



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OHIO UNIVERSITY

AND

**AFSCME, AFL-CIO, OHIO COUNCIL 8,
LOCAL 3200**

Effective:

12:00 a.m. on July 1, 2025

to 11:59 p.m. on June 30, 2028

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ARTICLE 1

INTRODUCTION/PREAMBLE

- A. This Contract is entered into by and between Ohio University (hereinafter referred to as "University"), a public trust operated for the benefit of students and their education, and Local 3200 Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as "Union") for the intent and purpose of establishing harmonious employment relationships by and through a Collective Bargaining Agreement (hereinafter referred to as "Contract") that sets forth the conditions of employment and to provide for a prompt and fair process for the resolution of grievances.

- B. The Contract and its attachments shall be made available to the members of the Bargaining Unit in an electronic format by the University.

ARTICLE 2

NONDISCRIMINATION AND AFFIRMATIVE ACTION

- A. Non-Discrimination

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, color, religion, age, national origin, ethnicity, national ancestry, sex, pregnancy, gender, gender identity or expression, sexual orientation, military service or veteran status, mental or physical disability or genetic information.

- B. Affirmative Action

Ohio University establishes and maintains an affirmative action plan to promote equal opportunity for employment, in compliance with federal and state law.

ARTICLE 3

ENTIRE CONTRACT

- A. This Contract represents the sole and complete agreement between the parties with respect to all negotiated items and matters set forth herein.

- B. The parties acknowledge each had the right and opportunity during collective bargaining negotiations to make demands and proposals on permissible subjects within the scope of negotiations. After the exercise of this right and opportunity, the parties acknowledge the terms of this Contract constitutes the entire agreement between them and settles all demands and issues on all matters within the scope of negotiations. Acceptance of this Contract precludes further negotiations of any issues until the time specifically provided herein or

otherwise mutually agreed. 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.

- C. All personnel policies or practices in conflict with the provisions hereof are no longer applicable.

ARTICLE 4

APPLICABLE LAW

- A. Ohio Revised Code Chapter 124, and attendant administrative codes and rules of the Ohio Department of Administrative Services are not applicable to employees covered by this Contract, except those incorporated in Chapter 4117 of the Ohio Revised Code.
- B. The provisions of this Contract shall supersede any conflicting rules, policies, and/or procedures of the University.

ARTICLE 5

SAVINGS CLAUSE

- A. If any Article or Section of this Contract is found, or would be found, invalid or unlawful by any law or tribunal, or if compliance with or enforcement of any Article or Section of this Contract would be restrained by any law or tribunal, the specific Article or Section will be automatically considered null and void. All other Articles and Sections of the Contract will continue in full force and effect.
- B. The parties agree to immediately enter into collective bargaining negotiations for the purpose of negotiating a lawful replacement for such Article and/or Section.

ARTICLE 6

FORCE MAJEURE

- A. Neither Party shall be responsible to the other Party, nor deemed to be in violation of this Contract or of any provision herein, for any delay or failure to perform any obligation when such failure or delay in performing any obligation is due to any cause beyond its control and without its fault or negligence.
- B. The Party affected by a Force Majeure Event shall immediately notify the other Party of such inability or delay in performing obligations under this Contract. The Party giving such notice will be excused from its obligations under this Contract, as it is thereby disabled from

performing and shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause, but no longer than sixty (60) days. The Party affected shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

- C. Should the inability or delay in performing obligations under this contract extend beyond sixty (60) days, the Parties shall negotiate in good faith any modifications of the terms of this Contract that may be necessary to arrive at an equitable solution.

ARTICLE 7

MANAGEMENT RIGHTS

- A. Ohio University retains the sole and exclusive right to effectively manage its operations, buildings, and plants, and to direct and effectively manage the work force. The right to manage shall also include the authority to establish personnel policies and operating policies and procedures governing and affecting the operations of the University.
- B. The right to manage the operations, buildings, and plants, and to direct and manage the work force includes, but is not limited to the following:
 - 1. Determine the overall mission of the employer as a unit of government and to take actions to carry out the mission of the public employer as a governmental unit;
 - 2. 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;
 - 3. Direct, supervise, evaluate, or hire the workforce, assign, schedule, retain, promote, demote, transfer, suspend, discipline, layoff, or discharge for just cause in accordance with the Contract;
 - 4. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 5. Determine the overall methods, process, means, personnel, or adequacy of the work force by which governmental operations are to be conducted; determine the necessity for overtime and the number of employees necessary for overtime work; the work to be performed, the location of the work, the standards of performance, the organization of departments, amount of supervision and the decision to do or contract work are the responsibility of the University.
- 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 8

UNION REPRESENTATION

A. Union Representation

1. Union Representatives may be afforded the reasonable opportunity to represent employees and to resolve labor management issues arising from this Contract during normal work hours, subject to supervisory approval.
2. The privilege of Union Representatives leaving their work is subject to the understanding that the time will be devoted to the prompt and proper handling of grievances and labor management matters and the privilege will not be abused.
3. Any disputes between University and Union regarding union representation, including, but not limited to, whether a Union Representative is spending an unreasonable amount of time conducting union business or whether release time is being unreasonably denied, shall be resolved in a Labor Management Meeting.
4. Time spent by Union Representatives will be paid at the employee representative's straight time hourly rate. There shall be no pay for any time an employee is involved in Union business outside their normal work hours.
5. Union will furnish the Vice President of Human Resources, or their designee, with the names of its authorized representatives and such changes as may occur from time to time in such personnel, so that University may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

B. Union Representatives

1. Union Stewards

- i. University shall recognize up to fifteen (15) Union Stewards. This number of Union Stewards may be increased only upon mutual agreement of the parties.
- ii. Union shall make best attempts in the interest of operational efficiency and to minimize loss of production time to distribute assignments and unit coverage equally among the Union Stewards.
- iii. Union Stewards, in accordance with the terms of this section, may investigate grievances and represent employees while presenting grievances to the University at the Informal Step and Step 1 of the grievance process as outlined in this Contract.
- iv. Union Stewards may conduct grievance matters during their regularly scheduled work hours provided they have approval of their immediate supervisor and the

supervisor of the employee whose grievance is being investigated and processed. All time for stated activities shall be on the premises of Ohio University, or their approved remote location and employees shall return to their regular work duties immediately after any employee consultation or grievance hearing and shall notify their immediate supervisor immediately upon their return to work.

- v. Union Stewards will perform their regularly assigned work at all times except when necessary to handle grievances as provided herein.
- vi. Any authorized time for the grievance investigation is subject to departmental operating requirements.

2. Union President

- i. University shall recognize one (1) Union President, to be determined by the by-laws, policies and/or procedures of the Union.
- ii. Union President shall be granted paid release time of up to eight (8) hours per week for each scheduled work week during the life of this Contract.
- iii. Union President or their designee, at their discretion, shall be free to conduct Union business on University premises during the eight (8) hour release period. Release time should be pre-arranged with the Union President's supervisor to maintain efficient operation of the department. Union President will refrain from conducting union business during work time except as otherwise specified in this Contract.
- iv. Time spent by Union President will be paid at the employee representative's straight time hourly rate. There shall be no pay for any time an employee is involved in Union business outside their normal work hours.
- v. Union President, or their designee, shall serve as the Union Representative at the second step (Step 2) of the grievance process. Union President shall make best efforts to represent employees in grievance matters within the release time outlined above.
- vi. In cases where the Union Steward is absent from campus during their regularly scheduled shift, the Union President may, in accordance with the terms of this section, investigate and present grievances to the University at the Informal Step and Step 1 of the grievance process.

3. Union Vice-President

- i. University shall recognize one (1) Union Vice-President, to be determined by the by-laws, policies and/or procedures of the Union.

- ii. In cases where the Union President is unavailable or when invited by mutual agreement of the parties, the Union Vice-President may attend management meetings related to Union matters.
- iii. In cases where the Union President is unavailable during their regularly scheduled shift, the Union Vice-President may, in accordance with the terms of this section, investigate and present grievances to the University.
- iv. Release time for Union Vice-President shall be limited only to those circumstances where the Union President is unavailable or when invited by mutual agreement. Time spent by Union Vice-President will be paid at the employee representative's straight time hourly rate. There shall be no pay for any time an employee is involved in Union business outside their normal work hours.
- v. Union Vice-President must have the approval of their immediate supervisor prior to leaving their work assignment.
- vi. Union Vice-President will refrain from conducting union business during work time and will perform their regularly assigned work at all times except as otherwise specified in this Contract.

4. Union Negotiating Committee

- i. Once the process of negotiating a successor Contract has commenced, University and Union, by mutual agreement, shall determine the maximum number of members on the negotiating committees.
- ii. Employees who serve on the Union negotiation committee shall be granted release time for actual time spent in negotiations, not to exceed eight (8) hours per day. No time other than hours spent in negotiations shall be approved.

ARTICLE 9

UNION MEMBERSHIP

- A. The University will deduct biweekly Union dues and the initiation fee for any regular full-time or regular 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. The Union shall notify the University of its Dues Amount as often as necessary so that the University has the most current information, but no less than once each year. University Human Resources shall process any increases, reductions, or modifications within a reasonable period of time.
- 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. Total AFSCME dues and initiation 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.
- D. 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. University Human Resources shall process any increases, revocations, or modifications within a reasonable period of time.
- E. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees, and any of its agents harmless against any and all claims, demands, causes of action, and other forms of damages and liability arising or resulting from the University complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.
- F. Union Membership/Maintenance of Membership: Employees who are members of the Union may revoke their membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.
 - 1. Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of the employee's dues checkoff authorization cards are available from the Union upon request.
 - 2. The University's obligation to make deductions shall terminate upon receipt of the thirty (30) day notice of the revocation of authorization or upon termination of employment or transfer to a job classification outside of the Bargaining Unit.
- G. The University shall notify the Local Union President or designee at least one (1) week in advance of orientation meetings scheduled for new employees by the University. The Local President, or their designee, will be afforded the opportunity to attend the orientation session and be permitted to make a presentation to employees who have been hired into Bargaining Unit positions. The designee shall be granted release time to attend the orientation session in place of the President with prior approval of their supervisor, which shall be based on operational need and shall not be unreasonably denied.

- H. Upon request by AFSCME, Ohio Council 8, the University shall provide a list of Bargaining Unit members' home addresses so that the Union may comply with its responsibilities under Chapter 4117 of the Ohio Revised Code.

ARTICLE 10

UNION RECOGNITION

- A. 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 Membership or non-membership activity or status.
- B. The University recognizes Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive representative for purposes of collective bargaining in accordance with Ohio Revised Code Chapter 4117 in the following Bargaining Unit:

All full-time and regular part-time clerical and technical employees employed at Ohio University including:

Accounting Support Associate
Accounting Support Senior Specialist
Accounting Support Specialist
Administrative Services Assistant
Administrative Services Associate
Administrative Services Associate (Data Control Technician)
Administrative Services Associate for Central Programs
Administrative Services Associate (Testing Services Associate)
Administrative Services Associate, English Language Improvement Program
Administrative Specialist
Administrative Specialist, Donor Relations
Assistant Network Administrator
Associate Network Administrator
Broadcast Technology Specialist
Broadcast Traffic Promotions Assistant
Certified Medical Assistant
Digital Broadcast Archivist
Employee Benefit Specialist
Employment Coordinator
Environmental Hazards Specialist
Executive Assistant
Financial Support Specialist
Health Services Associate
Health Services Specialist

HR Service Center Senior Specialist
 HR Service Center Specialist
 Intelligence Analyst
 IT Senior Support Specialist
 IT Senior Support Assistant (Contact Center Agent)
 IT Senior Support Assistant (IT Support Agent)
 IT Support Associate
 IT Support Associate (AV Technician II)
 IT Support Associate (Provisioning Agent II)
 IT Support Associate (Provisioning Agent)
 IT Support Senior Specialist
 IT Support Specialist
 Lab Management Associate
 Lab Management Senior Specialist (Histopathology)
 Lab Management Specialist
 Learning Technology Specialist
 Library Support Associate
 Library Support Associate (Overnight Supervisor)
 Library Support Senior Specialist
 Library Support Specialist
 Library Support Specialist - Alden Public Services Desk Coordinator
 Library Support Specialist - Alden Public Services Student Employee Coordinator
 LPN (Licensed Practical Nurse)
 Maintenance Coordinator
 Mobile Health Unit Driver / Fleet Coordinator
 Network Administrator, Senior Specialist
 Occupational Therapy Assistant
 Payroll Senior Specialist
 Payroll Specialist
 Pest Control Technician
 Physical Therapist Assistant
 Physical Therapy Assistant
 Printing Coordinator
 Procurement Senior Specialist
 Procurement Specialist
 Procurement Supervisor
 Records Management Assistant
 Records Management Associate
 Records Management Senior Specialist
 Records Management Specialist
 Telecommunications Senior Specialist

1. But excluding all student, temporary, casual, and seasonal, administrative (unclassified), faculty, supervisory, managerial, professional, confidential, and all other employees specifically exempted in Section 4117.01 of the Ohio Revised Code. The provisions of this Contract shall apply only to departmental classifications listed above.

C. In the event a new classification or a previous current or unfilled classification is established, the inclusion of the new classification in the Bargaining Unit will be negotiated by the parties during a regularly scheduled Labor Management Meeting.

1. Disputes regarding inclusion of any new classification in the Bargaining Unit may be initiated as a grievance at Step 2 of the Grievance Procedure.

ARTICLE 11

UNIVERSITY RESOURCES AND BULLETIN BOARDS

A. Bulletin Boards

The Union shall be provided reasonable bulletin board space in a conspicuous location to post official Union notices.

It is understood and agreed that the notices will be posted on the board only by authorized representatives who shall also be responsible for removal of notices and maintaining the appearance of the bulletin board. It is further understood and agreed that the bulletin board shall not be used for political or campaign purposes or for the posting of any material which may be offensive to the University or any employees of the University.

B. University Facilities

The Union shall be permitted reasonable use of University facilities and spaces for meetings and activities on the same basis as other University groups and in compliance with the University's policies and procedures.

ARTICLE 12

LABOR MANAGEMENT MEETING

A. In the interest of harmonious Labor Management relations, University and Union will meet for a Labor Management Meeting at the request of either party to discuss matters of mutual concern. A reasonable meeting place shall be designated by University Human Resources.

B. The purpose of such meetings shall be to:

1. Discuss the administration of this Contract.
2. Notify the Union of changes made or contemplated by the University which may affect the Bargaining Unit members of the Union.

3. Discuss broad issues that relate to grievances that have been filed; however, specific grievances are not a proper subject and shall not be discussed at labor management meetings.
 4. Disseminate general information of interest to the parties.
 5. Give the Union and University the opportunity to exchange the views of Union members and the University.
 6. Inform the Union of changes in the status of employees on the seniority list.
 7. Discuss health and safety issues.
- C. Scheduling and Participating in discussions during the Labor Management meetings is not intended to and shall not serve as a notice to negotiate or intention to re-open the Collective Bargaining Agreement in accordance with the Ohio Revised Code.
- D. Not more than six (6) representatives of the University and not more than six (6) Union representatives, including two (2) Staff Representatives, may attend the meeting. With advanced notification and upon mutual agreement of the parties, additional parties may be invited to the meeting if their input is germane to agenda.
- E. Agenda items must be submitted by either party to the other at least seventy-two (72) hours in advance of such Labor Management Meeting. If an agenda is not completed at least seventy-two (72) hours in advance of the Labor Management Meeting, the meeting shall be cancelled. Only those items submitted timely and placed on the agenda will be addressed at the Labor Management Meeting, unless the parties mutually agree otherwise.
- F. Union representatives shall receive release time to attend the labor management meeting. Release time must be approved by the union representative's immediate supervisor and reviewed based on operational need; however, release time for labor management meetings will not be unreasonably denied. Release time, herein, will be paid at the employee's straight time hourly rate only. There shall be no pay for any time a union representative is involved in a labor management meeting outside the employee's normal work hours. Employees are expected to return to work immediately after the labor management meeting as prescribed herein, and to notify their immediate supervisor immediately upon their return to work.
- G. Both parties will make a good faith effort to respond to issues in a timely manner.

ARTICLE 13

NO LOCK OUT--NO STRIKE

- A. The University and the Union recognize their mutual responsibilities to provide uninterrupted services to the educational process.

- B. The University agrees during the life of this Contract it will not directly or indirectly lockout or otherwise prevent employees from performing their duties.
- C. The Union or any member of Union agrees during the life of this Contract it will not directly or indirectly authorize, engage in, or sanction a slowdown, work stoppage, strike, threat of strike, or any other interruption or interference with the normal operations of the University.
 - I. Should any activity prescribed above which the Union has not caused or sanctioned either directly or indirectly, the Union shall immediately:
 - i. Instruct all employees not to participate in such action and to return to work immediately;
 - ii. Publicly disavow such action by the employees or other persons involved;
 - iii. Advise the University in writing that such action has not been sanctioned by the Union.
- D. 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 the dispute resolution process outlined within this Contract.

ARTICLE 14

EMPLOYEE CONTACT INFORMATION

- A. Parties agree it is essential to the operations of the University for employees to maintain current and accurate contact information with their supervisors and University Human Resources.
- B. Employees shall immediately notify in writing their department and/or their supervisor of any changes in contact information, including name, address, and telephone numbers.
- C. Employees shall immediately notify in writing University Human Resources of any changes in contact information as well as changes in the employee's marital status and record of immediate family.

ARTICLE 15

GRIEVANCE PROCEDURE

- A. The purpose of this article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Contract. Nothing in this article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.
- B. It is the right of every member of the Bargaining Unit to use the prescribed grievance procedure without fear of reprisal.
- C. A grievance under the terms of this Contract is defined as a complaint filed by a Grievant alleging a violation, misinterpretation, misapplication, or lack of compliance with any provision of this Contract, including safety and disciplinary actions, unless specifically precluded by this Contract. For purposes of this Contract, a Grievant may include an employee or a group of Employees to address contractual violations that impact them individually or the Union on behalf of an employee, group of employees or the membership as a whole.
 1. A grievance must be filed in writing at either Step 1 or Step 2 no later than ten (10) work days following the date of the occurrence of the grievance, or the date the employee should reasonably have learned of the event giving rise to the grievance. A grievance submitted for review may not be amended past the first (1st) step deadline, absent mutual agreement of the parties.
 2. 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. Moreover, if the same issue occurs in a continuous, consistent, or repetitive manner prior to the resolution of the original matter in accordance with this article, Union and Management shall hold related grievances in abeyance pending the final resolution of the original grievance.
 3. Pending a decision on the grievance, Management's orders related to the grievance shall be followed as given pending completion of the grievance process. If the grievance involves matters of safety, the Parties agree to meet immediately to discuss potential correction action. Nothing in this section is intended to be a waiver of an employee's statutory right to refuse an unsafe work assignment.
 4. When grievances arise, the following procedure shall be observed:
 - i. Informal Step:

In an effort to amicably resolve disputes or differences, any employee claiming a grievance is strongly encouraged to discuss the potential grievance with their immediate supervisor immediately following the date of the occurrence of the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance.

ii. First Step:

- a. If the employee chooses to file a grievance under this Article, the grievance may be submitted by the employee and/or the employee's steward to the administrative head of the unit, or their designee, within ten (10) work days following the date of the occurrence of the grievance or the date the employee should reasonably have learned of the event giving rise to the grievance. The grievance shall be on the form designated by the Union with a written statement of the grievance and signed by the employee and the Steward.
- b. The written grievance shall include the nature of the grievance, the specific section of the Contract alleged to have been violated, and the specific relief requested. Within ten (10) work days following the date of the presentation of the grievance at the First Step, a meeting will be held between the President, or Vice-President or steward, the employee, and the employee's supervisor and/or administrative department head (or a designee) to handle the grievance at the First Step. The administrative head or a designated representative will give an answer in writing to the grievance within ten (10) work days following the date of the meeting. If this does not resolve the grievance, it may be appealed to the Second Step.

iii. Second Step:

- a. Within ten (10) work days following the date of the written response to the First Step, the grievance may be appealed in writing to the Vice President of Human Resources or a designated representative, by the Union. The grievance shall be heard at a mutually agreeable date and time for the parties. The grievant and not more than three (3) representatives of the Union will be entitled to attend the hearing. Management may not have 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 Vice President of Human Resources or a designated representative within twenty (20) work days following the date of the Second Step meeting.
- b. For purposes of grievance procedure time limits, work days herein shall be defined as Monday through Friday. Holidays recognized by this Contract, including Winter Break Closure, will not be considered as work days for purposes of time limits herein.

iv. Arbitration:

- a. In the event the Second 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) work days following the date the Union received the University Second Step written response for the grievance to remain valid. Within thirty (30) days of advancing the grievance to arbitration, the Union will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA), or any other mutually agreed upon arbitration service. Within fourteen (14) days of receipt of the panel the parties will select an arbitrator using the "strike method". The arbitrator will be notified of their 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. These timelines may be extended by mutual agreement of the parties, but in no event will the arbitration be held more than eighteen (18) months from the date the grievance is appealed from the Second Step hearing.
- b. 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.
- c. The fees and approved expenses of the arbitrator shall be paid equally by the parties.
- d. 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.
- e. The arbitrator's decision shall in all respects, conform with the terms of this Contract. The arbitrator's decision must be rendered within thirty (30) days following the closing of the arbitration hearing and the decision shall be final and binding upon the University, the Union, and the employees covered by this Contract.

v. 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, AAA, or SERB, or any other mutually agreed upon mediation

service, 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. The fees and approved expenses of the appointed mediator shall be paid equally by the parties.

vi. 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.

vii. 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.

viii. 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.

ix. Implementation:

- a. Release of a grievant to consult with Union representatives at Step I 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.
- b. Release of any other employees as witnesses for the Union at Step I, Step 2, 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.

- c. Union representatives may consult with employee grievant/s and/or employee witnesses for the Union one-half (1/2) hour prior to the time of the Step 2 hearing and one (1) hour prior to the time of any arbitration hearing, provided at least twenty-four (24) hours advance notice is given to the Director of Labor Relations as to the names of employees attending the Step 2 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.
- d. 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.
- e. Other than the release time as prescribed herein, no employee will be released from work duty during the grievance process.
- f. All release time as prescribed herein shall be on the premises of Ohio University or their remote work location, if applicable 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 16

PERSONNEL FILES

- A. Employees shall have the right to inspect their personnel file in the presence of a representative of University Human Resources during non-work time or during normal working hours with the permission of employee's supervisor, that will not be unreasonably denied. Appointment requests to view the personnel file shall be submitted in writing to University Human Resources and the appointment shall be held at a mutually agreeable time.
- B. Employees may request a copy of their personnel file at no charge to the employee.

ARTICLE 17

PERFORMANCE EVALUATIONS

- A. Periodic performance evaluations will be completed by the University and maintained in the official personnel file for employees covered by this Contract. These files may be electronic.
- B. A copy of the completed performance evaluation form will be furnished to and discussed with the employee. The employee will then acknowledge the evaluation with a signature. Such acknowledgement will not indicate concurrence with the evaluation but that the evaluation was actually reviewed with the employee.
- C. Following a discussion with their supervisor concerning the performance evaluation, the employee will be granted ten (10) working days in which to prepare and deliver a written statement which, if delivered timely, will be added to the evaluation form in the acknowledgement section of the performance management process.
- D. The means, substance, and contents of a performance evaluation are not subject to grievance; however, an employee may refer to such evaluations when presenting grievances on matters concerning the results or actions resulting from the performance evaluation that may impact the terms and conditions of their employment, including, but not limited to, disciplinary action.
- E. Hiring departments may request and reference employee performance evaluations of those employees applying for internal job postings.

ARTICLE 18

DISCIPLINE

A. Just Cause Discipline

- 1. The continued employment of all employees who have successfully completed their probationary period shall be during good behavior and efficient service, except as otherwise provided in this Contract.
- 2. No employee shall be reduced in pay or position, suspended, or terminated except for just cause, including incompetency, inefficiency, unsatisfactory performance, dishonesty, intoxication, under the influence of drugs of abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of University policies or work rules, conviction of felony while employed at the University, or any other failure of good behavior.
- 3. Any employee in their probationary period is subject to discharge at any time during the probationary period at the discretion of the University. A discharge or discipline of a

probationary employee shall not be subject to the grievance provisions of this Contract and shall not be subject to appeal or recourse to any other agency, institution, or forum.

4. Ohio University supports and generally strives to follow a progressive discipline process in which most infractions are addressed through a series of increasingly severe but proportional actions. In many cases, progressive discipline may begin with formal counseling or a verbal warning. Repeated infractions or single infractions that are more egregious will often result in elevated steps of discipline such as written reprimands, suspensions, or termination of employment. With that said, because bargaining unit members are public employees working in a higher education setting directly or indirectly with students and other members of the public, independently and without direct supervision, and with broad access to University facilities and property, progressive discipline is not appropriate for all types of misconduct and management may discipline accordingly in accordance with Article 4.

B. Corrective Action Records

1. Written reprimands 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.
2. 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.
3. If there is an intervening written notice of disciplinary action while a written reprimand or suspension is in an employee's personnel file, the removal timelines detailed above shall begin anew and the original discipline and any new disciplinary action will be removed according to the above timeframes provided there is not additional intervening written notice of disciplinary action.
4. Once a record of a written reprimand or a suspension ceases to have any force and effect it will be placed in a separate file in compliance with Ohio Public Records Laws.
5. In imposing discipline on a current charge, the University shall not take into account any written reprimands or suspensions which have been removed in accordance with this Article, or any other discipline which occurred more than three (3) years previously.
6. An employee shall be given a copy of any written reprimand, or other disciplinary action entered on their personnel record. Employee may request a union representative 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.

7. 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 written statement shall state the duration and dates of the suspension. Employee may request a union representative 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.

C. Grieving Discipline

1. Discipline, other than written reprimands, may be subject to the Grievance Procedure provided in this Contract. An employee who receives a written reprimand may attach within ten (10) work days of receipt of the written reprimand a written rebuttal to the reprimand. Work days for the purpose of providing a written rebuttal shall not include holidays, as recognized by this contract, or Winter Break Closure. The written rebuttal will be attached to the written reprimand and shall be removed from the employee's personnel file at the same time as the reprimand.
2. Grievances involving disciplinary suspensions or terminations may be initially filed at Step 2 of the Grievance Procedure.

ARTICLE 19

CLASSIFICATIONS

A. Classification Plan

University will establish and maintain a position classification plan for all positions covered by this Contract. Positions covered by this Contract will be classified in accordance with their duties, skills and qualifications and will be assigned to appropriate pay ranges in accordance with the position classification. Position classifications and series are outlined in Appendix A.

B. Classification Specifications

1. Classification specifications for each position covered by this Contract will be prepared and maintained by the University detailing the following: statements of the essential character of the work, duties, and responsibilities; essential knowledge, abilities, and skills; and the minimum training and experience required of persons who are to fill the positions. Union shall be notified of any modifications to any job descriptions or classification specifications for Bargaining Unit positions within fifteen (15) calendar days of the modification.

2. In the event the University creates a new classification, and the classification is determined to be recognized in the Bargaining Unit in accordance with this Contract, University shall immediately notify the Union. The parties shall meet during a scheduled Labor Management meeting to negotiate the new classification's pay range. If the parties are unable to reach agreement, the Union may file a grievance at Step 2 of the Grievance Procedure.
3. Upon request of University Human Resources, Bargaining Unit members may receive a copy of their current position description and classification specification. University Human Resources shall make best efforts to provide requested documents within seven (7) calendar days.

C. Position Audits

1. University retains as a management right the authority to perform audit reviews of all position classifications at any time. A Bargaining Unit member, or the Union on behalf of a Bargaining Unit member, may request at any time, but not more than once per calendar year, a position audit for the purpose of evaluating and reclassifying a position. Supervisor and Chief Finance and Administrative Officer (CFAO) approval is not required to submit a request for a position audit; however, University Human Resources may require Supervisor and CFAO involvement to fully complete and review the audit. The request must be in writing and must include evidence that the duties of the position have significantly changed from the duties described in the current classification specification for the position. University Human Resources shall conduct any and all audits of position classifications.
2. If, as a result of the audit, the University determines that a Bargaining Unit member has been assigned duties that would result in assignment to a higher position classification and pay grade, the University shall either assign the appropriate position title and pay grade or cease to assign the Bargaining Unit member that portion of the duties which caused the position to be assigned the higher position title and pay grade. If the University determines Bargaining Unit member was performing duties of a higher position classification and pay grade, the Bargaining Unit member shall receive backpay equal to a fifteen percent (15%) increase in compensation for the performance of elevated classification duties retroactive to the date of request for the position audit, regardless of whether University determines to assign Bargaining Unit member to the appropriate position title and pay grade or cease to assign the Bargaining Unit member that portion of the elevated duties.
3. Position audit results shall be presented to the Bargaining Unit member, with a copy of the results also being delivered to the Employee's Supervisor.
4. 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 2 of the Grievance Procedure.

5. A Bargaining Unit member may temporarily be assigned elevated duties within a higher classification to meet intermittent operational needs. Departments shall work with University Human Resources and make best efforts to evaluate and notify Bargaining Unit members of new elevated duties prior to the new duties being assigned.
6. If a Bargaining Unit member is assigned to perform duties of a higher classification, the employee shall receive a fifteen percent (15%) increase in compensation for the duration of performance of the elevated duties. A Bargaining Unit member may also temporarily be assigned duties within a lower classification to meet intermittent operational needs. If a Bargaining Unit member is assigned to perform duties of a lower classification, the employee shall not receive a reduction in compensation for the duration of performance of the lower classification duties. A temporary assignment shall not be for a period longer than one hundred twenty (120) work days, absent mutual agreement of the parties. At the conclusion of the temporary assignment, the Bargaining Unit member will return to their previous position and at their previous rate of compensation.

ARTICLE 20

JOB FRAMEWORK, PAY STRUCTURE, AND PAY FREQUENCY

- A. The Bargaining Unit job family is based on the existing position descriptions, position pay grade assignments, and job family charts in effect at the time of execution of this Contract and more fully detailed in Appendix A.
- B. The pay structure is more fully detailed in Appendix C.
- C. Employees shall progress through their pay grade based upon any increases negotiated pursuant to Article 37 (Wages/Shift Differential/Longevity).
- D. Employees who reach the maximum of the pay grade will be permitted to receive the annual salary increase outlined in Article 37, beyond the maximum of the pay grade. The pay grade will not be modified or altered because of an employee receiving an annual salary increase that goes beyond the maximum of the pay grade. The pay grades in Appendix C remain in full force and effect regardless of individual employee circumstances.
- E. New employees to the University will be hired at the minimum of the pay grade to which the position is assigned, or at a rate up to the 50th percentile of the pay grade provided the hiring manager's request is made in consultation with UHR Compensation and is supported by the employee's job knowledge, skills, and experience.
 1. All current employees in the work department with the same or higher title and pay grade shall be paid an amount equal to or greater than a new hire or a current university employee transferring into the same or higher title within the work department for any reason provided the current employee has equivalent job knowledge, skills and experience.

- F. Any currently unused Bargaining Unit position titles to be included in the Pay Structure will be subject to bargaining.
- G. Employees shall be paid on a bi-weekly basis in accordance with the University pay schedule and calendar, with amounts computed on an hourly basis. Employees must receive their pay by direct deposit.

ARTICLE 21

SENIORITY, PROBATION, LAYOFF, RECALL AND SEVERANCE

A. Seniority

- 1. Seniority is the employee's length of continuous, uninterrupted service with the University from Ohio University's latest hire date. For new hires or existing employees newly hired into the Bargaining Unit after implementation of this Contract, Seniority is the employee's length of continuous, uninterrupted service within the Bargaining Unit.
- 2. Retention points will be used to reflect seniority within the Bargaining Unit. Retention points shall be calculated as follows:
 - i. Each new employee shall be credited with a base of one hundred (100) retention points.
 - ii. Employees shall receive credit of one (1) retention point for each bi-weekly pay period of active regular full-time service.
 - iii. Employees shall receive credit of one-half (0.5) retention point for each bi-weekly pay period of active regular part-time service.
- 3. An employee shall have no seniority during the initial new hire probationary period, but upon completion of the probationary period, seniority shall be retroactive to the latest hire date.
- 4. Time on an approved paid leave of absence will be considered active service for the purposes of retention point calculation.
- 5. Seniority shall be broken or otherwise terminated when an employee:
 - i. Quits or resigns.
 - ii. Involuntarily terminated with or without cause.
 - iii. Retires.

6. When an employee is assigned out of the Bargaining Unit, the following provisions will apply:
 - i. If an employee temporarily accepts any position outside of the Bargaining Unit and returns to the Bargaining Unit within twenty-four (24) months, employee shall receive seniority credit for prior service within the Bargaining Unit. Employee will not receive service credit for the time period outside of Bargaining Unit. Employee must maintain continuous, uninterrupted service with Ohio University to regain this service credit.
 - ii. Once an employee accepts any position outside of the Bargaining Unit, Employee no longer retains any rights under the Contract except those specifically identified herein.
 - iii. This Contract does not abridge Management's rights nor guarantee that the employee shall be returned to their prior position.
7. University will display (University Human Resources Website) a monthly seniority roster showing the seniority, based on retention points, of each employee in the Bargaining Unit. Employees shall promptly report any discrepancies with the roster. University Human Resources will review all reports of discrepancies and will make revisions when appropriate. Lack of reports of potential discrepancies will deem the seniority roster to be accurate.
8. University will provide Union a monthly report of new hires, terminations, promotions, lateral moves, leaves of absence, and retirements within the Bargaining Unit. The list will include employee name, employment action, and the date of said action.

B. Probationary Period

1. Employees hired into a Bargaining Unit position shall serve a probationary period of one hundred twenty (120) calendar days.
2. Probationary periods may be extended by mutual agreement between the University and the Union for up to ninety (90) additional calendar days.
3. Employees promoted or transferring to another classification or transferring into the same classification due to displacement or recall, within the Bargaining Unit shall serve a probationary period of not less than ninety (90) calendar days. If the employee is later found not to successfully be able to perform the duties of the position within the probationary period, the employee may be returned to the employee's prior position without a loss of seniority if a position and vacancy exists. The Employee may voluntarily vacate the new position on their own accord and return to the employee's prior position if a position and vacancy exists.

4. The probationary period provides the employee with the opportunity to learn the duties of the new position and to demonstrate that the duties and responsibilities of the position can be undertaken satisfactorily. Probationary employees may receive a minimum of two (2) performance evaluations prior to the completion of the probationary period.
5. During the initial new hire probationary period, University has the sole right to discipline or terminate the employee, and such discipline or termination shall not be subject to the grievance procedure set forth in this Contract.
6. Any employee who separates from the University and is later rehired will serve a new probationary period.
7. If an employee transfers out of the Bargaining Unit and accepts another position within the University, and the employee is later found not to successfully be able to perform the duties of the position within the probationary period, the employee may be returned to the employee's prior position without a loss of seniority at any time only if the position remains vacant. Employee may not voluntarily vacate the new position on their own accord and return to the employee's prior position, absent mutual agreement of the parties.

C. Layoff

1. University may lay off Bargaining Unit employees based on lack of funds, abolishment of positions due to reorganization for efficient operation, reasons of economy, or lack of work. The University will continue its effort to avoid layoffs and will discuss at least fourteen (14) days prior to layoff any potential layoffs with the Union in a scheduled labor management meeting.
2. In the event of reduction in force or layoff, the following procedures shall be used:
 - i. University shall identify the planning unit and the specific positions within the specific planning unit to be abolished.
 - ii. University shall notify each employee to be laid off, in writing, at least fourteen (14) days prior to date of termination. Employees shall receive the current base pay for the duration of this period.
 - iii. Layoffs shall be based on the job classification within the impacted planning unit and based on seniority utilizing the earned retention points of impacted employees.
 - a. Term and temporary employees shall be abolished prior to the layoff of Bargaining Unit regular employees.
 - b. Prior to a seniority review, employees who have active discipline at a level greater than written reprimand in their personnel file shall be laid off first within a selected classification and planning unit.

- c. For purposes of layoff, if two or more employees have identical retention points as calculated above, the tie shall be broken by utilizing the following methods, in the following order:
 - i. Employees who have active discipline at a level greater than written reprimand in their personnel file shall be abolished first.
 - ii. Employees having the most recent Ohio University latest hire date from which no break in service has occurred.
 - iii. In the event a tie is not broken by the foregoing procedures, it will be broken by the last four digits of the Social Security Number. The employee whose last four digits are higher shall be treated as more senior.
- d. University will conduct reductions in force within an impacted planning unit and classification in the following order:
 - i. Probationary employees.
 - ii. Part-time employees.
 - iii. Full-time employees.

D. Displacement

1. Qualified regular full-time and part-time Bargaining Unit employees whose position is abolished may fill any University-wide vacancy within their classification or displace the employee with the fewest retention points in the classification and planning unit of the position being abolished.
2. Except for extraordinary circumstances, such as acts of God or hospitalization, the employee shall have five (5) calendar days from the date of receipt of notice excluding weekends and university recognized holidays, to notify the University in writing of the employee's intention to exercise the employee's displacement rights. Failure to provide written notification of the employee's intention to displace as specified above waives the employee's displacement rights.
3. Displacement of the affected employee shall be implemented in the following order:
 - i. If an eligible vacancy exists University-wide within the same classification, employee shall be displaced into vacancy within thirty (30) days of the date of notification of the position abolishment. The affected employee shall demonstrate ability to perform the required duties of the new position which they

are placed. If the affected employee cannot perform the required duties of the position which they would be placed, employee shall have no displacement rights.

- ii. If no vacancy exists within the classification, then the affected employee will displace the employee with the fewest retention points in the classification and planning unit of the position being abolished within thirty (30) days of the date of notification of the position abolishment. The affected employee shall demonstrate ability to perform the required duties of the new position into which they are placed. If the affected employee cannot perform the required duties of the position into which they would be placed, employee shall have no displacement rights.
 - iii. If no vacancy University-wide exists or position exists within the planning unit and classification for which the employee has displacement rights, the employee may displace the employee in the next lower classification level with the fewest retention points within the same classification series (same job family and subfamily) and the same planning unit from which the employee was laid off. This process may continue through the next lowest classifications within the subfamily and same planning unit until there are no longer opportunities for displacement.
 - iv. Planning Units are detailed in Appendix D subject to change based on organizational structure.
4. Full-time employees may displace into a part-time position if such a position exists within the classification and planning unit and if there are no full-time positions available. Part-time employees may not displace a full-time position but may be able to displace part-time employees with fewer retention points in the classification and planning unit of the position being abolished.
 5. Employees may choose layoff rather than exercise their displacement rights. Such employees will not be considered to have waived their recall rights to the position of which they were laid off, nor negatively affect their employment rights for the duration of the layoff.

E. Recall

1. Employees who are laid off shall have recall and reinstatement rights for a period of two (2) calendar years from the effective date of the layoff.
2. When a vacancy arises, University will offer recall to individuals on the recall list in order of those with the most retention points to the least. Notice of offer for recall to an employee shall be made via hand delivery, certified mail, or by other carrier using return receipt, with an email copy to the Union. If the employee is non-responsive, or is unable to be contacted, within seven (7) calendar days after date of mailing, the University's obligation will be considered to be fulfilled, and the employee forfeits their recall rights. The recalled

employee must notify the University of their intent to return to work within three (3) calendar days or may be extended by mutual agreement. The date for returning to work shall be no less than seven (7) calendar days from date of acceptance unless mutually agreed upon by the parties.

3. Laid off employees on the recall list shall maintain current physical mailing address, telephone number, and email address information with University Human Resources.
4. If employee fails to return from layoff after being offered recall, Employee shall be removed from the recall list.

F. Severance

1. Employees whose positions are abolished due to lack of funds, lack of work, or abolishment of positions due to reorganization for efficient operation, reasons of economy, or lack of work may be eligible for specific severance benefits as detailed below.

2. Severance Pay:

- i. Eligible employees shall be entitled to severance pay calculated on the basis of prior university service as follows prorated based upon standard conditions:
 - a. One (1) year up to three (3) years of continuous university service: one hundred sixty (160) hours of severance pay;
 - b. More than three (3) but less than ten (10) years of continuous university service: three hundred twenty (320) hours of severance pay;
 - c. More than ten (10) years of continuous university of continuous university service: four hundred eighty (480) hours of severance pay.
- ii. Severance payments will be made at the hourly rate of compensation the employee was receiving at the time they received the written notice of reduction-in-force. Severance pay will be biweekly and will reflect all applicable withholdings including taxes and benefits. Severance pay cannot be paid in a lump sum.
- iii. Sick leave and vacation leave will not be accrued during the severance payment period.

3. Health Benefits and Life Insurance:

Eligible employees may elect to continue to receive health benefits and life insurance for an additional six (6) months after the effective date of layoff. During this period, the affected employee will be responsible for co-payment of premiums at the active rate currently applicable to university employees.

4. Educational Benefits:

Employees or covered family members currently admitted or enrolled as students at Ohio University as of the employee's termination date will continue to receive tuition assistance, for two full calendar years in addition to the calendar year in which the termination occurred, not to exceed the lesser of up to three continuous calendar years at the undergraduate level, or one year at the graduate level. Course work eligible for tuition assistance does not include workshops, non-credit courses, audited courses, OPIE courses, courses or programs delivered in partnership with an outside vendor if not permitted by the vendor agreement, or differential tuition above the full-time Athens Campus comprehensive instructional fee and non-resident fee for undergraduate and graduate coursework or special course fees.

5. Internal Candidate Status:

Affected employees may continue to apply for posted positions as internal university candidates for two (2) years after termination.

6. Severance pay and the continuation of health and life insurance will cease if the former employee begins full time employment with the university or another employer, receives disability benefits, or retires under OPERS, STRS, or the alternative retirement plan. Health benefits shall cease if the terminated employee fails to make the required premium payment within thirty (30) days of when it was due. Coverage will be retroactively cancelled to the beginning of the billing period for which the premium payment was not made.
7. If an employee chooses to accept and receive severance benefits detailed above, Employee's displacement rights shall cease but reinstatement by recall will continue as detailed above.

ARTICLE 22

JOB POSTING AND TRANSFER PROCEDURE

- A. 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. Posting order shall be: 1) Bargaining Unit (Local 3200) and 2) University-Wide and External.
- B. Bargaining Unit (local 3200) Posting

University shall first post any Bargaining Unit vacancy within the collective Bargaining Unit and open to Bargaining Unit members for consideration. The posting shall be delivered to the Union President and shall include the following: classification, location of job, hours of work,

pay range, and a brief description of duties and minimum qualifications. The posting for Bargaining Unit members shall be no less than five (5) working days.

Bargaining Unit employee applicants who are determined by University Human Resources to meet the minimum qualifications for the vacancy will first be released for consideration to the hiring department. After this initial review, if all bargaining unit employee applicants have been reviewed and determined not suitable for the vacancy, the remaining non-bargaining unit applicants will be released for consideration to the hiring department.

C. University-Wide and External Posting

1. If a vacancy remains after consideration of Bargaining Unit employee candidates, the notice of vacancy shall be posted and open for the consideration of all other University employees and External candidates.
2. Vacancies open to all University employees and External candidates shall be posted for no less than seven (7) calendar days. A copy of the posting shall be delivered to the Union President.

D. Vacancies will be filled by qualified and successful candidates at the hiring department's discretion.

1. University may utilize the following in considering all candidates, including Bargaining Unit, university-wide internal employees for posted vacancy positions: Application, Interview, and other typical selection processes.
2. University will make best efforts to fill vacant positions within fourteen (14) days following the date of selection.

E. Vacancy postings at all levels detailed above may be posted concurrently to obtain efficiencies and to accelerate the filling of vacant positions. Though posted concurrently, candidates will be considered using the hierarchy detailed above.

F. All internal postings shall be posted and applied for electronically.

G. Current employees will be considered for internal job vacancies only after they have completed their initial prescribed probationary period. The prescribed probationary period may be lowered by up to one half (1/2), by mutual agreement of the union and university, if there are no other qualified applicants within the Bargaining Unit. Employees who have not completed their initial probationary period that apply and meet minimum qualifications will be considered for vacancies posted to the public.

H. Part-time employees who have been employed in good standing by the University for a minimum of six (6) continuous months may apply for full-time bargaining unit vacancies and be considered for the vacancy along with other bargaining unit applicants, prior to university-wide and external candidates.

ARTICLE 23

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. A regular scheduled work week for regular, full-time employees shall consist of forty (40) hours which shall consist of five (5) days of eight (8) hours per day or four (4) days of ten (10) hours per day. Regular part-time employees are normally scheduled for less than forty (40) hours per week.
2. 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.
3. During a week which includes a holiday, employees will return to a five (5) day, eight (8) hour per day work schedule.

B. Work Schedules

1. University retains the right to assign, modify, or adjust work schedules. Work schedules, shift times, and hours of work may vary due to University operation needs.
2. In the event it becomes necessary, during a non-emergency situation defined solely by the University, to temporarily change a regular work schedule, employees will be given seven (7) calendar days' written notice of the change. In cases of emergency, defined solely by the University, or where a schedule change could not reasonably have been anticipated, such written notice need not be given.
3. In the event it becomes necessary to make a permanent change to an employee's work schedule, at least fourteen (14) calendar days' written notice prior to the effective date will be provided.
4. Notwithstanding the above, Employees may request a flexible work schedule or other creative scheduling patterns for the benefit of convenience to the employee d while ensuring operations needs are met. Flexible work schedules are subject to approval of the supervisor and Vice President of Human Resources, or their designee.

C. Overtime

1. The University has the right to mandate overtime. Departments shall make reasonable attempts at equal distribution of overtime by rotating regularly scheduled overtime opportunities among qualified employees with the Department, subject to operational need.
2. Forty (40) hours is a standard work week. When an employee is required to work beyond forty (40) hours in any standard work week, the additional hours will be paid the rate of

one and one-half (1½) times the regular rate of pay. For purposes of this Article, hours worked are those in which an employee is in active pay status.

- i. Active pay status is defined as all hours worked and all approved paid time off, including but not limited to, approved Vacation, Sick, Personal, and Compensatory Leave.
3. Employees may elect to accrue compensatory time in lieu of overtime pay. Compensatory time is accrued on the basis of one and one-half (1½) times for each hour of overtime worked.
 - i. Employees should carry a compensatory time balance of no greater than two hundred-forty (240) hours at any time, after which payment will be made for overtime hours worked at the regular overtime rate.
 - ii. Compensatory time shall be taken within one hundred eighty (180) days of the accrual. If compensatory time cannot be taken within this time period, such accumulated time shall be paid out to the employee at the employee's regular rate. Payment for accrued compensatory time will be calculated at the regular rate of pay at the time of payout.
 - iii. All requests for compensatory time usage are subject to supervisory approval.
4. All hours worked on a shift beginning on a day observed as a holiday will be paid at one and one-half (1½) times the regular rate of pay.
5. In no case will overtime pay be pyramided.

D. Pay for Work Outside of Scheduled Shift and On-Call

1. An employee required to report to work outside their regularly assigned hours by the supervisor, other than a pre-arranged overtime assignment, shall be entitled to a minimum of four (4) hours of pay.
2. Employees may be assigned to on-call duty. Employees assigned to on-call duty must remain duty ready, within contact range, and be able to report to campus within forty- five (45) minutes during all off-shift hours.
3. Employees assigned to be on-call will receive two hundred (\$200.00) for each week they are on-call.

ARTICLE 24

REST AND LUNCH PERIODS

A. Rest Periods

Employees working a shift of eight (8) hours or more shall receive two (2) paid fifteen (15) minute rest periods. Employees working a shift of less than eight (8) hours, but greater than four (4) hours, shall receive one (1) paid fifteen (15) minute rest period. Rest periods are scheduled at the discretion of the employee's supervisor. If an employee is required to work during their scheduled rest period, the supervisor shall schedule an alternate rest on the same day.

B. Lunch Periods

Employees working a shift of eight (8) hours or more shall receive one (1) unpaid lunch period of at least thirty (30) minutes but no more than sixty (60) minutes. Lunch periods are scheduled at the discretion of the employee's supervisor. Employees may not work through a scheduled lunch period without prior approval of the supervisor.

ARTICLE 25

DECLARED EMERGENCY AND INCLEMENT TRAVEL

A. Declared Emergencies

1. Declaration of Emergency and University Closure

Only the President of Ohio University, or their designee, has the authority to declare an emergency, close school for the main campus, regional or extension campuses, or regional teaching centers of Ohio University, and allow employees to leave before the end of their shift. An emergency is defined as a period when the university must suspend normal operations due to an "act of God" or other unforeseen circumstance.

- i. Emergency closings announced by other agencies, such as Ohio governmental offices, local city and county officials, etc., do not apply to Ohio University employees except in those circumstances whereby the County Sheriff declares a level III weather emergency for the specific county in which the main campus, regional or extension campus, or regional teaching center is located. There may be times when the University will close even if a level III snow emergency is not declared, based on other safety considerations.

2. Essential Employees

Certain employees may be required to report to campus in order to provide essential services for impacted campus(es) in a declared emergency, also known as essential service employees. Essential service employees will be designated and contacted by their department heads or supervisors and will be assigned to work schedules and locations as required by the emergency situation.

During a declared emergency, employees should not report to and be on campus unless they have been designated as essential service employees by their supervisors and asked to report to work.

- i. Employees designated as essential service employees who are required to report to campus and perform work during a declared emergency will be paid at their regular rate and, in addition, will be paid at their overtime rate for any hours actually worked (one (1) hour regular pay plus one hour of overtime pay at one and half (1.5) times regular rate equals two and a half (2.5) times regular rate during a declared emergency).
- ii. The additional pay detailed above only applies to those employees designated as essential service employees that are required to report to their campus work location.
- iii. The additional pay does not apply to those employees who typically work remotely and continue to perform their duties or to those employees requested to perform duties from a remote location.
- iv. Essential service employees who are required to work during a declared emergency, but are unable to report to work, must notify their supervisor and may be paid at their regular rate for any hours they normally would have been scheduled to work.

3. Non-Essential Employees

Employees who have not been designated as essential service employees, but are scheduled to work, will not be required to report to their work locations to perform work during a declared emergency unless they are assigned and work a 100% remote appointment. These individuals should not report to work unless supervisory approval has been given to be on campus.

Once a declared emergency occurs, employees on-site who are not designated as essential service employees should be sent home and will be paid at their regular rate from the time of the declared emergency until the end of their regularly scheduled shift.

Non-essential employees who are not required to report to campus to perform work duties during a declared emergency or who are not assigned to 100% remote appointment will be paid at their regular rate for any hours they normally would have been scheduled to work.

4. Remote Employees

- i. Employees working remotely, other than those assigned to a 100% remote appointment, who are not designated as essential service employees, will be paid at their regular rate from the time of the declared emergency until the end of their regularly scheduled shift.
- ii. Employees assigned to a 100% remote appointment, who are scheduled to work, shall continue to perform their duties and will be paid their regular rate of pay.

5. Miscellaneous

- i. Employees who are scheduled to work but were not on-site (main campus, regional campus, or teaching center) before a declared emergency must use appropriate vacation, personal days, or sick leave per regular university policies up to the time of the declared emergency, unless they were assigned and were able to perform their work remotely.
- ii. Employees who are on approved leave of absence, seasonal or indefinite layoff, or any other inactive pay status are not eligible for compensation during a declared emergency.
- iii. Prior to the time of a declared emergency, employees who had previously requested sick leave, vacation, birthday, compensatory, or personal days during a time in which a declared emergency occurs will be charged with sick leave, vacation, birthday, compensatory, or personal days for the period requested when authorized by their department head.

B. Inclement Travel

1. Employees are expected to report to work during inclement weather if the University is not closed due to a declared emergency.
2. If an employee believes a weather condition prevents an employee from reporting to work, though the University continues to operate, the employee may request to utilize personal, vacation, birthday, or compensatory leave subject to supervisory approval.
3. Employees may request a flexible workplace arrangement when inclement weather prevents an employee from reporting to work. Supervisory approval is required, and approval will be based on operational needs of the affected department but should not be unreasonably denied.

ARTICLE 26

LEAVES OF ABSENCE

A. Paid Leaves of Absence

1. Organ Donation Leave

- i. All regular full-time employees shall be entitled to receive all the benefits extended to all other Ohio University employees in accordance with said University's Organ Donation Leave Policy and Program guidelines.
- ii. Should the University choose to substantially modify, cancel, or eliminate the Organ Donation Leave Program during the term of this Contract, a Labor Management Meeting may be requested by either party to discuss the impact of the modification or cancellation.
- iii. Intermittent, and temporary employees are not eligible for Organ Donation Leave.

2. Emergency Service Leave

- i. Any regular full -time and regular part-time employee who has completed the new hire probationary period and who volunteers as an emergency medical technician ("EMT"), first responder, paramedic, or volunteer firefighter, as defined in ORC § 4765.01 and ORC § 124.1310, may be granted emergency service leave with pay not to exceed forty (40) hours each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service.
 - a. If fewer than the allocated number of hours of emergency service leave is used in a calendar year, the remainder shall not be carried forward or accumulated for subsequent year.
 - b. Leave under this policy may be used to provide emergency medical service or fire-fighting service without regard to location, including service in response to a distant natural disaster or terrorist incident.
- ii. Employees shall notify University Human Resources of their status as a volunteer firefighter or volunteer provider of emergency medical services upon employment, or not later than thirty (30) days after receiving certification as a volunteer firefighter or a volunteer provider of emergency services.
- iii. To be eligible, Employees must meet the certification requirements for holding a position as an EMT-basic, EMT-1, first responder, paramedic, or volunteer firefighter, and must provide University Human Resources sufficient verification

of certified status in accordance with the policies and procedures established by University Human Resources. Verification may include, but is not limited to, written certification of eligible status and corroborating signatures of the chief of volunteer fire department service, or the medical director or chief administrator or the cooperating physician advisory board of the emergency medical organization with which the employee serves.

- iv. Employees shall follow standard and typical work rules when requesting leave. If the call to provide emergency medical or firefighting service occurs when the employee is already at work, they shall immediately notify their supervisor and request leave approval prior to departing. If the call to provide emergency medical or firefighting service occurs when the employee is not at work, they shall notify their supervisor and request leave approval as soon as possible after it becomes evident that late arrival or absence from scheduled work may be required in order to provide the emergency service. Supervisory approval of the leave request is subject to operational demands and shall not be unreasonably denied.
- v. Employees who previously scheduled an absence using other types of leave such as vacation, shall be permitted to use emergency service leave instead of the planned leave with sufficient documentation detailing and justifying the purpose of the leave.
- vi. The university may use all necessary steps to recover emergency service leave benefits paid in error or paid as a result of fraud, including adjustments to an employee's pay. An employee who knowingly engages in fraud may be subject to civil or criminal charges, in addition to discipline under the employee disciplinary process appropriate to the category of employment relationship.
- vii. Intermittent and temporary employees are not eligible for Emergency Services Leave.

3. Jury Duty and Court leave

- i. Employees shall receive full pay when they are subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, including jury duty for the United States, the state of Ohio, or a political subdivision, except when an Employee appears as follows:
 - a. As the defendant in a criminal case;
 - b. As a party to a civil action;
 - c. As a result of secondary employment outside of the service of the state;or,

- d. Without a subpoena having been issued.
- ii. Employees may be excused from scheduled work assignments without loss of pay only for the period of reporting to and serving on a jury or complying with a subpoena, including reasonable travel time.
 - a. An employee required to serve (or appear) for only a part of a day for jury duty is obligated to return to a scheduled work assignment promptly following dismissal by the court.
 - b. Employees called to serve (or appear) whose assignments require them to work beyond 11:00 p.m. may, at management's discretion, be released from work with pay at 11:00 p.m. the evening before they are scheduled to appear in court, or alternatively, the affected employee's shift may be flexed or the employee may be temporarily transferred to a dayshift during the period of jury duty.
 - c. Employees called to serve (or appear) whose work schedule is completed prior to 11:00 p.m. will be released from work the day of their scheduled jury duty until the time they are released from their jury duty services.
- iii. An employee is required to provide reasonable, timely advance notice to their supervisor to request the necessary time off.
- iv. Any monies received for serving (or appearing) will be retained by the employee.

4. Personal Leave with pay (Personal Days)

- i. Any regular full-time and regular part-time employee who has completed the new hire probationary period may convert three (3) sick leave days into personal days if they have sick leave balance of at least one hundred twenty (120) hours of accumulated sick leave for those assigned to eight (8) hour shifts, or one hundred fifty (150) hours of accumulated sick leave for those assigned to ten (10) hour shifts, at the end of the last pay period of the prior fiscal year (this is the last pay period that does not include July first).
 - a. Intermittent and temporary employees are not eligible.
 - b. Eligibility to use personal leave is reviewed on a fiscal year basis utilizing the accrued balances recorded in university sick leave records. Employees who do not have the required sick leave balances as identified above will be ineligible to use personal leave until the beginning of a fiscal year in which their sick leave records confirm an eligible balance at the end of the last pay period of the prior fiscal year.

- ii. Requests to utilize personal leave shall be made in accordance with the department work rules and supervisory expectations related to leave requests. Approval is subject to supervisory approval based on operational needs of the affected department but should not be unreasonably denied.
- iii. Staff may use personal leave only for the days and hours for which they normally would have been scheduled to work, but not to include scheduled overtime.
 - a. Personal leave may not be used to cover unexcused absences, or to make up time.
 - b. Personal leave may not be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time. It may not be used to extend an employee's date of resignation or retirement.
- iv. Following the last pay period of the fiscal year, any unused personal leave will revert to sick leave. The resulting sick leave balance will then be evaluated to determine eligibility for the new fiscal year.
 - a. Upon separation, all unused personal days shall revert back to sick leave.
- v. At the start of the new fiscal year, twenty-four (24) hours (for those individuals assigned to eight-hour shifts), or thirty (30) hours (for those individuals assigned to ten (8) hour shifts), of sick leave will be converted to personal leave for those eligible employees. The conversion of sick leave to personal leave and vice versa is on a one-to-one ratio.

5. Military Leave

- i. Eligible Employees shall receive military leave under the Federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill duty obligations and to obtain reinstatement after completing such service obligations. The University shall administer military leave in accordance with state and federal laws.

6. Funeral Leave

- i. Any regular full-time and regular part-time employee who has completed the new hire probationary period shall be eligible for use of paid funeral leave, not to exceed three (3) work days, for the purposes of mourning, making arrangements or attending the funeral of employee's Spouse, domestic partner, parents, children, siblings, grandchildren, grandparents, brother-in-law, sister -in-law, mother-in-law, father-in-law, a legal guardian or other person who stands in the

place of a parent (loco parentis). In addition, employees may use up to two (2) days of sick leave for funeral leave. Supporting documentation validating the use of leave may be required.

- ii. An employee's verified and approved use of funeral leave shall not be considered for purposes of enforcement of absenteeism standards and absenteeism work rules.

7. Union Business Leave

- i. Union may request a paid leave of absence not to exceed thirty (30) aggregate days during any one calendar year on behalf of Employees who serve in an official capacity for Union. 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. Approval is subject to supervisory approval based on operational needs of the affected department but should not be unreasonably denied. Union shall provide the Vice President of Human Resources, or their designee, a request for Union business time under this Article.
- ii. Group health insurance coverage will be continued by the university during the period of the union business leave.
- iii. The Union will reimburse the University for the costs of such leave. The reimbursement will include the costs of the employees' hourly rate and direct payroll contributions made by the University on behalf of the employee.

8. Parental leave

- i. All regular full-time and regular part-time employees shall be entitled to receive all the benefits extended to all other Ohio University employees in accordance with said University's Parental Leave Program guidelines.
- ii. Should the University choose to substantially modify, cancel, or eliminate the Parental Leave Program during the term of this Contract, a Labor Management Meeting may be requested by either party to discuss the impact of the modification or cancellation.
- iii. At the time of execution of this Contract, Ohio University provided eligible employees a total of twelve (12) weeks of parental leave for a single event birth or adoption (single or multiple children). The University provided pay for six (6) weeks of parental leave at the employee's current salary rate; whereas the other six (6) weeks will be unpaid but can be covered by accrued vacation time and/or sick leave. This program remains the discretion of the university as noted above.

B. Unpaid Leaves of Absence

1. Personal Leave without pay

- i. Any regular full-time and regular part-time employee with the University may apply for a leave of absence without pay for personal reasons not to exceed six (6) months. Approval is subject to supervisory approval and approval of the Vice President of Human Resources based on operational needs of the affected department but should not be unreasonably denied. Personal leave without pay shall not be granted to any employee for the purpose of seeking or accepting other employment or for medical or injury leave purposes.
- ii. Renewal or extension to any personal leave without pay beyond the maximum of six (6) months shall not be granted.
- iii. When an employee on personal leave without pay returns to work in less than twelve (12) weeks, employee shall be returned to the same position if it is available. Otherwise, Employee shall return to a same or similar position. When an employee on personal leave without pay returns to work at a date of greater than twelve (12) weeks but less than six (6) months from the initial date of leave, employee shall be returned to a same or similar position.
- iv. An employee does not receive pay for holidays observed and does not earn sick leave or vacation credits during an approved leave of absence.
- v. Group health insurance coverage will not be continued by the university during the period of the unpaid personal leave of absence. The employee may elect to continue health insurance coverage under Consolidated Omnibus Budget Reconciliation Act (COBRA).

C. Family and Medical Leave

1. Employees will be eligible for leave under the Family and Medical Leave Act (FMLA) once they have completed twelve (12) months of employment with the University and have worked one thousand two hundred and fifty (1,250) hours in the twelve (12) months preceding the date the leave is to begin. The University shall administer family and medical leave in accordance with state and federal laws.
2. FMLA leave shall run concurrently with any paid leave of absence available to a Bargaining Unit member for care and treatment of such serious health condition unless otherwise specified by this Article. All accrued paid leave must be exhausted before taking an unpaid FMLA leave.
3. Group health insurance coverage will be continued by the University during the period of the family and medical leave.

D. Disability Leave

1. In the event that a disabling illness continues beyond the medical leave of absence, the employee may apply for a disability leave. In such event, the certificate of the employee's physician shall satisfy the medical proof requirement of said disability. A certificate from the employee's physician stating the disability no longer exists and that the employee is fit to return to their former classification shall be required before the employee returns to work, concluding the disability leave.
2. Insurance coverage shall be continued for employees who are on either unpaid medical, unpaid FMLA and/or subsequent unpaid disability leave for a period not to exceed six (6) months for the combined leaves of absence.
3. Any employee separated from employment due to approved disability leave may be reinstated to a same or similar position within two (2) years from the date of such separation. Reinstatement following a disability leave shall be approved only after written application by the employee and after obtaining a certificate from the employee's licensed physician stating the disability no longer exists and that the employee is fit to return to their former classification. An application for reinstatement shall not be filed after the date an employee is eligible for service retirement.

ARTICLE 27

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
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
*Columbus Day	Second Monday in October
*Presidents' Day	Third Monday in February
Christmas	December 25

*Designated as "floating" holidays and observed on different dates as approved by the University's Board of Trustees.

1. 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. 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 as a full day off. 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. 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. In both cases, the 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.
- D. Employees on leave of absence without pay or in layoff status on the day observed as a holiday are not entitled to holiday pay. 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.
- E. 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.
- F. 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 this Contract.
- G. 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.
- H. If the University implements a Winter Holiday Break Closure between the Christmas Holiday and New Year's Day, the Bargaining Unit will be given an additional three (3) days off with pay to be designated as "Winter Break Closure Days."

If employees are required to work during their regularly scheduled shift on any or all of the designated Winter Break Closure Day(s), the employee will have the opportunity to take that time off at a later date before the end of the current fiscal year. If an employee is required to work outside of their regularly scheduled shift on any or all of the designated Winter Break Closure Day(s), they will be entitled to overtime compensation for those specific hours worked outside of their regularly scheduled shift.

ARTICLE 28

VACATION LEAVE

- A. Employees may begin utilizing earned and accumulated vacation leave as it is accrued with approval of immediate supervisor.
- B. Employees earn vacation leave at a rate specified by their adjusted state service date on file with University Human Resources. Employees are responsible for providing the required statement of prior state service to University Human Resources, should they have such qualifying time.
- C. Upon hire, each full-time employee may earn up to eighty (80) hours of vacation leave each year. Time is accrued in proportion to the number of hours paid in each bi-weekly pay period at a maximum rate of 3.1 hours per eighty (80) paid hours.
- D. A full-time employee with five (5) or more years of adjusted state service may earn up to one hundred twenty (120) hours of vacation leave each year. Time is accrued in proportion to the number of hours paid in each bi-weekly pay period at a maximum rate of 4.7 hours per eighty (80) paid hours.
- E. A full-time employee with ten (10) or more years of adjusted state service may earn up to one hundred sixty (160) hours of vacation leave each year. Time is accrued in proportion to the number of hours paid in each bi-weekly pay period at a maximum rate of 6.2 hours per eighty (80) paid hours.
- F. A full-time employee with more than twenty (20) years of adjusted state service may earn up to two hundred (200) hours of vacation leave each year. Time is accrued in proportion to the number of hours paid in each bi-weekly pay period at a maximum rate of 7.7 hours per eighty (80) paid hours.
- G. Employees may carry a balance of up to three (3) times their annual accrual. Excess accruals beyond maximum are automatically eliminated.
- H. Employees must be in an active pay status to earn vacation leave. No employee shall be continued on the payroll for the purpose of exhausting their vacation.
- I. All use of vacation leave is subject to approval by the immediate supervisor. Employees shall submit their request directly to their immediate supervisor. Vacation leave requests must be approved or denied in advance of the requested dates of leave and is subject to the operating needs of a given department. If employee specifically notifies immediate supervisor that request for leave is connected to reaching a maximum accrual balance, the request shall not be unreasonably denied.
- J. Upon separation from the University, an employee shall be entitled to compensation at their current rate of pay for their balance of accrued and unused vacation leave at the time of

separation. In the case of death of an employee, such balance of accrued and unused vacation leave shall be paid to the employee's beneficiary or estate.

- K. Vacation leave benefits shall also be applicable to regular part-time Employees. Vacation leave for regular part-time Employees shall be computed on a pro-rated basis based on compensable time reported for each pay period and at a rate specified by their adjusted state service date on file with University Human Resources.
 - 1. Vacation leave for part-time employees cannot exceed nor be in addition to their scheduled work hours.

ARTICLE 29

SICK LEAVE

- A. All employees may 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 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 to utilize sick leave shall be made in accordance with the departmental operation needs but should not be unreasonably denied. A statement from a medical provider may be requested and required specifying the employee's inability to work, probable date of recovery, and/or details specific to time spent away from work for medical visits.
- C. Sick leave may be used for absence due to personal illness, medical office visits, pregnancy-related conditions, injury, exposure to a contagious disease which could be communicated to other employees, and for illness, injury, or death in the employee's immediate family. "Immediate family" - means an employee's spouse or domestic partner, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).
- D. Requests to use sick leave for a death in the employee's immediate family shall be in accordance with the bereavement provisions of this Contract.
- E. There is no limit as to the amount of sick leave that may be accumulated.
- F. Upon retirement with ten (10) or more years of University service, the employee may elect to be compensated at their current rate of pay for fifty percent (50%) of accrued and unused sick leave not to exceed eighty (80) 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 eighty (80) days will be paid to survivors based upon the rate of pay at the time of death.

- G. 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.
- H. Employees may be eligible for Personal Leave with Pay in accordance with the provisions of this Contract.
- I. Employees who transfer from the State of Ohio or other local Ohio public agency will be credited with the unused balance of accumulated sick leave provided the time between separation and reappointment between employers does not exceed ten (10) years. Written proof of sick leave credits must be furnished to Ohio University Human Resources by the prior employer.

ARTICLE 30

SICK LEAVE DONATION

- A. Bargaining Unit employees may donate their accrued sick leave to a Sick Leave Pool ("Pool") or directly to another Bargaining Unit employee, as well as receive the benefit of sick leave donated by other employees, as outlined below. Bargaining Unit employees are not eligible for the vacation leave donation program, or other similar programs, provided for in Ohio University Policies and Procedures. University Human Resources will review and approve all requests to donate and receive time, will verify eligibility of a donor or recipient, and modify Sick Leave accruals appropriately. The sick leave donation pool will be reset to zero at the end of each fiscal year.

1. Donation Guidelines

- i. Donations to the pool will be solicited by University Human Resources at least one time per fiscal year; however, donations can be made at any time.
- ii. Individuals and Departments should refrain from soliciting donations. UHR will solicit donations on behalf of eligible Bargaining Unit employees and will solicit donations for the Pool as needed.
- iii. Donations to eligible Bargaining Unit employees may be made at any time during a fiscal year.
- iv. Eligible employees may choose to donate to either the sick leave pool or directly to an eligible Bargaining Unit employee, or to both.
- v. Eligible donors must retain a balance of eighty (80) sick leave hours after the donation is given.
- vi. Donations are to be made in eight (8) hour increments. Donations of less than eight (8) hours to an eligible recipient will be permitted if a full donation of eight

(8) hours would result in the eligible recipient exceeding the allowable recipient limit.

2. Recipient Guidelines

- i. Recipients must have completed their initial hire probationary period to be eligible to receive donated time.
- ii. Eligible recipients must exhaust all other paid time off, including sick leave, personal leave, comp time, and vacation time, prior to receiving donated time to be eligible to receive donated time.
- iii. Eligible recipients may receive no more than one hundred sixty (160) hours (i.e., twenty (20) cumulative days) in a fiscal year from either direct donations or donations from the Pool, or an equivalent amount pro-rated based upon percent full-time equivalent (FTE) for eligible part-time employees.
- iv. Eligible recipients will retain all donated time, and the donation will be added to recipients' sick leave accrual.
- v. Donated sick time shall be used in the event the eligible recipient is unable to work because of a documented long-term personal illness or injury or to care for a family member that would otherwise qualify under the Family and Medical Leave Act, regardless of employee's eligibility for FMLA.
- vi. Employees requesting donated sick leave time must complete necessary request forms provided by the University, including a medical certification verifying the employee or eligible family member has a qualifying impairment.
- vii. Eligible recipients of sick leave time donations shall be paid their regular rate of pay.
- viii. Employees who are on leave from work and receiving Worker's Compensation or disability are not eligible to receive donated time.

ARTICLE 31

OCCUPATIONAL HEALTH

A. Occupational and Health Program

1. In the interests of employees' health and safety, University Human Resources, by and through the Risk Management and Workers' Compensation Division, has established and maintain an Occupational Health (Workers Compensation) Program for employees. The Occupational Health (Workers Compensation) Program is governed by University policy

and is established in accordance with the Ohio Workers' Compensation laws prescribed in the Ohio Revised and Administrative Codes that provide for a system for compensating employees who suffer injury or occupational disease in the course and scope of their employment.

2. Accordingly, the University may:

- i. Provide, within limitations of the program, medical services for employees who suffer an occupational illness or injury in the course and scope of their employment.
- ii. Require a medical clearance for employees returning to work from an authorized leave of absence.
- iii. Require a 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.
- iv. If an employee is injured in the course and scope of their employment and is unable to perform their duties and must leave the work location, the employee shall receive their regular rate of pay for the remainder of the regularly scheduled work day.

B. Fitness for Duty Examination

1. The University reserves the right to have an employee examined by a physician chosen by the University for the following reasons: (a) Before permitting an employee to return to work after an illness, injury or disability, (b) If the University has reasonable cause to believe the employee presents a direct threat due to a medical condition, (c) If health problems have had a substantial or injurious impact on an employee's job performance, or (d) 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. If employee is unable to return to work or not fit for duty during the examination process, Employee shall utilize their accumulated leave.

C. Restricted Light Duty

1. Employees on occupational injury leave, sick leave, or experiencing partial disability, may request or be directed to work restricted light duty provided they have written permission from a licensed physician enumerating the specific duties the employee is capable of performing and that the duties performed do not conflict with physician's written orders. The assignment and nature of the light duty assignments and duty hours, including flexplace and flextime arrangements, will be subject to University approval based on the

operational needs of the University. The University may have their own physician examine the employee being assigned to a light duty appointment at any time prior to starting their assignment or during such assignments. In these instances, the University physician will make the ultimate decision as to the employee's performance capability. Light duty assignments will not last more than ninety (90) consecutive calendar days in a calendar year, absent mutual agreement of the parties.

ARTICLE 32

RETIREMENT PLANNING

Employees will have the opportunity to participate in University sponsored events, including retirement planning, seminars, workshops, and webinar events or in person visits with a retirement advisor. The request of the employee is subject to the operational needs of the given department and the request shall not be unreasonably denied.

ARTICLE 33

EMPLOYEE RECOGNITION

The Bargaining Unit will be provided with the same access, opportunity, and benefits extended to all other Ohio University employees afforded under University Policy 40.011.

Should the University Choose to substantially modify, cancel, or eliminate University Policy 40.011 (Employee Recognition Awards) during the term of this Contract, a Labor Management Meeting may be requested by either party to discuss the impact of the modification or cancellation.

ARTICLE 34

EDUCATIONAL BENEFITS AND PROFESSIONAL DEVELOPMENT

A. Educational Benefits

1. It is the policy of Ohio University to provide educational opportunities for active or retired full-time and part-time Bargaining Unit Employees, and their eligible dependents including legally married spouse, domestic partner, and their biological, legally adopted, or legal guardianship 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 plan shall not be applicable to non-credit courses and workshops, audited courses, programs delivered in partnership with an outside vendor who has not agreed to waive applicable fees, or special course fees.

2. Employees must first satisfy employment demands and will not simultaneously be full-time students. Consequently, no more than eleven (11) hours of undergraduate courses and no more than eight (8) hours of graduate courses will be permitted per semester.
3. To qualify for this tuition waiver, an employee must be on the payroll by the first day of the semester. This rule of eligibility also applies to employee spouses and employee children.

4. Full-time and Part-time Bargaining Unit Employees

i. Employees

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

ii. Fees

- a. 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. Educational benefits are limited to the full-time Athens Campus comprehensive instructional fee and non-resident fee for undergraduate and graduate coursework.
- b. The tuition waiver for a full-time employee is equal to one hundred percent (100%) of the instructional fee.
- c. The tuition waiver for a part-time employee is equal to fifty percent (50%) of the instructional fee.
- d. Fee structures of the University are subject to change without notice at the University's discretion.

iii. General Information

- a. Requests for participation in the tuition waiver program must be submitted per semester by the employee on a standard form which may be obtained from University Human Resources. The form must be completed by the employee and signed by the departmental authority granting the permission to enroll.

b. Time Spent Away From Work

Employees are encouraged to further their education, and therefore, Supervisors should attempt to assist, whenever possible, employees to take one (1) course during working hours. However, there may be departmental demands as determined by the department head that make this difficult in any one (1) semester, since position responsibilities take precedent over course work. Every effort should then be made to accommodate the course request in the subsequent semester. Any Supervisor or employee who cannot reach accommodation within this two (2) semester period should refer the matter to the planning unit head for consideration. If resolution cannot be reached at this level, the matter should be referred to the next scheduled Labor Management meetings for discussion with the purpose of reaching a final resolution.

If approved class attendance requires 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.

5. Dependents of Bargaining Unit Employees

i. General Information

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 one hundred percent (100%) of the instructional fee (fifty percent (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. Educational benefits are limited to the full-time Athens Campus comprehensive instructional fee and non-resident fee for undergraduate and graduate coursework.

ii. Eligibility

Qualified dependents eligible for the tuition waiver are as follows: spouses, domestic partners, and biological, legally adopted, or legal guardianship children of the employee, employee's spouse, or employee's domestic partner.

iii. Requirements

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

iv. Procedure

Application by dependents for the educational benefit program must be submitted annually using the Educational Benefits Request Form. The applicant and employee must each sign the completed form and return the signed form to University Human Resources.

Dependents should submit an application as early as possible prior to the anticipated semester of enrollment in order to ensure credit is applied correctly.

6. Retired Bargaining Unit Employees

- i. Retired employees (includes employees who are on disability retirement) are eligible for fee waiver benefits equal to one hundred percent (100%) of the instructional fee for full-time and fifty percent (50%) for part-time (fifty percent (50%) of the instructional fee part-time employees), based on their eligibility. For the purposes of this Article, employees must have a minimum of five (5) years of service with Ohio University and meet the eligibility criteria under a University retirement system (OPERS, ARP) to qualify and obtain retiree status.

B. Professional Development

1. Professional development provides opportunities for employees to better serve the educational process, the academic community, and thus the institution as a whole, by increasing staff effectiveness through on-going training and development for a current assignment as well as preparing for future career growth at Ohio University. Supervisors are encouraged to support professional development for their employees whenever possible.
2. Professional development is the organized, formal, and systematic efforts of Ohio University to provide and promote education and training for employees. Professional development includes the following:
 - i. In-service training programs, conference, and seminars to enhance job or career related knowledge and skills.
 - ii. Creating and/or delivering university-sponsored learning experiences for the benefit of other employees when this is not part of an employee's typical job responsibilities.

- iii. Course offered for credit by Ohio University, through reciprocity agreement with Hocking College (If said reciprocity agreement is in effect and maintained at University's discretion).
3. Every effort should be made by the supervisor to allow staff members release time from the job that can be managed within the department's operational needs and overtime guidelines for any combination of professional development opportunities including: participating in job or career-related development programs or activities, providing university-sponsored learning experience to other staff, and/or taking college course in accordance with the Educational Benefits detailed above.
4. Participation in professional development activities should not negatively impact departmental operations, employee performance, or an employee's ability to meet deadlines or commitments.
5. Bargaining Unit employees participating in university-sponsored development activities should do so during normal working hours with supervisor approval and coordination. Courses taken under the educational benefits program shall be in accordance with the terms detailed above. Participation in university-sponsored development activities that take place during normal work hours and are directly related to successful performance of an employee's current job counts as hours worked for overtime purposes. Time spent in professional development opportunities that are not directly job-related may still count as hours worked if it occurs during normal work hours, subject to supervisory approval. It is the supervisor's responsibility to support professional development by reviewing and approving reasonable requests that can be managed within the department's operational needs and overtime guidelines.

ARTICLE 35

PARKING

- A. Ohio University has implemented parking fees for all employees. Bargaining Unit Employees will be responsible for paying the designated rate for employee parking permits as determined by the University.
- B. The parties agree that if the University implements a base parking fee during the term of this Contract that exceeds one hundred seventy-five dollars (\$175.00) per year, the parties agree to re-open the terms of this Article for the sole purpose of re-negotiating the parking fee. Further, should the University implement new base parking fees on the regional campuses or other University locations, the parties agree to re-open the terms of this Article for the sole purpose of negotiating the newly implemented parking fee. Negotiations will be strictly limited to this Article and the fee imposed upon Bargaining Unit Employees for employee parking permits.

- C. Employees may purchase a priority parking permit at their own discretion. Employees buying priority parking permits shall be responsible to pay the designated rate for the priority parking permit as determined by the University.

ARTICLE 36

INSURANCE

- A. The University will provide group health, life, disability, dental and vision insurance benefits, to Bargaining Unit members on the same basis as such benefits are provided to non-Bargaining Unit staff and members of the Fraternal Order of Police Bargaining Units at the University except that Bargaining Unit members will maintain substantially equivalent benefits should the University, in its discretion, change the third-party administrator of the insurance plans. Bargaining Unit members shall pay the employees share of premiums, deductibles and other costs as established by the University.
- B. One (1) representative of the Bargaining Unit shall be appointed to the Benefits Advisory Committee as long as the Benefits Advisory Committee exists.
- C. During the third and final year of the effective term of this Contract, Parties may meet in a pre-scheduled Labor Management Meeting for the sole purpose of discussing issues, exchanging viewpoints and to disseminate general information of interest to the Parties as it specifically relates to the current insurance benefits available to the Bargaining Unit members. The specific purpose Labor Management Meeting shall not be construed or deemed to be collective bargaining as defined in Chapter 4117 of the Ohio Revised Code. Parties, by mutual agreement only, may cancel a monthly Insurance Benefits Labor Management Meeting.

ARTICLE 37

WAGES/ SHIFT DIFFERENTIAL/LONGEVITY

- A. Classification and Pay Plan
 - 1. Bargaining Unit Employees will be paid in accordance with the classification and pay plan set forth in this Contract.
 - 2. Pay schedules, pay ranges, pay levels, and pay rates shall be as set forth in Appendix C of this Contract in accordance with the classification and pay plan set forth in this Contract.
- B. Wage Increases
 - 1. Wage increases during the term of this Contract are as detailed below. Individual pay wages will be modified accordingly.

- i. 2025-2026 (FY 26) – 2%
- ii. 2026-2027 (FY 27) – 2%
- iii. 2027-2028 (FY 28) – 2%

C. Involuntary Reassignment

- 1. The affected employee shall take the greater of five (5) percent reduction to base pay or if the affected employee's current rate of pay is higher than the pay grade maximum, the employee shall be reduced to the maximum of the pay grade.

D. Promotion/Reclassification

- 1. An employee, upon application and selection may be promoted into a new position and a higher pay grade. An employee may apply for a newly created position or one that has been vacated.
- 2. Employees will receive a minimum ten percent (10%) pay increase provided the unit manager's request is made in consultation with UHR Compensation and is supported by the employee's job knowledge, skills, and experience. If the employee's base pay is below the minimum of the pay grade, they shall be moved to the minimum of the new pay grade, whichever is greater.

E. Voluntary Demotions

- 1. A voluntary demotion is when an employee applies for and accepts a job in a lower pay grade.
- 2. The affected employee shall take the greater of five (5) percent reduction to base pay per pay grade or if the affected employee's current rate of pay is higher than the pay grade maximum, the employee shall be reduced to the maximum of the pay grade.

F. Retiree Retirement Benefits

- 1. Retired employees (includes employees who are on disability retirement) and their qualified dependents remain eligible for the University's Educational Benefits for which they were eligible before retirement in accordance with this Contract.
- 2. Retiree identification card.
- 3. Retirees shall retain their Ohio University email address in accordance with Ohio University Office of Information Technology Policies and Procedures.

G. Shift Differential

1. Employees who work fifty percent (50%) or more of their shift after 3:00 p.m. shall receive a shift differential of twenty-five cents (\$.25) per hour.
2. Employees who work fifty percent (50%) or more of their shift after 11:00 p.m. shall receive a shift differential of thirty-five cents (\$.35) per hour.
3. Employees who are regularly scheduled to work weekends shall receive twenty cents (\$.20) per hour weekend differential.
4. Employees who request and voluntarily work a shift qualifying for shift differential as detailed above, different from their regularly assigned schedule, are not eligible for shift differential.

H. Longevity

1. All Bargaining Unit Employees hired on or before June 30, 2021 shall receive a longevity payment in accordance with the following schedule. Employees hired after June 30, 2021 are not eligible for the longevity benefit. The eligibility for longevity and the anniversary date for longevity benefit calculation is based on the employees "latest hire date". Longevity payment is based on five hundred dollars (\$500) for every five (5) years of continuous Ohio University service. In no case will the longevity bonus be included in the base rate of pay.

i. Longevity Schedule

- a. After five (5) years of continuous Ohio University service, a Five Hundred Dollar (\$500.00) payment.
- b. After ten (10) years of continuous Ohio University service, a One Thousand Dollar (\$1,000.00) payment.
- c. After fifteen (15) years of continuous Ohio University service, a One Thousand Five Hundred Dollar (\$1,500.00) payment.
- d. After twenty (20) years of continuous Ohio University service, a Two Thousand Dollar (\$2,000.00) payment.
- e. After twenty-five (25) years of continuous Ohio University service, a Two Thousand Five Hundred Dollar (\$2,500.00) payment.
- f. After thirty (30) years of continuous Ohio University service, a Three Thousand Dollar (\$3,000.00) payment.

- g. After thirty (30) years of continuous Ohio University service, longevity payment shall increase in Five Hundred Dollar (\$500.00) increments for every five (5) years of continuous Ohio University service.

ARTICLE 38

FURLOUGH

- A. A furlough program is an advantageous tool that provides for non-permanent wage reductions due to lack of work, a projected operational budget deficit, and /or other decline in financial resources while employees retain their employment and benefits at Ohio University during the furlough period. A furlough leave program is intended to assist efforts to avoid layoffs of Bargaining Unit members.

- 1. Extended Furlough Leave Plan

- i. Extended Furlough Leave is a continuous period of leave of absence greater than one week, but less than six (6) months, where an employee is temporarily not performing work or receiving pay. An extended furlough leave plan may be imposed with Presidential approval and may be applied to specifically identified employees or employee groups and is intended to address projected operational budget deficits and reductions of financial resources. Successive extended furloughs may be granted based on operational and financial needs, as determined by the President.
 - a. Extended furlough leave plans are established and recommended by the Planning Unit Head and are subject to the review and approval of the President.
 - b. All employee groups within the Bargaining Unit, including but not limited to full-time, part-time, seasonal, temporary, and intermittent, are subject to the extended furlough leave plan.
 - c. If possible and feasible based on operational needs, Management shall seek volunteers by seniority to accept the extended furlough leave plan.
 - d. Based on Management's identified targeted departmental staffing needs and requirements, University shall implement extended furloughs by reverse seniority.
 - e. During a period of extended furlough leave, University may reduce hours of work or FTE of specifically identified positions.

- f. University will notify the Union and employee no later than twenty-one (21) days prior to the implementation of the extended furlough leave plan.
- g. Eligibility for health insurance, dental insurance, vision insurance, flexible spending accounts, or life insurance is retained, provided employees continue to pay premiums in accordance with this Contract.
- h. Employees on extended furlough leave shall continue to pay the employee co-payment of the insurance premium during the period of extended furlough leave. Employees may be eligible to establish a payment plan with the Ohio University Human Resources Benefit's Office and the Office of the University Bursar.
- i. Extended furlough leave is not a layoff or reduction in force as defined in the layoff articles of this Contract as the employee remains employed and there is no separation of employment. Employees may not displace other employees as a result of an extended furlough leave.

2. Cost Savings Furlough Leave Plan

- i. A cost savings furlough leave plan is a cost savings mechanism that will reduce and adjust salaries while in turn providing a certain amount of furlough days for a specific period of time.
- ii. Leave associated with a cost savings furlough leave plan is not a layoff or reduction in force as defined in the layoff articles of this Contract as the employee remains employed and there is no separation of employment. Employees may not displace other employees as a result of an extended furlough leave.
- iii. Eligibility for health insurance, dental insurance, vision insurance, flexible spending accounts, or life insurance is retained, provided employees continue to pay premiums in accordance with this Contract.
 - a. Employees on cost savings furlough leave shall continue to pay the employee co- payment of the insurance premium during the period of cost savings furlough leave. Employees may be eligible to establish a payment plan with the Ohio University Human Resources Benefit's Office and the Office of the University Bursar.
- iv. Cost savings furlough leave plans shall be recommended, established, and implemented only with Presidential approval.
- v. Upon making the determination for the need of a cost savings furlough leave plan, Parties agree to meet within fourteen (14) calendar days of a request by either party for the sole purpose to negotiate the terms and conditions of said cost

savings furlough leave plan. Parties agree to utilize the dispute resolution process outlined in the Ohio Revised Code should they fail to reach agreement regarding the cost savings furlough plan.

ARTICLE 39

ALCOHOL AND OTHER DRUGS

- A. An alcohol and other drugs awareness program is established by and through an Ohio University Alcohol and Other Drugs Policy designed to prevent drug and alcohol problems within the University setting. The Ohio University Policy and accompanying 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. This policy will permit the University to abide by alcohol and other drugs related legislation initiated by federal, state, and local governments. Current legislation includes the Drug Free Workplace (41 USC701) and the Drug-Free Schools and Communities Act (PL 101-226).
- B. All Ohio University employees shall comply with the terms of the Ohio University Alcohol and Other Drugs Policy. An employee found to be in violation of this policy or illegally possessing or using alcohol, or other drugs or being under the influence of such, shall be subject to discipline in accordance with this Contract.

ARTICLE 40


DURATION

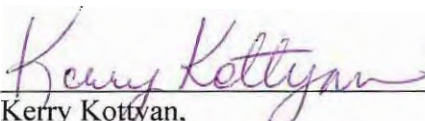
- A. This Contract shall continue in full force and effect for the period beginning 12:00 a.m., July 1, 2025 to 11:59 p.m. June 30, 2028.
- B. In the event either party desires to modify or terminate this Contract, such party shall give written notice of its desire to modify or terminate by April 1, 2028. 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 June 30, 2028, subject to modification or termination by either party by written notice by April 1st of any subsequent year.


EXECUTION

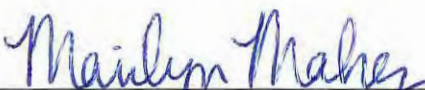
IN WITNESS THEREOF, the parties hereto have duly executed this Contract on the 9th day of October, 2025, with the Contract effective 12:00 a.m., July 1, 2025 to 11:59 p.m. June 30, 2028

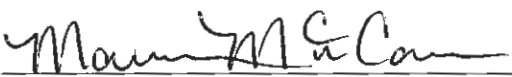
For AFSCME Local 3200:



Cheri Sheets,
AFSCME Local 3200 President


Kerry Kottyan,
AFSCME Local 3200


Andrew Reeves,
AFSCME Local 3200

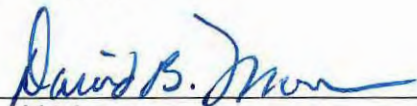

Marilyn Maher,
AFSCME Local 3200



Maureen McCann,
AFSCME Local 3200



Justin Kendrick,
AFSCME, Ohio Council 8

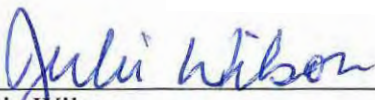

John Johnson,
AFSCME, Ohio Council 8

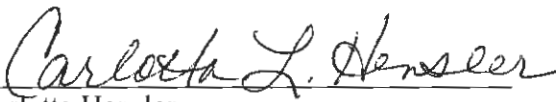
For Employer:


David Moore,
Vice President of Finance and Admin.


Mary Elizabeth Miles
Vice President of Human Resources


Michael J. Courtney
Sr. Associate General Counsel
Director of Employee and Labor Relations


Julie Wilson,
Sr. Labor Relations Specialist


Carlotta Hensler,
UHR Business Manager

APPENDIX A

JOB CLASSIFICATIONS AND SERIES

ADMINISTRATIVE SERVICES

Administrative Services Assistant
Administrative Services Associate
Administrative Specialist
Executive Assistant

AUXILIARIES

Publications & Production

Printing Coordinator

Retail

Retail Associate

ENVIRONMENTAL SAFETY & POLICE SERVICES

Sustainability & Recycling

Recycling Coordinator

Ohio University Police Department

Intelligence Analyst

FACILITIES AND OPERATIONS

Maintenance

Maintenance Coordinator

FINANCE AND BUSINESS

Accounting Support

Accounting Support Assistant
Accounting Support Associate
Accounting Support Specialist
Accounting Support Senior Specialist

Financial Support

Financial Support Associate
Financial Support Specialist

Payroll

Payroll Specialist
Payroll Senior Specialist

Procurement

Procurement Specialist
Procurement Senior Specialist
Procurement Supervisor

HEALTH SERVICES

Clinical Care Support

Mobile Health Unit/Fleet Coordinator

Practitioner Support

Certified Medical Assistant
Licensed Practical Nurse

Occupational Therapy

Occupational Therapy Assistant

Physical Therapy

Physical Therapy Assistant

Generalist

Health Services Associate

Health Services Specialist

HUMAN RESOURCES

Benefits

Employee Benefits Specialist

Employment

Employment Coordinator

HRIS/Records

HR Service Center Specialist

HR Service Center Senior Specialist

INFORMATION TECHNOLOGY

IT End-User Support

IT Support Assistant

IT Support Associate

IT Support Specialist

IT Support Senior Specialist

Network

Network Administrator, Assistant

Network Administrator, Associate
Network Administrator, Specialist
Network Administrator, Senior Specialist

Learning Technology

Learning Technology Specialist

LIBRARY SERVICES/MUSEUM

Library Support

Library Support Assistant
Library Support Associate
Library Support Specialist
Library Support Senior Specialist

MEDIA PRODUCTION

Broadcast Technology

Broadcast Traffic Promotions Assistant
Digital Broadcast Archivist
Broadcast Technology Specialist
Telecommunications Senior Specialist

Broadcast Equipment Training

Broadcast/Technical Equipment Trainer

RECORDS MANAGEMENT

Generalist

Records Management Assistant
Records Management Associate

Records Management Specialist
Records Management Senior Specialist

RESEARCH & LABS

Animal Care

Animal Care Specialist

Lab Management

Lab Management Assistant
Lab Management Associate
Lab Management Specialist
Lab Management Senior Specialist

RISK MANAGEMENT

Environmental Hazards

Environmental Hazards Specialist
Pest Control Technician

STUDENT AFFAIRS

Events & Facilities

Event Services Specialist

APPENDIX B

PAY PLAN

Classified Title	Job Family	Sub Family	Pay Grade
Administrative Services Assistant	Administrative Services	Generalist	AF3200 12
Administrative Services Associate	Administrative Services	Generalist	AF3200 13
Administrative Specialist	Administrative Services	Generalist	AF3200 14
Executive Assistant	Administrative Services	Generalist	AF3200 15
Printing Coordinator	Auxiliaries	Publications & Production	AF3200 15
Maintenance Coordinator	Facilities & Operations	Maintenance	AF3200 16
Accounting Support Associate	Finance & Business	Accounting Support	AF3200 12
Accounting Support Specialist	Finance & Business	Accounting Support	AF3200 13
Accounting Support Senior Specialist	Finance & Business	Accounting Support	AF3200 14
Financial Support Specialist	Finance & Business	Financial Support	AF3200 13
Payroll Specialist	Finance & Business	Payroll	AF3200 14
Payroll Senior Specialist	Finance & Business	Payroll	AF3200 15
Procurement Specialist	Finance & Business	Procurement	AF3200 13
Procurement Senior Specialist	Finance & Business	Procurement	AF3200 14
Procurement Supervisor	Finance & Business	Procurement	AF3200 16
Mobile Health Unit Driver/Fleet Coordinator	Health Services	Clinical Care Support	AF3200 13
Health Services Associate	Health Services	Generalist	AF3200 13
Health Services Specialist	Health Services	Generalist	AF3200 14
Occupational Therapy Assistant	Health Services	Occupational Therapy	AF3200 16
Physical Therapist Assistant	Health Services	Physical Therapy	AF3200 16
Certified Medical Assistant	Health Services	Practitioner Support	AF3200 13
Licensed Practical Nurse	Health Services	Practitioner Support	AF3200 14
Employee Benefits Specialist	Human Resources	Benefits	AF3200 15
Employment Coordinator	Human Resources	Employment	AF3200 15
HR Service Center Specialist	Human Resources	HRIS/Records	AF3200 14
HR Service Center Senior Specialist	Human Resources	HRIS/Records	AF3200 15
Assistant Network Administrator	Information Technology	Network Operations	AF3200 14
Associate Network Administrator	Information Technology	Network Operations	AF3200 15
Network Administrator, Senior Specialist	Information Technology	Network Operations	AF3200 18
Learning Technology Specialist	Information Technology	Learning Technology	AF3200 16
Intelligence Analyst	Information Technology	Network Operations	AF3200 18
IT Support Assistant	Information Technology	IT End-User Support	AF3200 13
IT Support Associate	Information Technology	IT End-User Support	AF3200 14
IT Support Specialist	Information Technology	IT End-User Support	AF3200 15
IT Support Senior Specialist	Information Technology	IT End-User Support	AF3200 16
Library Support Associate	Library Services/Museum	Library Support	AF3200 13
Library Support Specialist	Library Services/Museum	Library Support	AF3200 14
Library Support Senior Specialist	Library Services/Museum	Library Support	AF3200 15
Broadcast Traffic Promotions Assistant	Media Production	Broadcast Technology	AF3200 13
Digital Broadcast Archivist	Media Production	Broadcast Technology	AF3200 14
Telecommunications Senior Specialist	Media Production	Broadcast Technology	AF3200 17
Broadcast Technology Specialist	Media Production	Broadcast Technology	AF3200 15
Records Management Assistant	Records Management	Generalist	AF3200 12
Records Management Associate	Records Management	Generalist	AF3200 13
Records Management Specialist	Records Management	Generalist	AF3200 14
Records Management Senior Specialist	Records Management	Generalist	AF3200 15

Lab Management Associate	Research & Labs	Lab Management	AF3200 13
Lab Management Specialist	Research & Labs	Lab Management	AF3200 14
Lab Management Senior Specialist	Research & Labs	Lab Management	AF3200 15
Environmental Hazards Specialist	Risk Management	Environmental Hazards	AF3200 14
Pest Control Technician	Risk Management	Environmental Hazards	AF3200 14

APPENDIX C

PAY STRUCTURE

Pay Grade	Minimum	25th percentile	50 th percentile	75th percentile	100 th percentile
12	\$12.99	\$14.62	\$16.25	\$17.87	\$19.49
13	\$14.65	\$16.66	\$18.68	\$20.69	\$22.71
14	\$16.84	\$19.16	\$21.48	\$23.80	\$26.11
15	\$19.38	\$22.04	\$24.70	\$27.37	\$30.03
16	\$21.44	\$24.92	\$28.41	\$32.04	\$35.68
17	\$24.65	\$28.66	\$32.67	\$36.85	\$41.03
18	\$28.35	\$32.96	\$37.57	\$42.37	\$47.18

APPENDIX D

OHIO UNIVERSITY PLANNING UNITS

Vice President for University Advancement
Intercollegiate Athletics
College of Arts and Sciences
College of Business
Scripps College of Communication
Gladys W and David H Patton_College of Education
Russ College of Engineering and Technology
Chaddock and Morrow_College of Fine Arts
College of Health Sciences and Professions
Heritage College of Osteopathic Medicine
Information and Technology
Vice President for Finance and Administration
Graduate College
Honors College
Library
Office of the President
Provost
Vice President University Outreach and Regional Campuses
Vice President for Research
Vice President for Student Affairs
University College
University Communication and Marketing
Voinovich School of Leadership and Public Service
Vice President for Enrollment Management

