These are the minutes of the meeting of the Ohio University Board of Trustees held at the Ohio University Inn in Athens, Ohio on Monday, December 7, 1970.

Chairman Baxter called the meeting to order at 2:00 p.m. with the following members of the Board of Trustees present: C. Paul Stocker, Wayne E. Brown, Don M. Casto, Jr., Fred H. Johnson, Edwin L. Kennedy, and Mrs. J. Wallace Phillips.

In addition, President Claude R. Sowle, Vice President for Development Martin L. Hecht, Vice President for Educational Services Richard Dorf, and Secretary to the Board of Trustees Paul R. O'Brien were present.

It was moved by Mr. Johnson, seconded by Mrs. Phillips and unanimously carried that the minutes of the October 30 meeting of the Board of Trustees be approved as distributed by the Secretary.

The Chairman called on President Sowle for his report. President Sowle reported that he had nothing to add to what he had previously reported to the Trustees by mail.

President Sowle then called on Vice President Hecht for a report on the Ohio University Alumni Association and the Ohio University Fund.

Vice President Hecht reported that Richard Linke was elected President of the Alumni Association Board of Directors replacing Eugene Rinta, who had served as president for the past two years; and Wallace J. Hodes was elected Vice President of the Alumni Association Board of Directors and was appointed Chairman of the Alumni Fund Drive.

Mr. Hecht reported that the general objective of the Alumni Association has been changed in the last two years to one of fund-raising in cooperation with the Ohio University Fund. He reported that the alumni gifts for the past year totalled $239,000 and the goal for 1971 was $500,000 and he has every reason to believe this goal will be attained.

Mr. Hecht reported that campus unrest had not appreciably affected alumni gifts thus far this fiscal year. He did report that the number of alumni making gifts had decreased slightly; however, the size of the gifts received had increased so that there was an over-all increase in the total amount of gifts received.

Mr. Hecht then reported that the following officers for the Ohio University Fund had been elected for the coming year: Cruse W. Moss, President; Martin L. Hecht, Executive Vice President; John F. Millar, Treasurer; and Joseph S. Gill, Secretary. The Board of Trustees of the Ohio University Fund voted to expand the membership of the Board of Trustees from fourteen to twenty. This increase in the size of the Board will permit the appointment of people who are not alumni of Ohio University to the Ohio University Fund Board of Trustees.

Mr. Hecht reported that the Ohio University Fund contributed $39,000 to the President's Discretionary Fund this year and there was a possibility that this contribution could be increased in the future. Mr. Hecht also reported that the Athens Business Drive had exceeded the goal this year of $70,000; this was $5,000 more than was contributherford a year ago. He commended Sam Alvarez, who had directed the Fund Drive this year, for the fine response from the Athens businessmen. There were no questions asked Mr. Hecht and the Chairman then commended the Athens businessmen for the fine support given Ohio University by this group in the face of the campus unrest during the past year.

President Sowle then called on Vice President Dorf for a report on the dormitory operations. Vice President Dorf called the Board's attention to the agenda material, starting on page 28, for a detailed explanation of the premises on which the revised 1970-71 budget was based. Anticipated problems of the future also were identified.

Dr. Dorf specifically called the Board's attention to the fact that we were eliminating all non-standard rooms commencing in September, 1971. This, plus anticipated increased operating costs will require an increase in dormitory charges of $90 per year effective September 1, 1971. He also pointed out that the revised 1970-71 budget included approximately $181,000 in additional costs due to the new labor agreement recently signed. He indicated that the 1971-72 costs would be increased approximately $360,000 because of this new labor agreement.

Dr. Dorf then presented the detailed 1970-71 budget previously approved and a proposed revision of this budget. The revised budget shows a reduction of income of $763,000 due to a reduction in the number of students housed in our dormitory system. This revised budget also showed a net reduction in operating costs of $249,100, and a reduction in the cost of debt service of $246,800, due to a more favorable interest rate on our interim financing. The revised budget shows a net increase in the anticipated deficit of $268,200, or the former deficit of $65,500 was revised to $331,700.
Mr. Kennedy then called the board's attention to the last three columns on page 31 of the agenda material, which were headed "Financial Forecast." He pointed out that this was a misnomer and the columns were inserted primarily to identify future problems in the dormitory system. Mr. Kennedy reported that Ohio University was not now in financial difficulty nor will it be in financial difficulty in the future. He admitted we have financial problems, but the Trustees will take whatever action is necessary to avoid any future financial difficulties. This action may include eliminating programs or cutting programs drastically.

Mr. Brown, a member of the Budget, Finance, Physical Plant Committee, concurred in the statements made by Mr. Kennedy and repeated that the Trustees would not permit Ohio University to get into financial trouble in the future.

President Sowle reminded the Board of Trustees that the proposed fee increase in dormitory charges was anticipated and the Board had been informed of the anticipated need for this increase approximately twelve months ago.

After a discussion of this report, it was moved by Mr. Brown, seconded by Mr. Kennedy and unanimously carried that the following revised Residence and Dining Hall Budget for 1970-71 be approved:

### RESIDENCE AND DINING HALL
### CURRENT AUXILIARY FUND

November 24, 1970

<table>
<thead>
<tr>
<th></th>
<th>1970-71</th>
<th>1970-71</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Revised</td>
<td>Revised</td>
</tr>
<tr>
<td>Budget</td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>Number of Students:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Standard</td>
<td>5,114</td>
<td>4,524</td>
</tr>
<tr>
<td>Standard</td>
<td>3,532</td>
<td>3,532</td>
</tr>
<tr>
<td>New South Green</td>
<td>1,140</td>
<td>1,044</td>
</tr>
<tr>
<td>Total Students</td>
<td>9,786</td>
<td>9,100</td>
</tr>
<tr>
<td>Income:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residence Halls</td>
<td>$6,551,000</td>
<td>$6,203,100</td>
</tr>
<tr>
<td>Dining Halls</td>
<td>5,708,400</td>
<td>5,292,200</td>
</tr>
<tr>
<td>Total Income</td>
<td>12,259,400</td>
<td>11,495,300</td>
</tr>
<tr>
<td>Operating Expenditures:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residence Life</td>
<td>696,000</td>
<td>625,800</td>
</tr>
<tr>
<td>Less General Fund Portion</td>
<td>(150,000)</td>
<td>(150,000)</td>
</tr>
<tr>
<td>Sub Total</td>
<td>546,000</td>
<td>475,800</td>
</tr>
<tr>
<td>Director of Residence Services and Aux.</td>
<td>51,600</td>
<td>51,600</td>
</tr>
<tr>
<td>Housing</td>
<td>81,500</td>
<td>81,500</td>
</tr>
<tr>
<td>Interiors and Design</td>
<td>53,600</td>
<td>64,900</td>
</tr>
<tr>
<td>Laundry</td>
<td>140,800</td>
<td>161,400</td>
</tr>
<tr>
<td>Housekeeping</td>
<td>1,734,300</td>
<td>1,657,100</td>
</tr>
<tr>
<td>Food Services</td>
<td>4,828,100</td>
<td>4,694,500</td>
</tr>
<tr>
<td>Direct Maintenance of Plant</td>
<td>1,174,600</td>
<td>1,174,600</td>
</tr>
<tr>
<td>Allocated Cost from the General Fund</td>
<td>401,300</td>
<td>401,300</td>
</tr>
<tr>
<td>Operating Expenditures' Total</td>
<td>9,011,800</td>
<td>8,762,700</td>
</tr>
<tr>
<td>Net income from Operations</td>
<td>3,247,600</td>
<td>2,732,600</td>
</tr>
<tr>
<td>Applications:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Cost (Debt Service, etc.)</td>
<td>3,199,600</td>
<td>2,952,800</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>111,500</td>
<td>111,500</td>
</tr>
<tr>
<td>Net Income (Deficit)</td>
<td>(63,500)</td>
<td>(331,700)</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>638,100</td>
<td>638,100</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$574,600</td>
<td>$306,400</td>
</tr>
</tbody>
</table>
RESOLVED, that effective with the fall quarter 1971-72, charges for room and board shall reflect the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>Standard Occupancy</th>
<th>Rooms on South Green</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,284 Total Year</td>
<td>$1,344 Total Year</td>
</tr>
<tr>
<td></td>
<td>428 Per Quarter</td>
<td>448 Per Quarter</td>
</tr>
</tbody>
</table>

Mr. Brown then moved, seconded by Mr. Kennedy and unanimously carried that the following resolution be adopted:

RESOLVED, that effective July 1, 1971, rental rates for apartments shall reflect the following schedule per month:

<table>
<thead>
<tr>
<th>Apartment Type</th>
<th>Wolfe-Ullom Apartments</th>
<th>Mill Street Apartments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnished Efficiency</td>
<td>$97</td>
<td>$145</td>
</tr>
<tr>
<td>Furnished One Bedroom</td>
<td>113</td>
<td>130</td>
</tr>
<tr>
<td>Furnished One Bedroom with Nursery</td>
<td>124</td>
<td></td>
</tr>
<tr>
<td>Furnished Two Bedrooms</td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>Mill Street Apartments</td>
<td>$145</td>
<td>$167</td>
</tr>
<tr>
<td>Furnished One Bedroom</td>
<td>130</td>
<td></td>
</tr>
<tr>
<td>Unfurnished One Bedroom</td>
<td>167</td>
<td></td>
</tr>
<tr>
<td>Furnished Two Bedrooms</td>
<td>151</td>
<td></td>
</tr>
<tr>
<td>Unfurnished Two Bedrooms</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Chairman Baxter then called the Board’s attention to a copy of the agreement between Ohio University and the Local 1699 of the Ohio University employees, AFSCME, AFL/CIO, that was included in the agenda material previously mailed and which the members of the Board had had an opportunity to study. He suggested the Board of Trustees ratify this agreement.

After a discussion of this proposal, it was moved by Mr. Brown and seconded by Mrs. Phillips that the attached agreement between Ohio University and Local 1699 of the Ohio University employees, AFSCME, AFL/CIO, be ratified as previously approved by the Ohio University administrative authorities. This motion was unanimously approved.

The Chairman then suggested that the next regular meeting of the Board of Trustees be held in Athens, Ohio on February 22, 1971. However, if it is necessary to call a special meeting prior to this date, an attempt should be made to hold it at one of the branch campuses.

The Chairman then called the roll of members for comments. There were no comments.

There being no further business, the meeting was adjourned.

Duncan M. Baxter, Chairman

Paul R. O'Brien, Secretary
AGREEMENT

Between

OHIO UNIVERSITY

and

LOCAL 1699

OHIO UNIVERSITY EMPLOYEES

AFSCME, AFL/CIO

EFFECTIVE

November 16, 1970 to November 16, 1972
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Preface</td>
<td>1</td>
</tr>
<tr>
<td>2. Ohio State Code</td>
<td>1</td>
</tr>
<tr>
<td>3. Union Recognition</td>
<td>1</td>
</tr>
<tr>
<td>4. Management Rights</td>
<td>1</td>
</tr>
<tr>
<td>5. No Lockout - No Strike Pledge</td>
<td>2</td>
</tr>
<tr>
<td>6. Contracting for Services</td>
<td>2</td>
</tr>
<tr>
<td>7. Union Membership</td>
<td>2</td>
</tr>
<tr>
<td>8. Agreement Unit</td>
<td>3</td>
</tr>
<tr>
<td>9. Protection of Agreement Unit</td>
<td>3</td>
</tr>
<tr>
<td>10. Hours of Work and Overtime</td>
<td>4</td>
</tr>
<tr>
<td>11. Equalization of Overtime</td>
<td>4</td>
</tr>
<tr>
<td>12. Call-In Pay - Reporting Pay</td>
<td>5</td>
</tr>
<tr>
<td>13. Seniority, Layoff, and Recall</td>
<td>5</td>
</tr>
<tr>
<td>14. Work by Supervisors</td>
<td>8</td>
</tr>
<tr>
<td>15. Job Posting and Transfer Procedure</td>
<td>8</td>
</tr>
<tr>
<td>16. Progression Schedule - Physical Plant and Food Service</td>
<td>11</td>
</tr>
<tr>
<td>17. Grievance Procedure</td>
<td>12</td>
</tr>
<tr>
<td>18. Management Orders</td>
<td>16</td>
</tr>
<tr>
<td>19. Examinations</td>
<td>16</td>
</tr>
<tr>
<td>20. Insurance</td>
<td>17</td>
</tr>
<tr>
<td>21. Uniforms</td>
<td>17</td>
</tr>
<tr>
<td>22. Leaves of Absence</td>
<td>18</td>
</tr>
<tr>
<td>23. Meal Costs</td>
<td>20</td>
</tr>
<tr>
<td>24. Clean-Up Time</td>
<td>20</td>
</tr>
<tr>
<td>25. Jury Duty</td>
<td>20</td>
</tr>
<tr>
<td>26. Safety Committee</td>
<td>20</td>
</tr>
<tr>
<td>27. Parking</td>
<td>21</td>
</tr>
<tr>
<td>28. Vacation Pay in Advance</td>
<td>21</td>
</tr>
<tr>
<td>29. Job Descriptions and Classifications</td>
<td>21</td>
</tr>
<tr>
<td>30. Advancement on Promotion Date</td>
<td>21</td>
</tr>
<tr>
<td>31. Termination</td>
<td>22</td>
</tr>
</tbody>
</table>
INTRODUCTION

Ohio University and Local 1699, AFSCME, having engaged in discussions and presentation of positions for the purpose of establishing harmonious employment relationships, have as a result agreed in certain principles (hereinafter "Agreement") and state as follows:

ARTICLE 1 -- PREFACE

The University and Local 1699 of the American Federation of State, County and Municipal Employees Union (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to civil rights and fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in this negotiated Agreement their commitment not to discriminate because of race, creed, sex, age, color, nationality or political belief, or for participation in or affiliation with any labor organization.

ARTICLE 2 -- OHIO STATE CODE

It is understood that matters specifically covered by the Ohio State Code shall be observed.

ARTICLE 3 -- UNION RECOGNITION

The University will recognize the Union pursuant to Section 9.41 of the Revised Code of Ohio, and will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Agreement and the Grievance Procedure which is a part thereof.

In the event of future enabling legislation in the area of Union recognition or Union security, the University will meet promptly with Union representatives to consider provisions in that area, within the bounds of such legislation. The other terms of this Agreement will continue unchanged.

ARTICLE 4 -- MANAGEMENT RIGHTS

Ohio University retains the sole and exclusive right to manage its operations, buildings and plants and to direct the working force. The
University in the exercise of its rights shall observe the provisions of this Agreement.

The right to manage the operations, buildings and plants and to direct the working force includes the right to hire, suspend or discharge for proper cause, transfer, and the right to lay off employees from duty because of lack of work or for other legitimate reasons, consistent with this Agreement.

The right to manage shall also include the authority to establish policy and procedures governing and affecting the operations of the University, but shall in no event be in contradiction to the provisions of this Agreement.

ARTICLE 5 -- NO LOCKOUT - NO STRIKE PLEDGE

It is mutually pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike.

ARTICLE 6 -- CONTRACTING FOR SERVICES

The parties recognize that the University may contract out or subcontract work in any department covered by this Agreement, in cases of emergency, or temporary employment, or in cases where specialized, professional or technical services are required and where present employees do not possess the skill in sufficient number to perform the required work.

In the event of such contracting out or subcontracting, no employee shall be laid off or take a reduction in pay as a direct result thereof.

If any department covered by this Agreement is permanently shut down, a special conference with the Union will be scheduled. The conference will make every good faith effort to place the employees elsewhere with the University or with another employer.

ARTICLE 7 -- UNION MEMBERSHIP

Each eligible employee shall have the right of self-determination regarding membership or non-membership in the Union.
An eligible employee who elects to join the Union may have union dues checked off his pay provided authorization is furnished by properly completing and signing the dues check-off card in the form set forth below, and transmitting it to the Personnel Office.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>S. S. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last</td>
<td>First</td>
</tr>
</tbody>
</table>

The undersigned pursuant to Section 9.41 of the Revised Code of Ohio, hereby authorizes the President and Trustees of Ohio University to check off dues from my wages monthly in the amount authorized by the Union in accordance with its Constitution and By Laws and pay the same, to Ohio Public Employees Council No. 21 AFSCME. The Undersigned reserves the right to revoke this authorization between the first and tenth days of February of each year hereafter upon written notice to Ohio University on any of said respective dates.

Employee Signature ___________________________ Date __________

ARTICLE 8 -- AGREEMENT UNIT

The Union is the sole representative for the Agreement Unit.

The unit for purposes of this Agreement is: All operating personnel of Ohio University including food service, food stores, physical plant, residence halls, central receiving, laundry, environmental services, upholstery, airport, health center employees, but excluding all students, casual or temporary employees, administrative employees, office clerical employees, guards, professional and supervisors as defined in the National Labor Relations Act, and all other employees.

Notwithstanding the foregoing, the University acknowledges the Union as representing office clerical employees on a members only basis as shown by the University's check-off records except for the application of Article 10.

ARTICLE 9 -- PROTECTION OF AGREEMENT UNIT

The University agrees that openings which do not qualify as supervisory positions (as defined in the National Labor Relations Act) will not be
filled by contract employees, but rather by classified employees covered by this Agreement.

ARTICLE 10 -- HOURS OF WORK AND OVERTIME

A. The regularly scheduled work week for permanent, full-time, regular employees shall consist of forty (40) hours which shall consist of five (5) consecutive days of eight (8) hours per day. Where practicable, senior qualified employees will be given preference for the Monday through Friday shift.

To the above work week may be added an additional 2½ hours of work (5 consecutive days of 8½ hours). Employees electing such a schedule must do so by registering such option with their departmental supervisors before each calendar quarter. Nothing in this subsection shall be construed to prevent the University from scheduling necessary overtime.

B. For purposes of computation of pay, the pay week is defined as Sunday 12:01 a.m. through Saturday midnight.

C. In no case will payment be made for time not worked.

D. All hours worked in excess of forty (40) in any one pay week shall be paid at the rate of time and one-half the employee's regular rate of pay.

E. The overtime rate (one and one-half the regular rate of pay) for employees in the Agreement Unit shall be paid to employees while on stand-by basis in accordance with the Federal Fair Labor Standards Act.

F. In no case will overtime pay be pyramided.

ARTICLE 11 -- EQUALIZATION OF OVERTIME

The University will rotate overtime opportunities among qualified employees in a department who normally perform the work that is being assigned for overtime. The University agrees to post and maintain overtime rosters, which shall be made available to the District Steward upon request. Said rosters shall be posted in the departments and kitchens and will include a list of overtime hours worked and refused with overtime awarded to the employee within the department who on the roster has the fewest aggregate hours worked and refused.
An employee who is offered but refuses overtime assignments shall be credited with the amount of overtime (not less than 2 hours) for purposes of this Section.

If it is determined that an employee has not been given his overtime opportunity it will be the sole obligation of the University to give preference to such employee in future overtime assignments to correct the imbalance of opportunity.

- ARTICLE 12 -- CALL-IN PAY - REPORTING PAY

Employees who are called in to work off-schedule shall be guaranteed a minimum of 3 hours work at the applicable rate of pay.

Employees who report for work at their place of work as scheduled and for whom no work in their regular classification is available shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay. Management will attempt to notify employees of breakdowns or other emergencies which may close down some operations.

- ARTICLE 13 -- SENIORITY, LAYOFF AND RECALL

1. Seniority is defined as an employee's length of continuous service with the University from his most recent date of hire or assignment to regular full-time status.

2. All employees shall be considered probationary employees for the first 120 days of employment. During the probationary period, employees may be terminated at the option of the University, without recourse to the grievance procedure. However, if an employee is retained beyond his probationary period, his seniority date shall date back to the original date of hire. Promptly after the effective date of the Agreement, the University's Director of Personnel will invoke the proper procedure under the Civil Service Code to secure a probationary period of 90 days.

3. An employee's seniority shall terminate:
   A. If the employee quits.
   B. If the employee retires.
   C. If an employee is discharged and not reinstated.
   D. If the employee is laid off for a period of more than 12 consecutive months.
E. If an employee who has completed his probationary period fails to report to work as scheduled after leave of absence or layoff he may be terminated effective on the 4th day following delivery to his last known address of a certified letter from the University advising him he is to be terminated if he does not contact the University.

4. If the University must schedule a reduction in the work force for a period exceeding five calendar days, such reduction in any department shall be scheduled as follows: (1) temporary, part-time and probationary employees shall be laid off first; in that order; (2) employees by classification seniority within the departments listed in 6 below, with the least senior employee being displaced, provided the employees retained are capable of performing the work assigned. An employee displaced from his classification may displace an employee with least seniority in a lower classification if he is capable of performing the work assigned and provided he has more departmental seniority than the employee he displaces. A regular employee laid off under the provisions of this clause may displace the junior probationary employee in another department, provided he is capable of performing the available work.

In proper cases, exceptions to this article may be made. Any challenge to the exceptions may be filed as a grievance at step two of the grievance procedure.

Notwithstanding their position on the seniority list, one steward from each district, the Union President, the Union Vice President, the Chief Steward and Executive Board, shall for purposes of layoff only, and during their period of office, be continued at work in their department, when one or more employees in their department remains at work, provided they are capable of performing the available work.

5. Employees will be recalled to work in the reverse order of the layoff procedure established in 4, above.

6. Departments for the purpose of this article, shall be defined as:

   A. Food Service (all dining halls and Baker Center food service compose a department).

   B. Residence Halls Housekeeping

   C. Physical Plant

       1. Each shop of Building Maintenance composes a department.

       2. Building Services

       3. Grounds
4. Each shop of the Heating Plant composes a department.
   a. Power Plant (1)
   b. Utilities Maintenance (1)
   c. Refrigeration Shop
D. Food Stores
E. Central Receiving
F. Laundry
G. Upholstery
H. Environmental Services
   1. Mail Room
   2. Garage (Motor Vehicle)
   3. Key Shop
I. Airport
J. Health Center

(1) Departmental seniority starts with date of entry in Heating Plant.

Additional departments may be added to this list by mutual agreement of the University and the Union.

7. As soon as practicable after the execution of this agreement, but not later than January 1, 1971, the University will prepare seniority lists showing the seniority of each employee covered by this agreement in the departments listed in 6, above. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period. The University will revise said list by May 1, 1971, and thereafter at six months intervals. If two or more employees have the same seniority date, their names shall appear alphabetically. If two or more employees have the same last name, they shall be ranked by the first letter or letters of their first name. A copy of seniority lists, when prepared, shall be forwarded to Union.

8. Except in cases of emergency, employees to be laid off for a period in excess of five days will receive at least seven calendar days notice of layoff.
9. The University will continue its efforts to minimize seasonal lay-offs. Therefore, when there are employees laid-off from the departments covered by this Agreement, the University will, before hiring new employees, whether regular, part-time or temporary, offer such work to laid-off regular employees, regardless of department who request such work, who are available for such work, and who are capable of performing such work.

10. When vacancies are not filled by the procedures established in Article 15, and are to be filled by a transfer, the University will, whenever practicable, transfer the least senior qualified employee in the classification affected.

ARTICLE 14 -- WORK BY SUPERVISORS

Supervisors (as defined in the National Labor Relations Act) shall not, by performing their duties in any one of the departments covered by this Agreement, displace or cause to be laid off, a regular employee from a regularly scheduled assignment.

ARTICLE 15 -- JOB POSTING AND TRANSFER PROCEDURE

I. Job Vacancy

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

Should such job vacancy occur it will be filled in the following manner:

A. Lateral Transfer

The most senior of those employees who have, pursuant to the mechanics of the Lateral Transfer Procedure set forth herein, indicated a preference of shift or location within the department and who hold the classification which is vacant, shall be permitted to fill the vacancy.

B. After the lateral transfer procedures above have been completed, the job vacancy remaining and for which no lateral transfer has been effected shall be filled in the following manner:
1. The University shall post in the department wherein the vacancy occurs and deliver to the Union's Chief Steward a notice of vacancy which shall include classification, location of job, hours of work, pay range, brief description of duties and minimum qualifications.

2. The University will then fill the vacancy within the department by promoting the most senior employee by classification seniority within the department in the next lower classification or career ladder level, who indicates a willingness to accept the promotion subsequent to its being offered and who possesses the general qualifications and training necessary for the job under consideration. All employees agree to cooperate with this procedure to insure its smooth operation. The University will provide the Union at the time of selection with notice of the employee selected.

C. If the job vacancy remains unfilled after the completion of the procedures outlined above, it will be filled as follows:

The most senior (by classification seniority) of those employees outside the department where the vacancy exists and who have, pursuant to the mechanics of the Lateral Transfer Procedure, indicated a preference for that department, and who hold the classification which is vacant, shall be permitted to fill the vacancy.

D. If the job vacancy remains unfilled after completion of the procedures outlined in I (A), I (B) and I (C), notice of the vacancy will be posted on designated University bulletin boards indicating that a vacancy exists. Details of the vacancy will be provided in the notice of the vacancy.

1. Vacancies will be posted for a period of three work days (not including the day of posting). Any eligible employee who is interested in the position should apply in the Personnel Office. If an employee is unable to apply at the Personnel Office at a time other than during his regular work hours, the employee should consult with his supervisor to schedule a mutually agreeable time to make application.

2. The University will furnish the Union on the date of the posting a copy of the posting.
3. The position will be filled by the University on the basis of selecting the employee applicant with the greatest University-wide seniority who has the general qualifications and training necessary for the job under consideration.

4. The University, following selection, will furnish the Union with posting information indicating the employees who bid, the employee selected and the seniority of the employees who bid.

E. A vacancy may be filled on a temporary basis during the operation of the I (D) posting procedure by a temporary transfer.

F. An employee will be considered for an announced job vacancy only after he has completed at least 120 days with the University. The 120 day requirement may be lowered to 60 days by mutual agreement, if there are no other qualified applicants within the University.

G. It is understood that entry-level positions will first be subject to the Lateral Transfer Procedures; but need not be posted.

H. Lateral transfers will be handled as follows:

An employee may make a maximum of three lateral moves each year to an available position vacancy within a department or between departments. Each employee wishing a lateral move shall file, on forms mutually agreed to by the University and the Union, his request indicating desired department, shift and location. Such forms may be submitted to the University through the Union representative. Within the department, the employee may request preferred shift or location. Outside the department, the employee's preference will be for a department only. The requests must be no more than a total of three and must be confirmed on January 31 of each year. The lateral transfer will be made on the basis of departmental classification seniority or University-wide classification seniority whichever is applicable, and provided the transferee has the general qualifications and training necessary to do the job under consideration.

I. Upon completion of the selection process, the University will furnish the Union with the following information: Employees who applied for the position; the employee(s) selected; the seniority status of employees who applied.
ARTICLE 16 -- PROGRESSION SCHEDULE - PHYSICAL PLANT AND FOOD SERVICE

Normal progression toward the attainment of a top craft classification will be:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum Time in Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Laborer</td>
<td>Six (6) months</td>
</tr>
<tr>
<td>Phase 2: Maintenance Repr. I</td>
<td>Eighteen (18) months</td>
</tr>
<tr>
<td>Phase 3: Maintenance Repr. II</td>
<td>Twenty-four (24) months**</td>
</tr>
</tbody>
</table>

*Subject to Ohio Civil Service job specifications.

**A longer period of time may be required at the Maintenance Repairman II level to meet requirements for some craft classes as determined by state specifications.

Normal progression in Food Service will be:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum Time in Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1: Food Service Wkr. I</td>
<td>Nine (9) months</td>
</tr>
<tr>
<td>Phase 2: Food Service Wkr. II or Cook I</td>
<td>Eighteen (18) months</td>
</tr>
<tr>
<td>Phase 3: Cook II or Food Service Supr. I</td>
<td>Twenty-four (24) months</td>
</tr>
</tbody>
</table>

Advancements are subject to satisfactory progress by the employee at each level as determined by the supervisor and to the need of the University for an employee to perform the work when he becomes qualified for the next higher position. The supervisor's determination as to satisfactory progress may be reviewed in the Grievance Procedure, and if arbitrated, the arbitrator may reverse the decision if he finds an arbitrary abuse of discretion. Credit for previous experience in any classification or in work outside the University will be given when an employee can satisfactorily verify such experience as being directly related to the kind of work specified for the classification.

Credit will be given to current employees at the rate of one month for every four (4) spent in applicable work in a different classification. In special cases, for long-service employees, sufficient credit may be given to get the employee to phase 2 immediately, provided the previous experience is deemed satisfactory to meet the requirements set forth in the State Civil Service.
specification. Credit will be given for previous experience outside the University (including U.S. military service) at the rate of one month for every six (6) spent at directly related work and satisfactory verification of such experience must be presented at the time of application for placement in any position in order that such credit may be applied. In no case, however, will an employee spend less than fifty percent (50%) of the required time at each phase outlined above.

Whenever present employees are qualified, and apply, for higher classifications, promotions shall be made from among present employee applicants. It is understood, however, that in the event no qualified employee applies for an open position, the University reserves the right to waive provisions of this policy and to hire from outside to fill the position.

ARTICLE 17 -- GRIEVANCE PROCEDURE

PREAMBLE

It is the policy of Ohio University to deal fairly and promptly on all grievances brought to its attention by its employees who are members of Local 1699. It is the right of every member to use the prescribed grievance machinery without fear of reprisal.

REPRESENTATION

Number of Representation Districts

The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by agreement between the University and the Union. The University and the Union may re-district the unit from time to time by agreement.

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

STEWARDS AND ASSISTANT DISTRICT STEWARDS

A. In each district, employees in the district shall be represented by a District or Assistant District Steward who shall be a regular employee and working in the district.

B. The District and Assistant District Stewards, during their normal working hours, without loss of time or pay, may in their own district, in accordance with the terms of this section investigate and present grievances to the University, upon having received permission from their immediate supervisor to do so. The immediate supervisor will normally grant permission and provide sufficient
time to the Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of Stewards leaving their work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

C. A Chief Steward may be designated to investigate and discuss grievances with District Supervisors and/or Stewards prior to reducing the grievance to writing. The Chief Steward may leave his work during working hours without loss of pay based on the understanding that his supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances, and that he will perform his regularly assigned work at all times except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse of either party will be a proper subject for a Special Conference.

D. The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its Grievance Committees, and such changes as may occur from time to time in such personnel, so that the University may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The University will, in return, through its administrative heads of the units keep the Union advised as to its representatives. An employee will not be paid at any time that he is present during the processing of a grievance if the time falls outside his normal working hours, except during scheduled overtime.

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the University or its designated representative upon request of either party. Such meeting shall be between not more than three representatives of the University and no more than three representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. (This meeting may be attended by a representative of the Council and/or representative of the International Union.)
PRESENTING A GRIEVANCE

A grievance is defined as a dispute an employee or employees or the Union may have with the University concerning the interpretation, application or violation of the terms of this Agreement.

First Step: Any employee claiming a grievance may present it orally to his immediate supervisor with or without his district steward within fifteen (15) calendar days from the occurrence of the grievance. The supervisor shall give his answer to the employee within five (5) working days after presentation and discussion of the grievance.

Second Step: Within seven (7) working days of the completion of the First Step, the grievance may be appealed by the employee and/or his steward to the administrative head of the unit. The grievance will then be reduced to writing and signed by the employee and the steward. The written grievance shall include the nature of the grievance and the relief requested. Within seven (7) calendar days of the presentation of the grievance at the second step, a meeting will be arranged between the chief steward, district steward and representatives designated by the University to handle grievance at the second step. The administrative head or his designated representative will give an answer in writing to the grievance within seven (7) working days of the meeting. If this does not resolve the grievance, it may be appealed to the Third Step.

Third Step: Within seven (7) calendar days of the completion of the second step, the grievance may be appealed in writing to the third step by the employee or his Chief Steward to the Personnel Director or his designated representative. No more than three representatives of the local union and representatives of the University will arrange to discuss the grievance or grievances within seven (7) calendar days from the date the grievance was received at the third step by the University. A decision will be given in writing by the Personnel Director or his designated representative within seven (7) working days of the meeting.

Union representatives may meet at a place designated by the University on University property for at least one-half hour immediately preceding the third step meeting with the representatives of the University for which a written request has been made.

The Local President or Local Vice-President shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss or has discussed with the University, upon having received permission from his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the Local President or Local Vice-President to leave his work for these purposes subject to necessary emergency exceptions.
The privilege of the Local President or Local Vice-President leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Local Vice-President will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. The Union President will not be assigned to a specific job station or shift in order to afford the President maximum opportunity to meet his responsibilities. In the performance of these duties, the President will notify the supervisor of any department in which he wishes to conduct the business. Any alleged abuse by either party will be a proper subject for a Special Conference.

If discussions at the third step of the grievance procedure do not dispose of the grievance and the union believes the matter should be carried further, the union will refer the grievance to the Appeal Board within fifteen (15) calendar days of the University's third step answer.

**APPEAL BOARD**

A. The Union shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answer to the grievance and such other written records as there may be in connection with the matter, and forward the same to the University's designated representative together with a notice that his answer with respect to that grievance is not satisfactory to the Union.

B. The Appeal Board shall consist of two representatives of the University and two representatives of the Union, and, when necessary, an Arbitrator.

C. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the University or the Union where such discretion has been retained by the University or the Union, nor shall be exercise any responsibility or function of the University or the Union.

**WITHDRAWAL OF CASES**

A. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3)
months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

B. After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

ARBITERATION

In the event the Appeal Board is unable to resolve the grievance, it may be appealed by the Union to arbitration within ten (10) working days following the decision of the Appeal Board. If the parties are unable to agree upon an impartial arbitrator, he shall be selected from a list or lists to be submitted by the Federal Mediation and Conciliation Service within ten (10) working days after completion of the meeting of the Appeal Board with respect to said grievance. Said arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the University or the Union where such discretion has been retained by the University or the Union, nor shall he exercise any responsibility or function of the University or the Union. The fees and approved expenses of an Arbitrator will be paid by the parties equally, and his decision shall be final and binding on the University, the Union, and employees covered by this Agreement.

ARTICLE 18 -- MANAGEMENT ORDERS

In the event of a dispute or grievance arising, which is not promptly and amicably adjusted between the supervisor and employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved.

ARTICLE 19 -- EXAMINATIONS

Examinations which meet the approval of the Department of State Personnel may be administered and considered as one, but not the sole criterion, in determining whether an applicant for promotion has the general qualifications and training necessary for the job being bid upon. Such testing
may be conducted in circumstances wherein the promotion or transfer requires additional duties or duties at variance with those involved in the performance of a present employee's current work.

ARTICLE 20 -- INSURANCE
Effective 1-1-71

The University shall continue to make available to employees hospitalization/surgical, major-medical and life insurance coverage which shall include the following:

1. Basic hospitalization coverage: semi-private rate for a maximum of 240 days.

2. Maternity coverage: maximum of $300 for combined hospital and doctor charges.

3. Corridor-deductible between basic and major-medical: $100 per calendar-year per family-member; expenses incurred during last 3 months of preceding calendar-year may be used to reduce the following year's deductible.

4. Life insurance coverage: $8,500, plus $6,000 for accidental death and dismemberment.

5. Major-medical coverage: $15,000 life-time maximum per family member.

6. X-ray and laboratory coverage: according to a schedule with $50 maximum.

7. Surgical coverage: according to a schedule with $400 maximum. Some ratio applicable to remainder of the surgical schedule.

ARTICLE 21 -- UNIFORMS

The University will continue its program of issuing free uniforms to all eligible employees in Food Services, Residence Halls Housekeeping, and the Physical Plant.

Eligible employees are defined as all full-time, permanent employees who are required to wear attire other than usual clothing in the normal pursuit of their duties.
An initial issue of four free uniforms* will be made to each new eligible employee. Each January (for the Food Service Employees) and each July (for other employees), after the initial issue, additional uniforms will be issued depending on length of service of the employee as follows:

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

Employees will be responsible for the maintenance and laundry of the uniforms issued to them. The University will be responsible for administration of the program, which program will be reviewed by the parties subsequent to January 15, 1971 to discuss, and, where possible, to correct the fit of uniforms for female employees who are the most difficult to fit.

All employees to whom uniforms are issued will be required to wear a presentable uniform while at work. Suitable identification labels, if issued, must be attached to the uniform.

*Employees in the Physical Plant and in Groundskeeping shall have the option of selecting 2 T-shirts for the 4th shirt.

ARTICLE 22 -- LEAVES OF ABSENCE

1. Any employee who has completed one (1) year's continuous service with the University may apply for leave of absence for personal reasons not to exceed six months. Said leave shall be applied for in writing and will be granted in writing whenever practicable. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.

2. Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence for illness for a period not to exceed six (6) months. If requested, the employee shall furnish satisfactory medical proof of such said illness. The University will continue the insurance coverage under Article 20 for the period of such leave.

Provisions of the State Code concerning disability termination shall be observed if disabling illness continues beyond the leave of absence. In such event, the certificate of the employee's physician shall satisfy medical proof requirement of said disability. A
certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be deemed sufficient to return the employee to work, concluding the disability termination.

3. The Union may request a leave of absence not to exceed five (5) days for no more than 5 employees during any one calendar year. Said leave shall be requested for those employees selected by the Union to attend educational classes conducted by the Union. Such leave will be granted whenever practicable.

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

5. The University will continue to comply with all appropriate state or Federal statues and regulations relating to the employment rights of employees on military service.

6. Any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for each day necessarily lost during his normal work week, not exceeding five (5) days, to make arrangements for, and attend, the funeral of a member of his immediate family.

Immediate family shall be defined as: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of a parent.

7. Any employee shall be entitled to a leave of absence for maternity purposes. She must make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of her physician. The maternity leave shall be for not more than six (6) months. The leave shall commence at least one month before the delivery date, as indicated by the certificate of the employee's physician. Upon returning the employee shall be returned to her former job classification, and may displace another employee, covered by this Agreement, who has less classification seniority. Upon returning to work, the employee must present a certificate from her physician that she is fit to return to work. The University will continue the insurance coverage under Article 20 for the period of such leave.

8. All leaves specified in this article shall be without pay, except as provided herein, and without loss of seniority.
ARTICLE 23 -- MEAL COSTS

Within the requirements of applicable laws, Ohio University will continue its policy of providing meals at the present reduced cost to food service employees regularly assigned in the dining halls of the University.

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

ARTICLE 24 -- CLEAN-UP TIME

Physical Plant, Food Services, Residence Halls Housekeeping, Environmental Services and Food Stores employees will be granted a five-minute clean-up time before lunch (or any other on-shift meal according to shift worked), and another five-minute clean-up time before the end of the shift.

ARTICLE 25 -- JURY DUTY

Employees shall receive full pay for regular work hours lost for any court or jury duty by the United States or Ohio courts. Any fees received for such duty shall be remitted to the University through the Personnel Office, unless such duty is performed outside normal working hours.

ARTICLE 26 -- SAFETY COMMITTEE

The University Safety Committee will be continued for the purpose of developing and disseminating safety information, reporting and discussing unsafe conditions or activities that committee members may observe or have reported to them, and to recommend remedial measures to alleviate unsafe conditions or practices.

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

Membership of the Safety Committee will include:

- Environmental Health Consultant, Chairman
- Two employees to be appointed by the Personnel Director
- Two employees to be appointed by the Union
Regular meetings will be held on the second Tuesday of each month beginning at 2:00 p.m. at a place designated by the committee chairman. Each committee member shall be responsible for informing the chairman at least 24 hours before the meeting of any agenda items he wishes to have discussed. In the event no agenda item is received by the chairman, the regular meeting for that month may be cancelled.

Special meetings may be called by the Committee Chairman, or may be scheduled by mutual agreement. Employees shall suffer no loss of pay for time necessarily spent in regular or special safety meetings during their regularly scheduled working hours.

ARTICLE 27 -- PARKING

Promptly following the execution of this Agreement, the University will issue 15 parking decals for Lot 22 and 30 decals for Lot 15 to non-academic employees. Such assignments will be made according to the rules and regulations prescribed for assignments by the University Parking Committee.

The parties will each appoint two (2) members to a committee whose function will be to seek the availability of additional spaces on Lot 22.

When the Math Building Parking Lot is ready for use, non-academic personnel will be entitled to those spaces available after assignment of spaces to the Math faculty, in accordance with the above rules.

ARTICLE 28 -- VACATION PAY IN ADVANCE

Vacation pay shall be paid in advance to those employees taking a vacation of 1 week or more, and who request such pay at least 3 weeks in advance of the vacation.

ARTICLE 29 -- JOB DESCRIPTIONS AND CLASSIFICATIONS

Job descriptions and job classifications covering all positions in each department will be provided to the department head and to district stewards, and any employee in the department may review said descriptions and classifications upon request.

ARTICLE 30 -- ADVANCEMENT ON PROMOTION DATE

When an employee is advanced by the University to a higher classification, his new rate will become effective no later than the date of his advancement.
ARTICLE 31 -- TERMINATION

A. This Agreement shall continue in full force and effect until and including November 16, 1972. Thereafter it shall be renewed for periods of one year, unless written notice is given, by either the Union or the University to the other not less than sixty (60) days prior to the expiration date heretofore stated, that it is desired to amend or terminate the Agreement.

B. In the event notice is given by either party, discussions shall begin not later than forty-five (45) days prior to the termination date of the Agreement.

C. This Agreement may be extended by mutual agreement beyond the termination date.

D. Should any provision of this Agreement or any application thereof become unlawful by virtue of Federal or State law, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law; but in all other respects the provisions and applications of the provisions of this Agreement shall continue in full force and effect during the life thereof, with no changes other than provided therein or through applicable legislation.

FOR THE UNION

S/OSCAR Mcgee
S/HERSCHEL M. SIGALL
S/JOHN ELSWICK
S/DAVID LYONS
S/BEAULAH CARPENTER
S/FLOYD E. RITZ
S/GRACE E. GLAB
S/PAUL F. DAVIS
S/DONNA KNOX

FOR THE UNIVERSITY

S/WARD WILSON
S/WM. CHARLES CULP
S/C. W. ROSE
S/J. R. DAVIES

[Signature]

[Signature]