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OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE December 21, 1972

TO Senior Administrators

FROM Robert E. Mahn, Secretary, Board of Trustees *REB*

SUBJECT Draft of December 14 Board Minutes

Attached for your review is a draft of the Board minutes of December 14, 1972. Please note corrections/changes in the margin.

Please return on or before Wednesday, December 27.

REM:ed


OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

January 2, 1973

To: Chairman and Members of the Board of Trustees;
Mr. Hodes
From: Robert E. Mahn, Secretary
Subject: Draft of December 14, 1972 Minutes

Enclosed is a draft of the minutes of our December 14, 1972 meeting. This draft, which has been approved by the President and senior administrators, will be considered for approval at our March 8 meeting.


Robert E. Mahn
Secretary

REM:ed

MINUTES OF THE MEETING OF
THE BOARD OF TRUSTEES OF OHIO UNIVERSITY

2:00 P.M., Thursday, December 14, 1972
Athletic Club, Columbus, Ohio

I. Roll Call

The meeting was called to order by Chairman Kennedy. Roll call showed all members to be present, namely, Duncan M. Baxter, Charles E. Holzer, Jr., Mrs. Dorothy S. Johns, Fred H. Johnson, Edwin L. Kennedy, William L. Kircher, William R. Morris, Mrs. J. Wallace Phillips, and C. Paul Stocker. Also present were President Claude R. Sowle and Secretary Robert E. Mahn. Wallace J. Hodes, President of the Ohio University Alumni Association, was unable to be present. Vice President for Administrative Services W. Charles Culp, Vice President for Regional Higher Education Beaumont Davison, Vice President for University Relations Martin L. Hecht, and Vice President and Treasurer John F. Milar were present to give reports. Allen M. Summers, Jr. of the Department of Public Works was present while the East State Street Lease Agreement was discussed.

II. Action on Minutes of the Meeting of November 13, 1972

The motion by Mr. Baxter, with second by Mrs. Phillips, to approve the minutes of November 13, 1972, as distributed, was adopted unanimously.

III. Communications, Petitions and Memorials

Chairman Kennedy announced that the Board now had a full complement. He welcomed the new member, Mrs. Dorothy S. Johns, stating that her distinguished activity in education would contribute much to the Board. Mrs. Johns stated that she was honored to be a member, and that she expected this to be a happy experience in her life. (A copy of the Governor's appointing letter appears as Attachment 1. A copy of the oath of office appears as Attachment 2.)

IV. Reports of President and Administrative Officers

President Sowle stated that he had no reports beyond what he had distributed, and that there were no general administrative reports.

V. Reports of Board Committees and Officers

None were presented.

Dec. 14, 1972

VI. Unfinished Business

A. East State Street Lease Agreement--Baxter. Vice President Hecht was asked by Mr. Baxter to present the Report. He recounted briefly developments to date, and read the following letter of December 8, 1972, from R. Wilson Neff, Director, Department of Public Works.



PRESIDENTS OFFICE

DEC 8 1972

STATE OF OHIO
DEPARTMENT OF PUBLIC WORKS
ROOM 707, 65 S. FRONT STREET
COLUMBUS, OHIO 43215

December 8, 1972

Chairman and Members of the
Board of Trustees
Ohio University
Athens, Ohio

Re: Ohio University Airport Lands Proposals

Gentlemen:

By letter dated October 31, 1972 all developers who had submitted earlier proposals on the University Airport lands were asked to submit a final, complete proposal or proposals, to lease and develop all or part of the three parcels of land available for lease.

Proposals were received from (1) Joseph S. Gill, Attorney at Law, representing Mr. Thomas R. Lloyd, (2) Skilken Properties Company, (3) Big Bear Company and (4) John C. Elam, Attorney at Law, representing the Kroger Company.

The Gill proposal offers to lease Parcels 1, 2 and 3, with the provision that each of the three offers is contingent upon the others being accepted. However, the proposal has been rejected on the basis of being non-responsive to financial requirements.

The Big Bear Company proposal concerns itself solely with the leasing and development of the westerly 16 acres of Parcel 2 at a net annual fixed rental of \$55,500.00, after an initial period during which a lesser interim rental is to be paid. Total anticipated rental income over the proposed 40 year lease term is \$2,129,000.00, plus overages, if any.

The Skilken proposal concerns itself solely with the leasing and development of Parcel 1, at a net annual fixed rental of \$16,000.00, after an initial period during which a lesser interim rental is to be paid. Total anticipated rental income over the proposed 40 year lease term is \$626,067.00, plus overages, if any.

The Kroger proposal offered four alternatives, as summarized on the enclosed comparison summary sheet. A comparison of their proposal #3 with the Big Bear Company's proposal, both of which cover the same tract (westerly 16 acres of Parcel 2) and both of which propose development of a shopping center, shows the Kroger Company proposal to offer an estimated rental income of \$2,908,000.00, plus overages, if any, over the proposed 40 year lease term, or \$779,000.00 more than the Big Bear Company's proposal.

Chairman and Member of the
Board of Trustees
Page 2

We are making the assumption at this point that the University feels that a motel and a shopping center will enhance community facilities, and that the proper relationship between the two is achieved by building the motel on Parcel 1 and the shopping center on Parcel 2. As a matter of fact, we have no proposals which contemplate building a motel on Parcel 2.

In my opinion, the logical conclusion to be drawn from the above is that the Kroger Company's alternative #4 will best serve the interests of the University as prescribed by Section 123.77 of the Ohio Revised Code, and I therefore recommend same for your consideration. If you agree, we will proceed with negotiation of the lease and development of the building plans and specifications in accordance with their proposed plan for development.


It would appear from the proposals which have been received and the interest shown in the tracts, that Parcel #3 can be developed more successfully at a later date. A staged development will also permit experience gained in the early stages to be applied to later phases of development.

As the state official responsible for a substantial part of state real estate policy and activities, I would pose for reconsideration the fundamental question of whether state lands should be retained under public jurisdiction when no apparent immediate need for use exists as opposed to the choice of outright sale. Obviously, you are best able to judge your anticipated future requirements.

However, if you are convinced that leasing is the desired action, we will proceed with negotiations of the lease and the development of the building plans and specifications according to your desires.

I would expect a response from the Trustees on the amount of land to be leased at this time before we pursue the details of drawing up a formal lease.

Yours very truly,


R. WILSON NEFF
Director

Encl. (Comparison Summary)

The Enclosure (Comparison Summary) was reviewed. This appears as Attachment 3.

Mr. Hecht read the following resolution:

Resolution 1972 - 44

WHEREAS, on May 29, 1970, the Ohio University Board of Trustees declared 70.79 acres of land owned by Ohio University on East State Street, Athens, Ohio, to be surplus land, and instructed the Ohio University administrative officers to pursue the leasing of the 70.79 acres with the Director of the Ohio Department of Public Works under Section 123.77 of the Ohio Revised Code, and

WHEREAS, on July 17, 1972, the Board approved the recommendation of the Board's Budget, Finance and Physical Plant Committee to lease all of Parcel No. 1 (12.6 acres) to the Skilken principals for a Holiday Inn and Trav-L-Park, and to lease 16 westerly acres of Parcel No. 2 to the Big Bear principals for a one-stop shopping center and to defer the leasing of the remaining acres in Parcel No. 2 (12.45 acres) and all of Parcel No. 3 (29.74 acres), and

WHEREAS, subsequent legal action by the Kroger principals and the Big Bear principals in the Franklin County Common Pleas Court in Columbus, Ohio, resulted in preliminary injunctions by Judge Jay C. Flowers on October 6 and 13, 1972, restraining the University and the Director of the Ohio Department of Public Works from leasing any land until the said Director determined what is the best interests of the University, and

WHEREAS, said Director stated in his letter dated December 8, 1972, "In my opinion, the logical conclusion to be drawn from the above is that the Kroger Company's alternative No. 4 would best serve the interests of the University as prescribed by 123.77 of the Ohio Revised Code and I therefore recommend same for your consideration. If you agree, we will proceed with negotiation of the lease and development of the building plans and specifications in accordance with their proposed plan for development.

"It would appear from the proposals which have been received and the interest shown in the tracts that Parcel No. 3 can be developed more successfully at a later date. A staged development will also permit experience gained in the early stages to be applied to later stages of development."

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby accept the above recommendation of the Director at not less than the following annual amounts for interim rentals, permanent rentals and overages:

Interim Rentals: Parcel No. 1 - 4 acres - motel site \$5000 one year
8 acres - Trav-L-Park \$1200 two years

Parcel No. 2 - 16 acres - \$10,000 annually for a maximum period of two years or until the opening of the first major store, whichever is earlier

Permanent Rentals - \$92,000

Overages:

- 1) Food Store - 1% of gross sales in excess of \$6,000,000
- 2) Discount Dept. Store - 2% of gross sales in excess of \$7,000,000
- 3) Drug Store - 2% of gross sales in excess of \$2,000,000
- 4) Convenience Stores - 25% of percentage payments received from the associated tenants on sales made over and above the agreed sales base
- 5) Motel & Trav-L-Park - 3% of gross receipts from motel room rents in excess of \$450,000; 1% of gross receipts from food and beverage sales in excess of \$225,000; and 9% of gross receipts from rentals of Trav-L-Park in excess of \$53,000

BE IT FURTHER RESOLVED that the Board does hereby instruct the Secretary of the Board to transmit this resolution to the Director and does further instruct the Board's Budget, Finance and Physical Plant Committee to review the lease document to be presented by the Director to the Board and to make a recommendation to the Board on the lease document.

Chairman Kennedy asked Chairman Baxter of the Board Committee on Budget, Finance and Physical Plant to verify that the Neff recommendation had been reviewed by his committee. Mr. Baxter stated that this had been done on December 6, at a meeting attended by Committee members Phillips and Holzer, Mr. Morris, President Sowle, Mr. Mahn, Vice Presidents Hecht, Milar and Culp, Director Neff, Mr. Summers and Mr. Szilagyi of the Attorney General's staff. Pertinent questions were raised and the resolution is the product of that discussion. In view of Mr. Morris having been involved with this matter for two years, Mr. Baxter invited his comments. Mr. Morris said it was a real pleasure to recommend the resolution. He reminded those present that this set a precedent for all other state universities in Ohio,

Dec. 14, 1972

and that many legal problems had had to be overcome. He moved approval of the resolution. Mr. Baxter seconded the motion.

On roll call the following votes were recorded:

Johnson	Yes	Kircher	Yes
Stocker	Yes	Holzer	Yes
Baxter	Yes	Phillips	Yes
Morris	Yes	Kennedy	Yes
Johns	Yes		

Chairman Kennedy declared the resolution adopted unanimously.

In response to questions, Mr. Summers reported the minimum guaranteed return over the period of the lease to be \$3,516,000 for the forty-year period.

Mr. Hecht commented on the opportunity for overages. With a growth in economy we could have extra income. Forty acres are retained by the University.

Chairman Kennedy thanked all those, and particularly Mr. Morris, who over a long period of time had struggled with this issue.

VII. New Business

A. Ratification of Labor Contracts--Culp. Mr. Culp reported that the agreements with Local 1699 had been concluded on November 15, and ratified on November 22. He stated that the resolution for Board ratification had been discussed with the Board Committee on Budget, Finance and Physical Plant. He read the resolution. Mr. Baxter moved adoption of the resolution and offered compliments to both sides of the negotiating team. Mr. Kircher seconded the motion and the sentiments expressed by Mr. Baxter. The vote to approve was unanimous.

Resolution 1972 - 45

WHEREAS, labor agreements between Ohio University and Local 1699 Ohio University Employees, AFSCME, AFL-CIO, and Local 1699 Security Police Employees, AFSCME, AFL-CIO, were ratified by the union membership and executed by the parties on November 22, 1972, and,

WHEREAS, said agreements cover the period November 16, 1972, to November 16, 1974, and provisions contained therein have been approved by the proper authorities of Ohio University,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ohio University does hereby ratify the agreements.

Copies of the agreements appear as Attachment 4.

B. Consideration of Dormitory Rates for 1973-74--Milar. Mr. Milar was representing the President at another meeting in Columbus, so the President made the presentation. He stated that, by sound management and a few risks, he believed we could meet the conditions of the resolution, which he read.

Resolution 1972 - 46

WHEREAS, it is the desire to maintain Residence and Dining Hall rates constant for the third consecutive year, and

WHEREAS, this concept will permit meeting obligations to bond-holders

NOW, THEREFORE, BE IT RESOLVED that the rates for 1973-74 be:

	<u>New South Green</u>	<u>All Other</u>
Quarter	\$ 448	\$ 428
School Year	\$1,344	\$1,284

Mr. Baxter moved approval of the resolution. Mr. Morris seconded the motion, which was unanimously approved. (Resolution backup documents appear as Attachment 5.)

C. Consideration of Amendments to Parking Regulations--Culp. Mr. Culp reported that the resolution, which was recommended by the Parking Committee and endorsed by the Senior Administrators, would be effective upon approval by the Board. He read the resolution.

O U CHAPTER I

MOTOR VEHICLE, TRAFFIC AND PARKING

REGULATIONS

THE OHIO UNIVERSITY

Robert E. Mahn, as Secretary of the Board of Trustees of The Ohio University, certifies that he is the duly qualified Secretary of The Board of Trustees of The Ohio University and that on the _____ day of _____ at a regular meeting of the said The Board of Trustees of The Ohio University, at which a quorum was present and voting at and throughout the meeting, the following resolution was duly moved, seconded, and by vote of _____ of the members of the said The Board of Trustees of The Ohio University, the same being the required number of votes to constitute the act of the said The Board of Trustees of The Ohio University, the following resolution was adopted as the act of the said The Board of Trustees of The Ohio University:

RESOLUTION

BE IT RESOLVED that section OU 1.08.B of the Motor Vehicle, Traffic and Parking Regulations, adopted by The Board of Trustees of The Ohio University on the 12th day of September 1972 be, and it hereby is, repealed and, be it further resolved, that sections OU 1.08.A; OU 1.09.C.4 and OU 1.11.G.2 be, and hereby are, amended as follows:

of the Parking Committee may be issued in accordance with procedures established by rule of the Parking Committee and shall be effective for the period specified by the Parking Committee. Such permits may be issued after a showing generally of one or more of the following conditions:

OU 1.07.E.1 Proof of physical disability to the satisfaction of the Parking Committee.

OU 1.07.E.2 Official University duties or special working conditions that might indicate such special permit should be granted.

OU 1.07.E.3 Such other special conditions approved by the Parking Committee.

OU 1.07.F Fees at Parking Facilities. Parking in Pay Parking Facilities, which are or may be established as provided in OU 1.06.C.4 hereof, shall be at the rates established from time to time by the appropriate administrative officers and/or University Committees.

OU 1.08 Student Registration

OU 1.08.A Registration. Any student operating a motor vehicle in or about the Athens community must register his vehicle. No student shall drive, operate or control, park, let stand, or otherwise use a motor vehicle on the land and property of the University without first registering said motor vehicle with the Director of Security or his designee. This regulation includes student owned vehicles, vehicles belonging to parents or relatives (including wives or husbands), vehicles belonging to friends, rental agencies, and dealers. This regulation applies to any student driving a family car registered in the name of a faculty or staff member. Registration regulations apply to permanent residents of Athens, married and graduate students and commuters. Such registration shall be made with the Director of Security or his designee.

OU 1.08.B REPEALED

OU 1.08.C Decals. Registration decals shall be issued to students by the Security Division upon the filing

Monday through Friday, parking shall be limited to designated permit zones. From 4 p.m. to 6 a.m. Monday through Friday and all day on Saturday and Sunday faculty and staff permit holders may park in any lot except lot 2.

OU 1.09.C.3 Student parking in areas other than garages, shall be limited to certain areas designated by the Parking Committee and shall be permitted only after payment of the prescribed fee for such parking as provided in OU 1.06.C.4 and OU 1.07.F. Permits for parking must be displayed as provided in OU 1.09 hereof.

OU 1.09.C.4 Student parking as provided in OU 1.09.C.3 hereof shall be restricted to students of junior, senior and graduate student rank, married and commuter students. A commuter student is defined as one who resides outside the corporate limits of the City of Athens.

OU 1.09.C.5 On days of home football games there shall be no parking of vehicles in the stadium area after 12:01 a.m. except as permitted, and at the fees prescribed by the Division of Athletics.

OU 1.09.C.6 Parking on the roadways and designated areas of the West Green, South Green, and parking area 26, shall be limited to thirty minutes between the hours of 8:00 a.m. and 12:00 midnight. No parking is permitted on these roadways between 12:00 midnight and 8:00 a.m.

OU 1.09.C.7 Registered student vehicles will be permitted to park, without fee, between the hours of 3:00 p.m. to 3:00 a.m.; 12:00 noon Saturday to 3:00 a.m. and 8:00 a.m. Sunday to 3:00 a.m. in parking areas 18, 20, 25, 27 and 29. Between the hours of 5:00 p.m. and 3:00 a.m.; 12:00 noon Saturday to 3:00 a.m. and 8:00 a.m. Sunday to 3:00 a.m. registered student vehicles may park without fee, in parking areas 15, 22 and 26. (See appendix I)

OU 1.09.C.8 No student or visitor parking will be permitted after midnight on University property, except in rental garages, married student parking areas and as provided in 1.09.C.7 hereof, without permission of the Parking Committee and/or the Director of Security

OU 1.09.C.9 Certain parking areas, by rule of the

Driving wrong direction on one way street....	\$ 5.00
Parking facing wrong direction.....	\$ 3.00
Reckless operation.....	\$10.00
Officers signal disobeyed.....	\$ 3.00
Crosswalk parking.....	\$ 3.00
License plates (Illegal or none displayed)...	\$ 3.00
Turn, illegal right.....	\$ 5.00
Turn, illegal left.....	\$ 5.00
Front seat overloaded.....	\$ 3.00
Driver's view obstructed.....	\$ 3.00
Failure to stop at "Stop" sign.....	\$ 5.00
Driving left of center.....	\$ 5.00
Failure to maintain A.C.D.A.....	\$ 5.00
Parking-bridge-tunnel.....	\$ 3.00
Parking, disregard painted lines.....	\$ 3.00
Failure to signal-stop, turn, etc.....	\$ 3.00
Illegal speed.....	\$10.00
"Operator License" violation.....	\$ 5.00
Backing without safety.....	\$ 5.00
Towing and impounding.....	\$ 3.00

OU 1.11.G.1 Faculty and Staff members who receive more than six unexcused violations during the regular academic year, September 15 to June 15, or during the summer June 15 to September 15, will automatically have their parking privileges revoked. Once such parking privileges are revoked the vehicle involved is subject to being towed if parked on University property. Revoked parking privileges can be reinstated only up on application to, and approved by, the Parking Committee.

OU 1.11.G.2 Students who receive six unexcused violations during the regular academic year September 15 to June 15 or during the summer June 15 to September 15 will automatically lose the privilege of having a vehicle in the Athens area operating and/or parking a vehicle on University property and after being so notified will be subject to disciplinary action if they continue to maintain a vehicle in Athens operate and/or park on University property.

BE IT FURTHER RESOLVED that the Secretary of the Board of Trustees of The Ohio University is hereby authorized and directed to file this resolution, as an ammendment to the Motor Vehicle, Traffic and Parking Regulations of The Ohio University as promulgated by the Board of Trustees of The Ohio University, with the Secretary of State of Ohio and to do and file such other and further papers and documents as may be necessary and proper to comply with Ohio Revised Code, Section 111.15, and to make these regulations binding and in force according to law.

The said Robert E. Mahn, as Secretary of The Board of Trustees of The Ohio University further certifies that the foregoing is a true copy of the resolution of the said The Board of Trustees of The Ohio University on the day and at the meeting above-noted and that the same are a part of the official proceedings of the said Board and that the same have not been modified, amended, or repealed and remain in full force and effect.

IN WITNESS THEREOF, THE SAID Robert E. Mahn, Secretary of The Board of Trustees of The Ohio University has signed his name and caused the Seal of The Ohio University to be affixed hereto on the _____ day of _____ 1972.

ATTEST:

Robert E. Mahn
Secretary of The Board of
Trustees of The Ohio University

Chairman of The Board of Trustees
of The Ohio University

In response to a question, Mr. Culp stated that dormitory garages are currently one-half to three-quarters filled.

Mr. Morris moved approval of the resolution. Dr. Holzer seconded the motion, which was unanimously approved. (The letter transmitting the recommended changes appears as Attachment 6.)

D. Ironton Issue--Davison. Chairman Kennedy stated that for some time the Board had had a proposal to expand the Ironton Academic Center into a Branch. He asked Vice President for Regional Higher Education Beaumont Davison to read a proposed resolution on this issue.

Resolution 1972 - 48

WHEREAS, the Board of Trustees of Ohio University on September 20, 1971, directed the administrative officers to proceed with the construction of an academic facility in Lawrence County in or near Ironton, Ohio subject to several conditions including the location of a suitable site for the facility, and

WHEREAS, to this date no suitable site has been located, and

WHEREAS, enrollment levels at a facility in Lawrence County are anticipated to be lower than necessary for financial self sufficiency, and

WHEREAS, the financial position of the University is such that the Trustees consider it undesirable to establish additional operations which would require financial support at the expense of other on-going programs, and

WHEREAS, the educational needs of students in Lawrence County can be adequately met by the programs and facilities of the Portsmouth Campus of Ohio University and other institutions currently existing in the area,

NOW, THEREFORE, BE IT RESOLVED that the action of September 20, 1971, relating to a Lawrence County Branch of Ohio University is hereby rescinded and that the appropriate administrative officers are directed to take no further action leading toward the construction of such a facility, and

BE IT FURTHER RESOLVED that the Ohio Board of Regents be informed of this action, that their concurrence be sought and that they be requested to join with Ohio University to notify the General Assembly and the Governor of Ohio of the termination of plans to construct a Lawrence County Branch.

Mr. Kircher moved adoption of the resolution. Dr. Holzer seconded the motion.

State Senator Oakley Collins of Ironton was recognized for a statement. He termed the action by the Board a harsh one in view of the legislative appropriation of 1969, and the supplemental appropriation of 1971. He said there had been no initiative on the part of the University and that the Legislature felt that the leadership of the University had been lax in carrying out its responsibility. The Board, he said, should reject the resolution and ask the administrators to allow Lawrence County to prove the feasibility of a Branch. He summarized by saying that the attitude of the trustees and Portsmouth people had been a selfish one right along.

Mr. David McCown, Chairman of the Lawrence County Democratic Executive Committee, spoke next, urging the Board not to take hasty action. He urged a full investigation, stating that the reasons given for delays possibly were beyond the understanding of Ironton people. They, he said, looked with suspicion on the reasons given and that not even criteria for soil testing had been offered. He said it was impossible to understand why certain criteria demanded in this situation were not applicable elsewhere. He asked for respect, not nonsensical demands.

Mr. John Albrink, Manager of the Ironton Chamber of Commerce, said the persons in Senator Collins' delegation knew the feelings of the people of Lawrence County, that they would not force them to go to Portsmouth. Obstacle after obstacle, he said, had been thrown in their way. The Austin Company's recommendation of a site had proved unavailable through its owner. Forcing students to go to Portsmouth would force costs up to the point where they would not attend. They will not make the trip, he stated. They are not Portsmouth or Cincinnati oriented, but are oriented to Columbus. Students attending Portsmouth are chided. It is a bad situation. Mr. Albrink concluded by asking that Ironton's needs for a branch campus be recognized, that it not be cut off.

Mr. James Strafford of Portsmouth, Chairman of the Regional Coordinating Council, spoke next. He asked for the elimination of emotions and personalities from the discussion. He asked that the Board face the economics of the situation and approve the resolution. In view of a \$66,000 budget cut for Portsmouth, how can an expenditure in Ironton be justified? Ironton has 279 students. Seventy-two from the Ironton area attend the Portsmouth Branch. He concluded by stating that Portsmouth is positive toward Ironton. Don't water down Portsmouth to accommodate Ironton was his plea. Mr. Harvey W. Butcher, Superintendent of Lawrence County Schools, asked the Board to base its decision on educational, rather than economic considerations. The population shift is such that the true distance from Portsmouth for most is more nearly 60 miles than 30. The schools have a thousand graduates a year. He asked that in their vote, Board members think in terms of the human loss to Lawrence County, saying that the resolution appeared to be an attempt to sell the idea that Lawrence countians resided 29 miles from Portsmouth.

Mr. Morris called for the question. On roll call the votes were as follows:

Stocker	Yes	Holzer	Yes
Baxter	Yes	Phillips	Yes
Morris	No	Kennedy	Yes
Johns	Yes	Johnson	No
Kircher	Yes		

The resolution was declared adopted. The Ironton delegation left following the vote.

Mr. Johnson explained his vote, stating that he was pro-Ironton and pro-Portsmouth. He stated that, in view of information that the Regents were pushing for the elimination of academic centers, he wished to have the record show that he was opposed to this--that as a citizen of Ohio he would do everything possible to maintain higher education facilities in small communities.

VIII. Selection of Next Meeting Date and Site

It was agreed that the next meeting would be held in Athens on Thursday, March 8, 1972.

IX. General Discussion--Roll Call of Members

Mr. Johnson reported a move on the part of State officials to dispose of unused public lands, particularly lands formerly farmed at State institutions. The Athens Mental Health Center has 500 such acres which are essential to the University's expansion program. He urged that the Board request the University Administration to take a strong position with all appropriate State officials, agencies, legislative committees, and individual legislators to have lands formerly used for farming and related activities at the Athens Mental Health Center deeded to the University for use in its expansion program. He moved that the Board approve a resolution, which the Secretary would draft, reflecting this position. Mr. Morris seconded the motion, which was unanimously approved.

Resolution 1972 - 49

BE IT RESOLVED by the Board of Trustees of Ohio University that the Administrative Officers of Ohio University are hereby directed to take a strong position with all appropriate State officials and agencies and all appropriate legislative committees and individual legislators to have lands of the Athens Mental Health Center which formerly were used for farming and related activities deeded to the University for use in its expansion program.

Mr. Stocker stated that while he considered an Ironton Branch a worthy cause, it would be a mistake for the University to take on additional financial obligations at this time.

Mrs. Johns stated that although she was sympathetic to Mr. Johnson's view on the Ironton issue, she felt it was not the University's obligation to assume this responsibility.

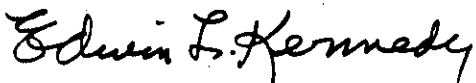
Mr. Kircher welcomed Mrs. Johns to the Board, citing her long involvement in education. Other members joined in the welcome. To Mr. Baxter, Mr. Kircher directed his view that Portsmouth would have to be the moving party in resolving the feelings that the Ironton issue had generated, stating that he would assist in every way possible. Mr. Baxter assured him that Portsmouth would assume that responsibility and that his and other Board members' support would be welcomed.

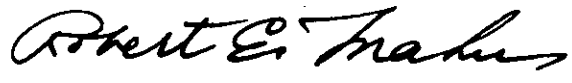
Dr. Holzer expressed regret at the Ironton delegation having left immediately following the vote. He said he appreciated their concern and regretted that they had impugned the good intentions of the Administration and the Board. He said all would help to heal the wounds and to cooperate in solving educational problems in the area.

Mr. Kennedy stated that he wished to underscore that the Board would ignore the comments made by members of the delegation from Ironton and exert its maximum efforts toward healing the wounds and helping as best it could to solve the educational problems of Lawrence County.

X. Adjournment

Chairman Kennedy declared the meeting adjourned at 3:05 P.M.


Edwin L. Kennedy, Chairman


Robert E. Mahn, Secretary

STATE OF OHIO
Executive Department
OFFICE OF THE GOVERNOR

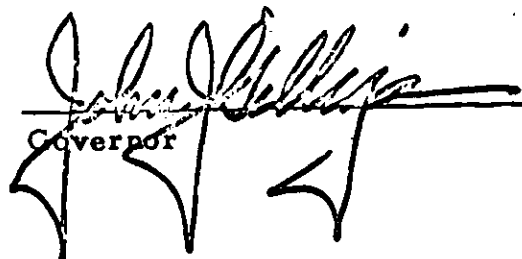
PRESIDENTS OFFICE

NOV 13 1972

Columbus

I, John J. Gilligan, Governor of the State of Ohio, do hereby
appoint Dorothy S. Johns, Beachwood, Cuyahoga County, Ohio, as
a Member, Board of Trustees, The Ohio University, for an unexpired
term beginning May 2, 1972, and ending at the close of business
May 14, 1978, vice Wayne E. Brown, who resigned.

IN WITNESS WHEREOF, I have
hereunto subscribed my name and
caused the Great Seal of the State
of Ohio to be affixed at Columbus,
this 2nd day of November, in the
year of our Lord, one thousand
nine hundred and seventy-two.


Governor

OATH OF OFFICE

I, Dorothy S. Johns, promise and swear to support the Constitution of the United States and the Constitution of this State, and faithfully to discharge the duties of the office of Member, Board of Trustees, The Ohio University, to which I have been appointed, for an unexpired term beginning May 2, 1972, and ending at the close of business May 14, 1978.

Dorothy S. Johns

STATE OF OHIO,

COUNTY OF Cuyahoga SS:-

Personally sworn to before me, a Notary Public in and for said county, and subscribed to in my presence this 6th day of November, 1972.

Ann J. Hunko

NOTARY PUBLIC, OHIO
My Commission Expires June 1, 1973

Dec. 14, 1972

Attachment 3.

MINIMUM ANNUAL GUARANTEED RENTALS

#		1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	6TH YEAR & SUBS.
1	Joseph Gill, Atty. (Parcels 1, 2 and 3)	21357	21357	34247	115162	115162	124345 40 years \$4,704,364
2	Skilken Properties (Parcel 1.)	6200	11867	16000	16000	16000	16000 40 years \$626,667
3	Big Bear (16 acres of Parcel 2)	To be negotiated (est. \$10,000/year)		55500	55500	55500	55500 40 years \$2,129,000
4	Kroger Alternate (16 acres of Parcel 2)	To be negotiated (est. \$10,000/year)		76000	76000	76000	76000 40 years \$2,968,000
5	Kroger Alternate (Parcel 2 - 28.45 acres)	"		86000	86000	86000	86000 40 years \$3,288,000
6	Kroger Alternate (Parcels 1 + 2)	"		102000	102000	102000	102000 40 years \$3,896,000
7	Kroger Alternate #4 (Parcel 1 & 16 acres of Parcel 2)	"		92000	92000	92000	92000 40 years \$3,516,000

Cont'd. on following page

PERCENTAGE OVERAGES

PARCEL 1	PARCEL 2	PARCEL 3
5.24% of room rentals over 250M	6.8% of gross receipts over 681M	5.5% of all gross
1.33% of food sales over 150M	35% of tenants' overages	annual receipts over
5% of all non-motel rentals		\$675M
3% of room rentals over 450M		
1% of food & bev. sales over 225M		
9% of all non-motel income over 53M		
	1% of food sales over 5,500,000	
	2% of dept. store sales over 6,500,000	
	2% of drug sales over 2,000,000	
	25% of tenants' overages	
	1% of food sales over 6,500,000	
	2% of dept. store sales over 7,500,000	
	2% of drug sales over 2,500,000	
	25% of tenants' overages	
	Same, plus future development of 12.45 acres	
	Same as #2 and #5	
	Same as #2 and #4	

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE November 30, 1972

TO Dr. Claude R. Sowle, President

FROM Wm. Charles Culp *WCC*

SUBJECT RATIFICATION OF LABOR AGREEMENTS - LOCAL 1699, AFSCME, AFL-CIO

Attached are copies of two (2) agreements with Local 1699, AFSCME, AFL-CIO, which Mr. Ward Wilson, Director of Personnel, and I recommend to you and the Board of Trustees for ratification. One agreement deals specifically with the Security Division and the other relates to the remaining departments and employees represented by Local 1699.

I plan to discuss these agreements with the members of the Budget, Finance and Physical Plant Committee on December 6. At that time I will request authorization to place the ratification of these agreements on the agenda for the December 14 meeting of the Board of Trustees.

WCC:nsa

Attachments

AGREEMENT
BETWEEN
OHIO UNIVERSITY
and
LOCAL 1699
OHIO UNIVERSITY
EMPLOYEES
AFSCME, AFL-CIO

EFFECTIVE

November 16, 1972 to November 16, 1974

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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 the 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 agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Agreement provides a mutually acceptable means for orderly settlement of all disputes that may arise and that each party will cooperate with the other to implement arbitration as set forth in Article 17 of this Agreement.

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. "Eligible employee" means a regular full-time or permanent part-time classified employee who has completed 90 days of the probationary period following original appointment on last date of hire.

Any 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.

Employee
Name _____ S. S. No. _____
Last First Middle

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 classified personnel of Ohio University including food service, central food facilities,

physical plant, residence halls, central receiving, laundry, environmental services, upholstery, airport, and the health center, but excluding all students, casual or temporary employees, probationary employees, administrative employees, office clerical employees, security officers and dispatchers, professional and supervisors.

In a department which has both operating and clerical classified employees, or office clerical employees only, an operating department or a clerical department will be added as an Agreement Unit Department upon the showing by dues check-off records, that more than 50% of eligible employees in the appropriate groups are represented by the Union, confidential, administrative and supervisory employees to be excluded. When Union membership in any department falls below 50%, such department shall be removed from the Agreement Unit. Article 10 shall not apply to employees in departments established under this paragraph of this provision.

The determination of what constitutes a department will be made upon one or more of the following criteria:

1. A community of interest by way of job function.
2. Similarities of job skills.
3. A central management officer who administers to the whole group of employees.
4. Where appropriate, physical separateness by way of location.
5. The mission of a group of employees as related to the total university objective.
6. Indices in existing enumerated departments that mark them as separate from other enumerated departments.

Any disagreement as to the appropriateness of a department will be settled by taking the issue to Step 3 of the grievance procedure and, if necessary, on to Arbitration.

The term "supervisor" for the purposes of this Agreement, means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

All provisions of this Agreement shall apply only to employees and departments in the Agreement Unit unless specifically stated otherwise.

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.

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ARTICLE 9 -- PROTECTION OF AGREEMENT UNIT

The University agrees that openings which do not qualify as supervisory positions 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) days of eight (8) hours per day. The five (5) consecutive day work week will be continued in departments so scheduled and qualified senior (classification seniority in the department) employees will be given preference for the Monday through Friday schedule as openings occur on such schedule.

To the above work week may be added an additional 2½ hours of work (five 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 sub-section shall be construed to prevent the University from scheduling necessary overtime. The optional 2½ hours work per week will terminate, if between November 16, 1972 and November 16, 1973 the Ohio Legislature should pass new legislation providing a general pay increase for Agreement Unit employees.

- 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 four (4) hours work at the applicable rate of pay, except in cases where call-ins are scheduled for the purpose of fulfilling training requirements in which cases the minimum guarantee is three (3) hours of work. This provision does not apply when call-in hours are contiguous with a regular shift assignment.

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 for 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. The following seniority definitions will apply:

- A. "Classification seniority" is the employee's length of continuous service in his current classification.
- B. "Department seniority" is the employee's length of continuous service since the date of his last assignment to the department in which he is currently a member.
- C. "University seniority" is the employee's length of continuous service with the University from his most recent date of hire or assignment to regular full-time status.

- 7
2. All employees shall be considered probationary employees for the first 120 days of employment. During the first ninety (90) days of the probationary period, employees may be terminated at the option of the University, without recourse to the grievance procedure. Arbitrary or capricious removal of a probationary employee, after satisfactory completion of 90 days of the probationary period, will be subject to the grievance procedure as set forth in Article 17 of this Agreement. However, if an employee is retained beyond his probationary period, his seniority date shall date back to the last date of hire.
 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 (5) 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 classification seniority in a lower classification if he is capable of performing the work assigned and provided he has more department seniority than the employee he displaces.

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

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 (All residence halls including Baker Center custodial and domestic worker classifications* compose a department.)
 - C. Physical Plant (including Baker Center maintenance classifications* compose a department).
 1. Each shop of Building Maintenance composes a department. Employees in the Mill Street Apartments maintenance shop will be assigned to the South Green seniority roster.
 2. Building Services
 3. Grounds
 4. Each Shop of Utilities composes a department.
 5. Key Shop
 - D. Central Food Facilities
 - E. Central Receiving
 - F. Laundry
 - G. Upholstery
 - H. Environmental Services
 1. Mail Room
 2. University Garage
 - I. Airport Operations
 - J. Health Center
 - K. Baker Center
 - L. Graphics Reproduction
 - M. Intercollegiate Athletics Department (Equipment Handlers)
 - N. Computer Center Operations
 - O. University Switchboard

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

*For purposes of layoff and recall. (For other seniority purposes Baker Center shall maintain a separate departmental seniority roster, provided, however, that once a Baker Center custodial worker or domestic worker, by Article 15, is transferred into the Residence Halls Housekeeping Department, such employee will be added to the seniority roster of the new department carrying his full departmental seniority from Baker Center.)

7. On May 1 of each year, 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. 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 the Union.
8. Except in cases of emergency, employees to be laid off for a period in excess of five (5) days will receive at least seven calendar days notice of layoff.
9. The University will continue its efforts to minimize seasonal layoffs. Therefore, when there are seasonal layoffs, 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.
11. It is recognized that the University must maintain a student work force to provide financial assistance to students and for the maintenance of services which cannot normally be performed by classified employees and for temporary situations when classified employees are not available. However, the University agrees that it will not employ students to displace employees covered by this Agreement nor will the University hire additional students in a manner to erode the strength of the Union.

When a reduction in the work force for a period exceeding five (5) work days becomes necessary in any department covered by this Agreement, the parties will meet in Special Conference in an attempt to minimize the impact of the layoff. The University will, in no case, hire additional students to displace regular employees; and, there will be an accompanying layoff of student employees.

ARTICLE 14 -- WORK BY SUPERVISORS

Supervisors 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.

Contract employees will not assume the duties of employees covered by this Agreement in such a way as to displace or cause the layoff of such employee.

ARTICLE 15 -- JOB POSTING AND TRANSFER PROCEDURE

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.

- A. In-Department Rundown--Should such job vacancy occur it will be filled in the following manner:
 1. The University shall post in the department wherein the vacancy occurs and deliver to the Union President a notice of vacancy which shall include classification, location of job, hours of work, pay range, 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.
- B. University-Wide Posting--If a job vacancy remains after completion of the procedure outlined in A, notice of the vacancy will be posted on designated University bulletin boards indicating that a vacancy exists. Details of the vacancy will be provided in the notice of 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.
- C. A vacancy may be filled on a temporary basis during the operation of the posting procedure by a temporary transfer.
- D. 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.
- E. An employee may exercise his classification seniority within his department for shift and location preference when an opening occurs within his classification. An employee who desires a change in shift or location within his department must make application in writing to his department head indicating the location and shift preferred. To be eligible for such a transfer, the employee must have made his written application prior to the run-down or University-wide posting. A transfer in shift or location under this procedure shall be limited to one per employee during any six-month period. The operation of "E" herein will take precedence and operate prior to any other section of this Article.
- F. It is understood that entry level positions will first be subject to the procedure outlined in E. The entry level opening which remains will then be subject to the procedures outlined in B (University-wide posting). When a posted entry level position is filled with an applicant from another department, another posting need not be made to fill that vacancy in the second department, provided it is an entry level vacancy.

ARTICLE 16 -- PROGRESSION SCHEDULE - PHYSICAL
PLANT AND FOOD SERVICE

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

	<u>CLASSIFICATION</u>	<u>MINIMUM TIME IN CLASSIFICATION*</u>
Phase 1	Laborer	Six (6) months
Phase 2	Maintenance Repr. I	Eighteen (18) months
Phase 3	Maintenance Repr. II	Twenty-four (24) months**

*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:

	<u>CLASSIFICATION</u>	<u>MINIMUM TIME IN CLASSIFICATION</u>
Phase 1	Food Service Wkr. I	Nine (9) months
Phase 2	Food Service Wkr. II or Cook I	Eighteen (18) months
Phase 3	Cook II or Food Service Supr. I	Twenty-four (24) months

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 under-

stood, 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 under the terms of this Agreement 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 seven (7) calendar days after presentation and discussion of the grievance.

Second Step: Within nine (9) calendar days of the completion of the First Step, the grievance may be appealed by the employee and/or his chief steward to the administrative head of the unit. The appeal shall be in the form of a written statement of the grievance signed by the employee and the steward.

Signature(s) of the grievant(s) may be waived upon written approval of the Personnel Director. The written grievance shall include the nature of the grievance, the section of the Agreement alleged to have been violated and the specific 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 the grievance at the second step. The administrative head or his designated representative will give an answer in writing to the grievance within nine (9) calendar 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 nine (9) calendar 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 a copy 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 the Appeal Board and Arbitration clauses shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.
- D. If the appellant fails to process the appeal (including the selection of an Arbitrator) for a period of one (1) month, said appeal shall be dismissed and the grievance considered dropped by appellant.

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.

ARBITRATION

In the event the Appeal Board is unable to resolve the grievance, it may be appealed by the Union to arbitration within fourteen (14) calendar 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 requested of the Federal Mediation and Conciliation Service within fourteen (14) calendar 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.

TIME LIMITS

Any time limit set forth in the grievance procedure may be extended by mutual 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

The University shall continue to make available to regular full-time employees hospital/surgical, major-medical and life insurance coverages according to plans currently in effect, subject to the following specific improvements:

1. Life insurance: Effective July 1, 1973 the coverage will be increased from \$8,500 to \$10,000 for those employees who have completed 10 years of continuous service with Ohio University. Eligibility will be established once each year on July 1 for employees who have completed 10 years of service before July 1 of that year.
2. Hospital/surgical, major-medical for active employees over age 65, and their dependents: Effective July 1, 1973 coverage for this group will be improved to provide the same benefits, when coordinated with Medicare, as for employees under age 65; the employee and his dependent, if applicable, pays the Medicare premiums.

In the event of future Federal or State legislation which would require the University to provide specified group insurance coverage for employees, such coverage would not be pyramided on coverages already provided in this Agreement.

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. On March 1, 1973, and each January thereafter (for Food Service employees); and in July (for other employees), after the initial issue, additional uniforms will be issued depending on length of service of the employee as follows:

<u>Length of Service</u>	<u>No. of additional uniforms</u>
9 months or more	4*
6 months to 9 months	2
3 months to 6 months	1

- *1. A male employee shall have the option of selecting two (2) T-shirts for the fourth shirt.
- *2. A female employee may choose either four (4) pant suits or four (4) dresses.
- *3. Green pant suits will be the uniform for females who are placed in positions which, traditionally, have been held by male employees.

Employees will be responsible for the maintenance and laundry of the uniforms issued to them. The University will be responsible for administration of the program.

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

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 statutes 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 Central Food Facilities 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 the 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 -- 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 28 -- 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 29 -- 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 30 -- PARKING

The University will not change its policy of providing free parking for University employees during the term of this Agreement. A representative to be designated by the Union will be appointed to the University Parking Committee.

ARTICLE 31 -- MISCELLANEOUS

Written reprimands will be removed from employees' personnel files twelve (12) months after the effective date of the reprimand providing there are no intervening reprimands during the twelve (12) month period. Suspensions of five (5) days or less will be removed from an employee's personnel file two (2) years following the date of the suspension providing there are no intervening suspensions.

Housekeeping department shall schedule no more than four (4) working Sundays for any employee in any calendar year during the term of this Agreement. Any work in addition to the four herein mentioned shall be in accordance with Article 10 herein, Overtime, or additional regular Sunday schedules may be assigned on a voluntary basis.

ARTICLE 32 -- TERMINATION

- A. This Agreement shall continue in full force and effect, excepting Articles 5, 10 and 20, until and including November 16, 1974. 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. With regard to Articles 5, 10 and 20, such Articles shall continue in full force and effect until and including November 16, 1973. Thereafter they 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 these Articles of 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 provisions 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 SIGALL
S/DAVID LYONS
S/BEAULAH CARPENTER
S/FLOYD E. RITZ
S/SIDNEY SMITH
S/NORMA SHIELDS
S/DONNA KNOX

FOR THE UNIVERSITY

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

AGREEMENT
BETWEEN
OHIO UNIVERSITY
and
LOCAL 1699
SECURITY POLICE EMPLOYEES
AFSCME, AFL-CIO

EFFECTIVE

November 16, 1972 to November 16, 1974

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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 the 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 agreed upon and pledged that no "lockout" shall be invoked by the University and no slowdown or work stoppage of any form by employees shall take place during the term of this Agreement or any renewal thereof, nor shall there be any strike or threat of strike. The parties also agree that there will be no reservations, special circumstances, or exceptions warranting a lockout or strike; and that the established grievance procedure of this Agreement provides a mutually acceptable means for orderly settlement of all disputes that may arise and that each party will cooperate with the other to implement arbitration as set forth in Article 17 of this Agreement.

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. "Eligible employee" means a regular full-time or permanent part-time classified employee who has completed 90 days of the probationary period following original appointment on last date of hire.

Any 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.

Employee	
Name _____	S. S. No. _____
Last First Middle	
<p>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.</p>	
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 policemen, dispatchers and institutional security personnel, but excluding all students.

casual or temporary employees, administrative employees, office clerical employees, professional and supervisors as defined in the National Labor Relations Act, and all other employees.

The term "supervisor" for the purposes of this Agreement, means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

All provisions of this Agreement shall apply only to employees and departments in the Agreement Unit unless specifically stated otherwise.

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 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, where practicable.

To the above work week may be added an additional $2\frac{1}{2}$ hours of work (5 consecutive days of $8\frac{1}{2}$ hours). Employees electing such a schedule must do so by registering such option with the Director of Security before each calendar quarter. Nothing in this subsection shall be construed to prevent the University from scheduling necessary overtime. The optional $2\frac{1}{2}$ hours work per week will terminate if between November 16, 1972, and November 16, 1973, the Ohio Legislature should pass new legislation providing a general pay increase for Agreement Unit employees.

- 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 following procedure will be used for assignment and equalization of overtime:

1. Sign up sheet for detail put on board with number of units required.
2. Volunteers sign up.
3. Number of units needed will be selected from those that sign up with the units with the least amount of overtime being chosen (if 2 units should happen to have the same amount of accumulated overtime the senior unit would be selected.)
4. A newly hired unit would be put into the system and charged with the highest single amount of overtime hours on the record.
5. Overtime records would be kept for the fiscal year. Everyone would start at zero on each July 1.
6. If not enough units volunteered for a detail the necessary number, from those available to work, needed to complete the detail would be assigned in line with the procedures outlined in paragraph 3.
7. No refused time would be recorded or considered.

ARTICLE 12 -- CALL-IN PAY - REPORTING PAY

Employees who are called in to work off-schedule shall be guaranteed a minimum of four (4) hours work at the applicable rate of pay, except in cases where call-ins are scheduled for the purpose of fulfilling training requirements in which cases the minimum guarantee is three (3) hours of work. This provision does not apply when call-in hours are contiguous with a regular shift assignment.

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. The following seniority definitions will apply:
 - A. "Classification seniority" is the employee's length of continuous service in his current classification.
 - B. "Department seniority" is the employee's length of continuous service since the date of his last assignment to the department in which he is currently a member.
 - C. "University seniority" is the 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 year. 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.
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.

- 7
- 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 (5) calendar days, such reduction 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 department 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 the 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.

In proper cases, exceptions to this article may be made. Any challenge as 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 shall for purposes of layoff only, and during his period of office, be continued at work in the department, when one or more employees in the department remains at work, provided he is 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. On May 1 of each year the University will prepare a seniority list showing the seniority of each employee covered by this Agreement in the department. 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. 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 the seniority list, when prepared, shall be forwarded to the Union.
7. Except in cases of emergency, employees to be laid off for a period in excess of five (5) days will receive at least seven (7) calendar days notice of layoff.

8. The University will continue its efforts to minimize seasonal layoffs. Therefore, when there are seasonal layoffs, 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.
9. 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.
10. It is recognized that the University must maintain a student work force to provide financial assistance to students and for the maintenance of services which cannot normally be performed by classified employees and for temporary situations when classified employees are not available. However, the University agrees that it will not employ students to displace employees covered by this Agreement nor will the University hire additional students in a manner to erode the strength of the Union.

When a reduction in the work force for a period exceeding five (5) work days becomes necessary in any department covered by this Agreement, the parties will meet in Special Conference in an attempt to minimize the impact of the layoff. The University will, in no case, hire additional students to displace regular employees; and, there will be an accompanying layoff of student employees.

ARTICLE 14 -- WORK BY SUPERVISORS

Supervisors 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.

Contract employees will not assume the duties of employees covered by this Agreement in such a way as to displace or cause the layoff of such employee.

ARTICLE 15 -- JOB POSTING AND TRANSFER PROCEDURE

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.

- A. In-Department Rundown--Should such job vacancy occur it will be filled in the following manner:

1. The University shall post in the Security office and deliver to the Union President 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.
- B. University-Wide Posting--If a job vacancy remains after completion of the procedure outlined in A, notice of the vacancy will be posted on designated University bulletin boards indicating that a vacancy exists. Details of the vacancy will be provided in the notice of 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 applicant who has the best qualifications and training necessary for the job under consideration, as determined by the Director of Security.
 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.
- C. A vacancy may be filled on a temporary basis during the operation of the posting procedure by a temporary transfer.
- D. An employee from another University Department will be considered for an announced job vacancy in the Security Division 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.
- E. An employee may exercise his classification seniority within his department for shift and location preference when an opening occurs within his classification. An employee who desires a change in shift or location within his

department must make application in writing to his department head indicating the location and shift preferred. To be eligible for such a transfer, the employee must have made his written application prior to the run-down or University-wide posting. A transfer in shift or location under this procedure shall be limited to one per employee during any six-month period. The operation of "E" herein will take precedence and operate prior to any other section of this Article.

- F. It is understood that entry level positions will first be subject to the procedure outlined in E. The entry level opening which remains will then be subject to the procedures outlined in B (University-wide posting). When a posted entry level position is filled with an applicant from another department, another posting need not be made to fill that vacancy in the second department, provided it is an entry level vacancy.

ARTICLE 16 -- 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

Employees of this unit shall comprise a separate district.

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, one of which shall be the District Steward (or Assistant) of the Security Division. 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 under the terms of this Agreement is defined as a dispute an employee or employees of 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 (Corporal) 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 seven (7) calendar days after presentation and discussion of the grievance.

Second Step: Within nine (9) calendar days of the completion of the First Step, the grievance may be appealed by the employee and/or his chief steward to the administrative head of the unit. The appeal shall be in the form of a written statement of the grievance signed by the employee and the steward.

Signature(s) of the grievant(s) may be waived upon written approval of the Personnel Director. The written grievance shall include the nature of the grievance, the section of the Agreement alleged to have been violated and the specific 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 the grievance at the second step. The administrative head or his designated representative will give an answer in writing to the grievance within nine (9) calendar 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 nine (9) calendar 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 a copy 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 the Appeal Board and Arbitration clauses shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.
- D. If the appellant fails to process the appeal (including the selection of an Arbitrator) for a period of one (1) month, said appeal shall be dismissed and the grievance considered dropped by appellant.

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.

ARBITRATION

In the event the Appeal Board is unable to resolve the grievance, it may be appealed by the Union to arbitration within fourteen (14) calendar 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 requested of the Federal Mediation and Conciliation Service within fourteen (14) calendar 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.

TIME LIMITS

Any time limit set forth in the grievance procedure may be extended by mutual agreement.

ARTICLE 17 -- 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 18 -- 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 19 -- INSURANCE

The University shall continue to make available to regular full-time employees hospital/surgical, major-medical and life insurance coverages according to plans currently in effect, subject to the following specific improvements:

1. Life insurance: Effective July 1, 1973 the coverage will be increased from \$8,500 to \$10,000 for those employees who have completed 10 years of continuous service with Ohio University. Eligibility will be established once each year on July 1 for employees who have completed 10 years of service before July 1 of that year.
2. Hospital/surgical, major-medical for active employees over age 65, and their dependents: Effective July 1, 1973 coverage for this group will be improved to provide the same benefits, when coordinated with Medicare, as for employees under age 65; the employee and his dependent, if applicable, pays the Medicare premiums.

In the event of future Federal or State legislation which would require the University to provide specified group insurance coverage for employees, such coverage would not be pyramided on coverages already provided in this Agreement.

ARTICLE 20 -- UNIFORMS

The University will continue its present program of issuing free uniforms to all members of the Security Police Force and allowing such employees an account of \$150 per year for the purchase of additional uniform items as authorized by the Director of Security. All uniforms will remain the property of Ohio University.

ARTICLE 21 -- 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 19 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 one employee during any one calendar year. Said leave shall be requested for such employee 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 statutes 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 19 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 22 -- 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 23 -- SAFETY COMMITTEE

An employee covered by this Agreement may serve as one of the members of the Safety Committee provided for by Article 26 of the Agreement between "Ohio University and Local 1699, Ohio University Employees."

ARTICLE 24 -- PARKING

The University will not change its policy of providing free parking for University employees during the term of this Agreement. A representative to be designated by the Union will be appointed to the University Parking Committee.

ARTICLE 25 -- 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 26 -- JOB DESCRIPTIONS AND CLASSIFICATIONS

Job descriptions and job classifications covering all positions in the Security Division will be provided to the administrative head and to the district steward, and any employee in the Division may review said descriptions and classifications upon request.

ARTICLE 27 -- 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 28 -- MISCELLANEOUS

Written reprimands will be removed from employees' personnel files twelve (12) months after the effective date of the reprimand providing there are no intervening reprimands during the twelve (12) month period. Suspensions of five (5) days or less will be removed from an employee's personnel file two (2) years following the date of the suspension providing there are no intervening suspensions.

ARTICLE 29 -- TERMINATION

- A. This Agreement shall continue in full force and effect, excepting Articles 5, 10 and 20, until and including November 16, 1974. 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. With regard to Articles 5, 10 and 20, such Articles shall continue in full force and effect until and including November 16, 1973. Thereafter they 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 these Articles of 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 provisions 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 SIGALL
S/DAVID LYONS
S/BEAULAH CARPENTER
S/FLOYD E. RITZ
S/SIDNEY SMITH
S/NORMA SHIELDS
S/DONNA KNOX

FOR THE UNIVERSITY

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

RESIDENCE AND DINING HALL
CURRENT AUXILIARY FUND
FINANCIAL FORECAST PREMISES
November 30, 1972

1. Closed Facilities

Howard Residence Hall was closed as of November 1, 1972, and Scott Residence Hall and Bryan Dining Hall will be closed at the end of this years Spring Quarter. All financial forecasts through 1978 reflect these closings.

2. Occupancy Levels - Students

		1971-72 Actual		1972-78 Forecast	
	<u>Capacity</u>	<u>Fall Quarter</u>	<u>Yearly Average</u>	<u>Fall Quarter</u>	<u>Yearly Average</u>
New South Green	1,715	1,704	1,602	1,648	1,549
All other	<u>7,141</u>	<u>6,737</u>	<u>6,333</u>	<u>6,494</u>	<u>6,104</u>
Total	8,856	8,441	7,935	8,142	7,653

Fall Quarter levels are based on the average number of students for the quarter. In 1971-72 the yearly average level was 94% of the Fall Quarter, which has also been used for future forecast purposes.

3. Rate Increases Needed Per Year For Debt Service Only

	<u>Amount</u>	<u>Percent</u>
1971-72	\$ 0	-
1972-73	\$ 0	-
1973-74	\$ 0	-
1974-75	\$90	6.9
1975-76	\$24	1.7
1976-77	\$ 0	-
1977-78	\$ 0	-

Forecast calculations were based on the above increases.

Increases in occupancy over and above the forecasted level of 8,142 students would reduce the \$90 rate increase needed in 1974-75, at varing levels depending upon opening of closed residence halls.

<u>Occupancy Increase</u>	<u>Approximate Net Savings</u>	<u>Yearly Rate Reduction</u>
150	\$150,000	\$17
300	\$225,000	\$28
450	\$325,000	\$40
600	\$400,000	\$48

4. Summary of Rates by Year

<u>Year</u>	<u>New South Green</u>	<u>All Other</u>	<u>Average</u>
1971-72	\$1,344	\$1,284	\$1,296
1972-73	\$1,344	\$1,284	\$1,296
1973-74	\$1,344	\$1,284	\$1,296
1974-75	\$1,434	\$1,374	\$1,386
1975-76	\$1,458	\$1,398	\$1,410
1976-77	\$1,458	\$1,398	\$1,410
1977-78	\$1,458	\$1,398	\$1,410

5. Operating Cost Increases

No cost has been included in 1972-73 for the possible retroactive legislative pay increase which would amount to approximately \$100,000.

The only cost increases included in the 1973-74 tentative budget are for civil service step, contract salary merit, employee benefits and utility increases. No cost has been allowed for purchase price increases.

No cost has been included for 1974-75 to cover purchase price, civil service step, legislative pay, legislative benefit, contract salary or union agreement increases.

Note - For every one percent increase in operating cost an approximate \$12 per year rate increase will be needed based on the projected capacity of 8,142 students in 1974-75.

6. Cost Analysis

The 1972-73 forecast was based on an analysis of prior years actual cost and year to date actual cost as of the end of October. All future projections were based on this analysis taking in to account the closing of various facilities and the operating cost increases listed above.

RESIDENCE AND DINING HALL
CURRENT AUXILIARY FUND
FINANCIAL FORECAST
November 30, 1972

	1971-72 <u>Actual</u>	1972-73 <u>Forecast</u>	1973-74 <u>Tentative Budget</u>
Income:			
Residence Halls	\$ 6,931,908	\$ 6,794,977	\$ 6,795,000
Dining Halls	4,812,508	4,715,462	4,715,400
	<u>\$11,744,416</u>	<u>\$11,510,439</u>	<u>\$11,510,400</u>
Operating Expenditures:			
Residence Life	566,375	603,078	588,000
Less General Fund Portion	<u>(150,000)</u>	<u>(145,000)</u>	<u>(145,000)</u>
Sub Total	416,375	458,078	443,000
Director of Residence Service	51,161	65,947	68,000
Housing Office	84,715	118,778	121,600
Upholstery and Sewing Shop	61,215	72,532	75,000
Laundry	157,824	132,511	137,000
Housekeeping	1,552,082	1,765,467	1,733,300
Food Service	4,030,238	4,304,979	4,231,800
Direct Maintenance	1,252,835	1,391,771	1,431,300
Capital Improvements	61,319	102,500	102,500
Other Administrative and Legal	126,599	145,732	97,800
General Fund Allocations	554,473	635,982	632,500
Reserves:			
Operating	-	32,000	32,000
Repairs and Replacements	178,977	198,540	198,500
Total Operating Expenditures	<u>\$ 8,527,813</u>	<u>\$ 9,424,817</u>	<u>\$ 9,304,300</u>
Net Income Before Debt Service	<u>3,216,603</u>	<u>2,085,622</u>	<u>2,206,100</u>
Debt Service:			
Interest on Interim Notes	763,933	154,423	-
Principal and Interest on Bonds	1,485,541	2,391,494	2,690,400
Debt Service Reserve	320,052	330,000	430,000
Total Debt Service	<u>2,569,526</u>	<u>2,875,917</u>	<u>3,120,400</u>
Net Income (Deficit)	647,077	(790,295)	(914,300)
Beginning Fund Balance	1,158,718	1,952,495	1,162,200
Appropriations	<u>146,700</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	<u>\$ 1,952,495</u>	<u>\$ 1,162,200</u>	<u>\$ 247,900</u>

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE November 29, 1972TO Dr. Claude R. Sowle, PresidentFROM Wm. Charles Culp, Vice President for Administrative ServicesSUBJECT RECOMMENDED CHANGES IN PARKING AND TRAFFIC REGULATIONS

Recommended changes to the Motor Vehicle, Traffic and Parking regulations, as approved by the Board of Trustees on September 12, 1972, have been initiated by the University Parking Committee and have subsequently been reviewed and approved by the senior administrators. To become effective, the changes require the approval of the Board of Trustees.

Attached are the specific pages of the regulations affected by the recommended changes with appropriate deletions and additions to be made indicated. The following recommendations are listed in the order in which they first appear in the regulations.

1. Recommended that the current regulation requiring the registration of all student vehicles be modified to require registration of student vehicles only if the vehicle is used or parked on University property. (Page 10, OU 1.08.A; page 12, OU 1.11.G.2)

2. Recommended that the current regulation prohibiting freshmen and sophomores from having a vehicle in Athens be eliminated. (Page 10, OU 1.08.B; page 12, OU 1.09.C.4)

The section of the regulations being repealed in its entirety reads: "Students of Freshman and Sophomore rank are prohibited from bringing a vehicle to the University campus and/or the Athens area. Freshman or Sophomore rank students who are married and/or who are commuting students are excepted from this restriction. A commuter student is defined as one who resides outside the corporate limits of the City of Athens."

WCC:kgc