Inpatient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In Lieu of Hospitalization</td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td></td>
<td>no ded.—100% reimb.</td>
<td>no ded.—100% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td><strong>HOME HEALTH CARE SERVICES</strong></td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>Annual maximum applied to total number of home health services</td>
<td>no ded.—100% reimb.</td>
<td>no ded.—100% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td>In Lieu of Hospitalization</td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td></td>
<td>no ded.—100% reimb.</td>
<td>no ded.—100% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td></td>
<td>max. 100 visits/plan yr.</td>
<td>max. 100 visits/plan yr.</td>
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</tr>
<tr>
<td></td>
<td>max. eligible expense =$40</td>
<td>max. eligible expense =$40</td>
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</tr>
<tr>
<td></td>
<td>no ded.—100% reimb.</td>
<td>no ded.—100% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td><strong>DURABLE MEDICAL EQUIPMENT</strong></td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td></td>
<td>no ded.—80% reimb.</td>
<td>no ded.—80% reimb.</td>
<td>paid as in-network</td>
</tr>
<tr>
<td><strong>PHYSICAL THERAPY</strong></td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td>Inpatient</td>
<td>subject to ded.—80% reimb.</td>
<td>$15 co-pay</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td>Outpatient</td>
<td>Subject to medical review</td>
<td>Subject to medical review</td>
<td>Subject to medical review</td>
</tr>
<tr>
<td><strong>OCCUPATIONAL THERAPY</strong></td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td>Inpatient</td>
<td>subject to ded.—80% reimb.</td>
<td>$15 co-pay</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td>Outpatient</td>
<td>Subject to medical review</td>
<td>Subject to medical review</td>
<td>Subject to medical review</td>
</tr>
<tr>
<td>CATEGORY</td>
<td>AFSCME PLAN</td>
<td>OU OPEN CHOICE PPO</td>
<td>BASIC PLAN</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td><strong>SPEECH THERAPY</strong></td>
<td>Inpatient subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td>Outpatient subject to ded.—80% reimb.</td>
<td>$15 co-pay Subject to medical review</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Subject to medical review</td>
</tr>
<tr>
<td><strong>CHIROPRACTIC SERVICES</strong></td>
<td>subject to ded.—80% reimb. Subject to medical review</td>
<td>$15 co-pay Subject to medical review</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td><strong>TMJ</strong></td>
<td>subject to ded.—80% reimb. $1000 lifetime maximum for non-surgical TMJ covered services</td>
<td>no ded.—80% reimb. $1500 lifetime maximum for non-surgical TMJ covered services</td>
<td>paid as in-network</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HEARING</strong></td>
<td>non deductible $40 for otologic exam and $400 for services/equip. every 48 months</td>
<td>no deductible $40 for otologic exam and $600 for services/equip. every 48 months</td>
<td>paid as in-network</td>
</tr>
<tr>
<td><strong>MATERNITY</strong></td>
<td>Pre and postnatal physician services subject to ded.—80% reimb.</td>
<td>$15 co-pay for first visit; afterwards 90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td><strong>Delivery: Vaginal and Cesarean Lab &amp; Radiology</strong></td>
<td>subject to ded.—80% reimb. subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb. no ded.—90% reimb.</td>
<td></td>
</tr>
</tbody>
</table>

OU OPEN CHOICE PPO

**AFSCME PLAN**

**In-Network**

**Out-of-Network**

**BASIC PLAN**

Subject to medical review
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AFSCME PLAN</th>
<th>OU OPEN CHOICE PPO</th>
<th>BASIC PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inpatient</td>
<td>In-Network</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Out-of-Network</td>
<td></td>
</tr>
<tr>
<td>MENTAL HEALTH</td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>First 5 visits of calendar yr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No deductible</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>EAP provider—100% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-EAP provider—80% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining 45 visits</td>
<td>Remaining 45 visits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>no deductible</td>
<td>no deductible</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EAP provider—70% reimb.</td>
<td>EAP provider—70% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-EAP provider—50% reimb.</td>
<td>Non-EAP provider—50% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum of 50 visits per year</td>
<td>Maximum of 50 visits per year</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBSTANCE ABUSE</td>
<td>subject to ded.—80% reimb.</td>
<td>no ded.—90% reimb.</td>
<td>subject to ded.—70% reimb.</td>
</tr>
<tr>
<td></td>
<td>2 confinements/lifetime</td>
<td>subject to ded.—70% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 confinements/lifetime</td>
<td></td>
</tr>
<tr>
<td></td>
<td>First 5 visits of calendar yr.</td>
<td>First 5 visits of calendar yr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No deductible</td>
<td>No deductible</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EAP provider—100% reimb.</td>
<td>EAP provider—100% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-EAP provider—80% reimb.</td>
<td>Non-EAP provider—80% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining 45 visits</td>
<td>Remaining 45 visits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>no deductible</td>
<td>no deductible</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EAP provider—70% reimb.</td>
<td>EAP provider—70% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-EAP provider—50% reimb.</td>
<td>Non-EAP provider—50% reimb.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum of 50 visits per year</td>
<td>Maximum of 50 visits per year</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATEGORY</td>
<td>AFSCME PLAN</td>
<td>OU OPEN CHOICE PPO</td>
<td>BASIC PLAN</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>Vision</td>
<td>Vision coverage is currently administered by Vision Service Plan (VSP). The</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>administrator of the plan is subject to change. VSP will pay for one exam</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for an adult every 24 months, and every 12 months for a dependent child.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>VSP covers lenses, contact lenses, and frames every 24 months for adults</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and every 12 months for a dependent child. The reimbursement amount for</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>lenses, contact lenses and frames depends on VSP's agreement with providers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Dental</td>
<td>$25 deductible $750 annual maximum</td>
<td>$25 deductible</td>
<td>$25 deductible $750 annual maximum</td>
</tr>
<tr>
<td></td>
<td>80% co-insurance</td>
<td>80% co-insurance</td>
<td>80% co-insurance $750 annual maximum</td>
</tr>
<tr>
<td>Dependent Dental</td>
<td>Benefit per covered person: $25 deductible $750 annual maximum</td>
<td>Benefit per covered</td>
<td>Benefit per covered person: $25 deductible $750 annual maximum</td>
</tr>
<tr>
<td></td>
<td>80% co-insurance</td>
<td>person: $25</td>
<td>80% co-insurance $750 annual maximum</td>
</tr>
<tr>
<td></td>
<td>$750 annual maximum</td>
<td>deductible $25</td>
<td>$750 annual maximum</td>
</tr>
<tr>
<td>Employee Orthodontia</td>
<td>no deductible $1000 lifetime maximum</td>
<td>no deductible</td>
<td>no deductible $1000 lifetime maximum</td>
</tr>
<tr>
<td></td>
<td>50% co-insurance</td>
<td>50% co-insurance</td>
<td>50% co-insurance $1000 lifetime maximum</td>
</tr>
<tr>
<td></td>
<td>$1000 lifetime maximum</td>
<td>$1000 lifetime</td>
<td>$1000 lifetime maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>maximum</td>
<td></td>
</tr>
<tr>
<td>Dependent Orthodontia</td>
<td>Benefit per covered person: 50% co-insurance $1000 lifetime maximum</td>
<td>Benefit per covered</td>
<td>Benefit per covered person: 50% co-insurance $1000 lifetime maximum</td>
</tr>
<tr>
<td></td>
<td>50% co-insurance</td>
<td>person: 50%</td>
<td>50% co-insurance $1000 lifetime maximum</td>
</tr>
<tr>
<td></td>
<td>$1000 lifetime maximum</td>
<td>co-insurance $1000</td>
<td>$1000 lifetime maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td>lifetime maximum</td>
<td></td>
</tr>
<tr>
<td>CATEGORY</td>
<td>AFSCME PLAN</td>
<td>OU OPEN CHOICE PPO</td>
<td>BASIC PLAN</td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Retail Co-pays</td>
<td>Retail Co-pays</td>
<td>Retail Co-pays</td>
</tr>
<tr>
<td></td>
<td>generic drug $0</td>
<td>generic drug $0</td>
<td>generic drug $0</td>
</tr>
<tr>
<td></td>
<td>brand name formulary $5</td>
<td>brand name formulary $5</td>
<td>brand name formulary $5</td>
</tr>
<tr>
<td></td>
<td>brand name non-formulary $15</td>
<td>brand name non-formulary $15</td>
<td>brand name non-formulary $15</td>
</tr>
<tr>
<td></td>
<td>Mail Order Co-pays</td>
<td>Mail Order Co-pays</td>
<td>Mail Order Co-pays</td>
</tr>
<tr>
<td></td>
<td>generic drug $0</td>
<td>generic drug $0</td>
<td>generic drug $0</td>
</tr>
<tr>
<td></td>
<td>brand name formulary $5</td>
<td>brand name formulary $5</td>
<td>brand name formulary $5</td>
</tr>
<tr>
<td></td>
<td>brand name non-formulary $15</td>
<td>brand name non-formulary $15</td>
<td>brand name non-formulary $15</td>
</tr>
<tr>
<td>Prescription Plan</td>
<td>(formulary list held by prescription company, contact OU Benefits office for details)</td>
<td>(birth control is covered)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$24,000 term life</td>
<td>2.5 times annual pay to a maximum of $50,000</td>
<td>2.5 times annual pay to a maximum of $50,000</td>
</tr>
<tr>
<td></td>
<td>(additional $24,000 for accidental death)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long Term Disability</td>
<td>none</td>
<td>60% of pay available from disability carrier</td>
<td>60% of pay available from disability carrier</td>
</tr>
<tr>
<td></td>
<td>(PERS Disability Retirement available after 5 yrs. service)</td>
<td>(PERS Disability Retirement available after 5 yrs. service)</td>
<td>(PERS Disability Retirement available after 5 yrs. service)</td>
</tr>
<tr>
<td></td>
<td>*Accidental dismemberment policy provides one time lump sum payment for loss of limb or sight</td>
<td>(Must provide medical information from physician for review by insurance carrier)</td>
<td>(Must provide medical information from physician for review by insurance carrier)</td>
</tr>
</tbody>
</table>
APPENDIX C
APPRENTICE PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY AND AFSCME, LOCAL 1699, OHIO COUNCIL 8

The Ohio University (University) and AFSCME Local 1699, Ohio Council 8 (Union) have met pursuant to Article 45 of the Collective Bargaining Agreement to discuss the development of an Apprentice Program (A.P.) for the skilled trades areas in the Division of Auxiliaries and Facilities on the Athens Ohio University Campus.

Both parties recognize the value in the creation of an A.P. The A.P. provides an opportunity for enhanced employee skills, as well as an opportunity for employees to advance in the skilled trades areas at Ohio University. The University and Union both see the A.P. as a mechanism to respond to University and employee needs.

The A.P. involves both classroom time and on the job training (OJT). The final outcome of the A.P. for the employee is that in many instances the employee will obtain licensure or certification in the employee's particular area of expertise.

Basic Preparation upon Entering the A.P. and/or Upon Entering the Apprentice Recruitment Pool (ARP)

Upon entry into the A.P. (i.e., accepted a position in shop/skilled trades area or entry into the ARP), each employee's skill level will be assessed. The partnering institution, which is presently Hocking College, will administer and evaluate an “Assets” test for each affected employee. (The partnering institution may be changed at the University’s discretion.)

Dependent upon the results of the “Assets” test, an employee(s) may be required to successfully complete refresher coursework. The University will offer programs for adult literacy and the attainment of a GED. A high school diploma or GED is required to begin the A.P. courses. The Apprentice Committee (described below) will provide information and orientation regarding A.P. opportunities.
**Apprentice Committee**

The parties, the University and the Union, will establish a joint Apprentice Committee. Members will be appointed by the University and members will be appointed by the Union.

The Apprentice Committee will assist in establishing the curriculum for the various A.P.’s. The Apprentice Committee will provide comprehensive information and orientation regarding the A.P. to bargaining unit employees and management. Additionally, the Apprentice Committee will determine which current training program will be incorporated into areas within an A.P.

**Dispute Resolution for A.P. Issues**

The Apprentice Committee will address policy concerns and act to resolve conflicts between the parties. If such conflicts are not resolved by the Apprentice Committee, then the conflict will be submitted to mediation. Those conflicts that involve a contract dispute and remain unresolved after mediation may be processed through the grievance/arbitration procedure. The question of arbitrability may be addressed in the grievance/arbitration procedure.

**Apprenticeship Recruitment Pool**

The ARP is designed to provide the necessary experience and training for employees to meet the minimum qualifications for selection into shops/trades vacancies with applicable A.P.’s. (Current MR1 graduates, for purposes of this Agreement will be considered to meet the minimum qualifications required to enter into a shop/trade vacancy.) The ARP is designed to provide opportunities for employees who are not employed in an area covered by the A.P.

On an as needed basis, the University will post for recruitment into the Apprentice Recruitment Pool. The posting for the ARP will be done on a university-wide basis. Participants for the ARP will be selected based upon their University-wide seniority. Upon selection to the ARP, employees will take the assets test and then begin the core curricula of the A.P. and/or necessary refresher course work.
Gaining Entrance to A.P. Position

1. Shops/trades position vacancies will be posted based on the projected needs of the Department. Entrance into the A.P. will be based on the Article 14(B) posting, bidding and award process. The position(s) will be awarded to the senior qualified employee(s) willing to meet the posted requirements and the training schedule.

2. Trade/shop positions will be posted as a series, whenever practicable. However, operational needs may require the posting of a specific classification. If so, to be considered qualified, the affected employees must possess the minimum verifiable experience required for the position and successfully complete the Apprentice Program (A.P.) Level test required to maintain that specific position.

3. Employees who complete the Core Curriculum, either on their own or through the ARP, or who have completed the MR1 training program including the 1998 MR1 training are considered to meet the minimum qualifications for entry into shops/trades vacancies. Therefore, such employees are not required to test to determine eligibility to enter a craft shop vacancy as a MR1.

4. Employees who are not a part of the ARP or who have not completed the Core Curriculum may be selected for a shop/trade vacancy through Article 14(B) if they meet the minimum qualifications for the vacancy. Employees are not required to test to determine eligibility to enter a craft shop vacancy as a MR1.

Placement and Advancement Through the A.P. for Employees Who Have Previous Education, Experience, Certification or Licensure

1. Upon entry to a shop or, thereafter, Employees may choose to test (using the Wheels of Learning tests or equivalent) out of one or more levels of the A.P. for their relevant craft/trade.

a. If an employee successfully tests out of one level and then fails to pass the second level, such employee will be returned to the last level of the A.P. that the employee successfully
completed and be compensated at the pay grade of that level.

b. If an employee successfully tests out of more than one level and then fails to pass the next level (assuming the employee didn’t initially pass the highest level), such employee will be returned to the last level of the A.P. that the employee successfully completed and be compensated at the pay grade of that level.

c. If an employee opts to test and fails to test out of any level, and enters at the MR1 level and does not successfully complete any level of the A.P., the employee will be returned to the pay grade and departmental classification that the employee held prior to entering the A.P. The terms of Article 19 remain unchanged except that the affected employee will not be subject to an involuntary demotion probationary period as per Article 19, Appointments (D).

d. Employees who successfully test out of more than one level will be compensated at the pay grade of the next highest level that the employee successfully tested. For example, an employee successfully completes the test for Level 2 in the Locksmith Shop; the employee will be placed in the classification of Locksmith 1 at pay range 07.

e. Prior to exercising the option to test out of Apprentice Program level, the affected employee must first demonstrate that the employee has the minimum verifiable experience required for the affected classification. The minimum verifiable experience to obtain a MR1 position is six-months of general construction experience. (The six month experience requirement is waived with completion of the old MR1 training or completion of the core curriculum.) The minimum verifiable craft experience (V.E.) for an Assistant Craftsperson is 12 months; the minimum verifiable craft experience for a Craftsperson 1 is an additional 18 months (for a total of 30 months’ experience in the particular craft); and the minimum verifiable craft experience for a Craftsperson 2 is an additional 18 months (for a total of 48 months’ experience in the particular craft.) Experience will be considered verifiable when all of the following are met:

   i. When the experience is directly related to the kind of work specified for the classification;

   ii. When the experience was done for verifiable compensation; and

   iii. When the experience was performed under the
direction of a professional in the field.

f. An A.P. employee may take and pass A.P. modules within the particular level at an accelerated rate; however, the employee may not take the comprehensive level exam and/or receive the next level of pay until the verifiable experience for that level is met.

2. The University will recognize the completion of any other accredited or equivalent Apprentice Program and/or course work. The Apprentice Committee will review and where appropriate, approve requests for credit. The employee will be placed in the A.P. level commensurate with V.E. and course work.

3. Employees who possess licensure/certification in a particular craft may be placed in the appropriate craft level after review by the Apprentice Committee.

4. Employees who utilize the above options are required to take the OU core courses, i.e., Customer Service, Diversity, Computers and Conflict Resolution.

**Minimum Level of Employee Advancement Required in A.P.**

Employees will have up to two (2) years to complete each level of the A.P. Upon completion of an A.P. level, the employee will advance to the next higher level in the pertinent A.P.

Supervisors will evaluate an employee’s progress on a case by case basis when there is a question as to the employees’ successful demonstration of the practical work associated with an A.P. level. The supervisor’s evaluation for the particular employee(s) will then be reviewed by the Apprentice Committee.

If an employee fails to progress to the next A.P. level within the requisite time limit, such employee will be returned to the last level of the A.P. that the employee successfully completed and be compensated at the pay grade of that level.

If the employee has not successfully completed any level in the A.P., the employee will be returned to the pay grade and departmental classification that the employee held prior to entering the A.P.

OJT criteria for each A.P. level may not be completed until some time after the A.P. academic level is completed. Therefore, for
compensation purposes, employees will advance to the next level in the A.P. upon completion of an academic level rather than completion of both the academic and the (OJT) requirements for each level.

Apprentice certification will require the completion of the academic levels, as well as the OJT requirements.

Grandfathered Employees and Affected Departments

Employees who are not in an Apprentice Program as of September 2, 2003, and who, as of September 2, 2003, are employed in one of the departments listed below and who apply to fill a vacancy, as per Article 14, from one affected department to another affected department, will be considered as meeting the minimum verifiable experience requirements to establish their entry classification in the new department. Accordingly, grandfathered employees may establish their entry classifications by passing the appropriate written and practical tests in the classification series. Employees may choose the Apprentice Program level in which to test. If the employee does not pass the level chosen, the employee may study seven calendar days and then take the next lower Apprentice Program level tests. This cycle will continue until the employee either passes the pertinent tests for an Apprentice Program level or accepts the position as a MR1, pay range 04. However, if the position is not posted in a series, the affected employee will be required to pass the level of testing required to permanently maintain the classification and pay range.

Affected Departments:
1. Plumbing Shop
2. Carpenter Shop
3. Relief Maintenance Shop
4. Sheet Metal Shop
5. Carpet & Tile Shop
6. Paint Shop
7. Key Shop
8. Environmental Services
9. Electric Shop
10. Preventive Maintenance
11. Tunnel Maintenance
12. Controls Shop
13. Life Safety
14. Air Conditioning/Refrigeration
15. Construction Shop
16. Zone Maintenance
17. Interior Services

* The aforementioned “Affected Departments” in no way modifies, adds to, or changes the departments that were previously subject to the Apprentice Program.

After entry into an affected department,” “grandfathered employees” will be considered to have met the minimum verifiable experience requirements and, therefore, will be eligible to test for a higher level to achieve a higher classification.

If a “grandfathered employee” wishes to return to the classification that the employee held prior to entering the Apprentice Program, the employee must return as per Article 14, but will not be required to test.

**Movement through the Apprentice Levels**

for all affected employees:

(using Plumbers as an example)

Assuming entry as a MR1 – employee enters craft shop as a MR1, at pay range 04, takes and successfully completes Level 1 within two years. Employee then advances to Level 2 as an Assistant Plumber at pay range 05, upon attainment of 12 months V.E., takes and successfully completes Level 2 within two years. Employee then advances to Level 3 as a Plumber 1 at pay range 07, upon attainment of 18 months V.E., takes and successfully completes Level 3 within two years. Employee then advances to Level 4 as a Plumber 2 at pay range 08, upon attainment of 18 months V.E., takes and successfully completes Level 4 within two years. An employee does not permanently achieve a classification and attendant pay range until the employee passes the appropriate level of testing and, except for grandfathered employees, has achieved the minimum verifiable experience for that classification. Refer to attached chart for further guidance on moving through the Apprentice levels.

**Employees Who are Eligible to Take A.P. Classes on Work Time**

Apprentice Program classes will be offered to the following employees on work time:
1. employees currently working in a shop/trade that offers an A.P.;
2. employees who take the core curricula while in the Apprenticeship Recruitment Pool; and
3. employees who accept a position in a shop/trade that offers an A.P.

The University will make every attempt to schedule classes between the hours of 7:00 a.m. and 3:30 p.m., but in no case, will the University schedule classes beyond 7:30 p.m. without meeting and conferring with the Union. When classes fall outside of an affected employee’s shift, the University may flex the employee’s schedule or change the employee’s regular work schedule to accommodate the Apprentice classes.

It is not the intent of the parties for the University to pay overtime for Apprentice Program related classes.

Employees will be offered the opportunity to take classes in pursuit of an Associate Degree while on work time as per Article 39.

**Non-AP Employees May Earn V.E. by Taking AP Coursework**

Employees that are not in the A.P. may choose to take A.P. courses on their own. Wheels of Learning (WOL) courses will yield the affected non A.P. employee verifiable craft experience pertinent to the craft that the WOL course directly addresses, i.e., curriculum for the particular craft. Verifiable craft experience is obtained through contact hours from WOL courses. Each contact hour will count as one hour of V.E. For example, a 4 credit hour carpentry course would yield 40 contact hours which equals 40 hours of verifiable craft experience.

**Cost of A.P. Education**

The University agrees to pay the following costs for employees who are currently employed in a skilled trades area covered by the A.P., enrolled in the A.P. or, who are participants in the A.R.P: course fees, tuition, instructional fees, lab fees and the cost of books and materials.

The above costs will not be paid for employees taking non-A.P. courses in pursuit of an Associates Degree or other higher education degree.
Any perceived abuse of Apprentice Program classes by an employee will be reviewed and dealt with by the Apprentice Committee.

Core Curricula

<table>
<thead>
<tr>
<th>Class</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Construction</td>
<td>5</td>
</tr>
<tr>
<td>Basic Math 00102</td>
<td>1.25</td>
</tr>
<tr>
<td>Conflict Resolution (Special topics Business 290 Conflict Resolution)</td>
<td>1</td>
</tr>
<tr>
<td>Customer Service (Customer Service MCS 100)</td>
<td>3</td>
</tr>
<tr>
<td>Communication (COMM 050 or COMM 121)</td>
<td>4</td>
</tr>
<tr>
<td>Diversity (Cross Cultural Studies SOCI 165)</td>
<td>3</td>
</tr>
<tr>
<td>Computers (Intro. to Windows, Exp the Net, Intro to Word)</td>
<td>1</td>
</tr>
</tbody>
</table>

TOTAL: 18.25 credit hrs.

Miscellaneous

1. The University agrees to purchase and maintain the necessary library resources for the specific A.P.

2. If the within Appendix is in conflict with the terms of the Collective Bargaining Agreement, the within Appendix will prevail.

3. The parties will meet and jointly establish job specifications for the affected positions.

4. Any test designed for eligibility into the Temporary Pool is not equivalent to the Level 1 test from the Wheels of Learning and will not be used to demonstrate competency relative to entry into a craft/shop vacancy.

5. Article 19, Appointments, remains in full effect for Apprentice Program employees except that an A.P. employee who fails to complete Level 1 and is returned to his/her previous classification and pay grade, will not be subject to an involuntary demotion probationary period as per Article 19, (D).

6. Employees who meet the minimum verifiable experience requirements, and who have completed the coursework for an Apprentice Program level, may request to test at the appropriate
level. The manager of the Apprentice Program will offer the test as soon as practicable. Upon successful completion of the test, the employee will be retroactively compensated to the date of the request to test.

7. Additionally, all eligible employees, including “grandfathered employees”, who have achieved their initial appointment and wish to promote, but do not successfully pass the level testing, may test again within a minimum of seven calendar days of study. If the employee is unsuccessful the second time, the employee must wait 60 days from the date of the second test before testing again.

8. Rather than only offer self-study Apprentice Program classes, for selected courses, the University will also offer Independent Study courses and/or Pace courses. Such courses will have structured meeting times with instructor assistance available.

**Apprenticeship Program Matrix**

<table>
<thead>
<tr>
<th>AP LEVEL</th>
<th>PERMANENT EARNED CLASSIFICATION</th>
<th>TEMPORARY CLASSIFICATION BEING EARNED AND PAID*</th>
<th>TEMPORARY PAY RANGE (Compensation Currently Received)</th>
<th>TOTAL MONTHS NEEDED IN CRAFT TO LOCK IN PERMANENT POSITION</th>
<th>AP ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTRY INTO SHOP</td>
<td>Classification held prior to entry</td>
<td>MR1</td>
<td>4</td>
<td>6 months previous general construction experience (or Core Curriculum)</td>
<td>Level I Academic Coursework and/or Level I test</td>
</tr>
<tr>
<td>Level I</td>
<td>Classification held prior to entry</td>
<td>MR1</td>
<td>4</td>
<td>0 months Verifiable Craft Experience</td>
<td></td>
</tr>
<tr>
<td>Level II</td>
<td>MR1</td>
<td>Assistant Craftsperson</td>
<td>5</td>
<td>12 months Verifiable Craft Experience</td>
<td>Level II Academic Coursework and/or Level II test</td>
</tr>
<tr>
<td>Level III</td>
<td>Assistant Craftsperson</td>
<td>Craftsperson 1</td>
<td>7</td>
<td>Additional 18 months Verifiable Craft Experience</td>
<td>Level III Academic Coursework and/or Level III test</td>
</tr>
<tr>
<td>Level IV</td>
<td>Craftsperson 1</td>
<td>Craftsperson 2</td>
<td>8</td>
<td>Additional 18 months Verifiable Craft Experience needed to lock in classification and pay grade</td>
<td>Level IV Academic Coursework and/or Level IV test</td>
</tr>
</tbody>
</table>

No classification level becomes permanent until successful completion of corresponding level test and minimum verifiable craft experience. *Craft experience = experience required to permanently hold classification.
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 terms of Appendix C of the current Collective Bargaining Agreement will control and will provide the terms and conditions of advancement and education/training for employees in the Environmental Services Department.
In accord, the parties affix their signatures:

FOR THE UNIVERSITY:

Linda Lonsinger, Director
Employee & Labor Relations

Sherwood Wilson,
Assoc. V. P. for Admin.
Facilities & Auxiliaries

FOR AFSCME LOCAL 1699
AND OHIO COUNCIL 8:

Charlie Adkins, President
AFSCME Local 1699

Tammy Carsey
Staff Representative, Ohio Council 8
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, June 1, 2004, and ends at the expiration date of the CBA, March 1, 2007. 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, Director
Employee & Labor Relations

Sherwood Wilson,
Assoc. V. P. for Admin.
Facilities & Auxiliaries

Vickie Wortman, Director
Human Resources
Facilities and Auxiliaries

Carol May, Support
Employee and Labor Relations

FOR AFSCME LOCAL 1699
AND OHIO COUNCIL 8:

Charlie Adkins, President
AFSCME Local 1699

John Dillon II, Vice-President
AFSCME Local 1699

Kim Russell,
Executive Board
AFSCME Local 1699

Kim Deal, Steward
AFSCME Local 1699

Tammy Carsey
Staff Representative, Ohio Council 8