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**ARTICLE 1
PURPOSE**

This agreement is entered into this first day of August 2006 by and between the University of Cincinnati, hereinafter referred to as the University, and Local #20 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the Union.

It is the intent and purpose of this agreement to achieve better understanding between both parties and to provide for the peaceful adjustment of differences which may arise.

**ARTICLE 2
RECOGNITION**

- A. The University recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this agreement on matters of wages, hours of employment, and other conditions of employment.
- B. Employees covered by this agreement are those listed by classification in Appendix 1.
- C. Excluded from the bargaining unit are:
 - 1. All other classified and unclassified positions either represented or not represented;
 - 2. New employees still within their probationary period;
 - 3. All other management, supervisory, and confidential health and safety employees as defined by Ohio Revised Code 4117.01.

**ARTICLE 3
NON-DISCRIMINATION**

- A. The University and Union reaffirms the policy that discrimination on the basis of race, color, religion, national origin, sex, sex orientation, handicap, status as disabled veteran or veteran of Vietnam era, or age will not be practiced in any of its activities. The University and the Union will take Affirmative Action as appropriate in its activities.
- B. The University and Union agree not to interfere with the rights of the employees, as defined by Ohio Revised Code 4117.03, paragraph (A) through (C), and not to discriminate with respect to Union memberships or activity.

ARTICLE 4
UNION SECURITY AND CHECKOFF

A. The University, for such employees who are members of the Union, and who sign individual checkoff dues authorizations furnished the by University for such purpose, shall deduct from the pay each month the Union dues and promptly remit the same to the Union. The current administrative charge for this service will be borne by the Union.

B. The Union further agrees to save the University harmless from any legal action growing out of these checkoff deductions that may be instituted by any employee involved therein before a court, or any other body asserting or having jurisdiction, against the University and further agrees to reimburse the University for any financial payment adjudged by a court, or any other body asserting or having jurisdiction, against the University as well as costs and expenses involved in defense of any such action as set forth in this paragraph.

C. On the effective date of this Agreement, those employees within the bargaining unit who do not sign individual dues checkoff authorizations within the first sixty (60) days of regular employment shall pay to the Union, through payroll deduction, a fair share fee to the Union for the purpose of representation and collective bargaining. The fair share fee is automatic and does not require the employee to become a member of the Union nor shall the fair share fee exceed the dues paid by bargaining unit employees who are members of the Union. The fair share fee shall comply with all provisions of Ohio Revised Code Section 4117.09(C) and Ohio Administrative Code Section 4117-11-01. Within thirty (30) calendar days following the effective date of this Agreement, and by July 31 of each subsequent year of this Agreement, the Union shall certify to the Employer, in writing, the amount of the fair share fee. Upon such certification by the Union, the University shall deduct the amount of the fair share fee from the pay of each employee obligated to pay the fee and remit the fee to the Union in accordance with Section A of this Article. Any changes in the amount of the fair share fee must be provided to the Employer, in writing, no less than sixty (60) calendar days prior to the effective date of such change.

D. By the tenth day of each month, the University shall provide the Union with an alphabetical listing of all employees covered by this Agreement who were hired in the previous month, including their date of hire, classification, mail location and home address.

E. As an express condition to the University's agreement to the provisions of paragraph C, the Union agrees to reimburse the University for any of its attorney's fees or other costs arising from any claims, demands, actions, complaints, suits or other forms of litigation or actions taken by the University for the purpose of complying with the provisions of paragraph C with respect to the collection of fair share fees, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions by the Union. If the Union is a party, the Union's counsel shall be lead counsel during any litigation or arbitration concerning the fair share fee.

The University and the Union agree that both parties share the duty of establishing and maintaining a valid fair share fee procedure.

The Union's agreement to reimburse the University for its attorney's fees and costs is a quid pro quo for the University's agreement to paragraph C and its agreement to deduct fair share fees and Union dues.

ARTICLE 5 UNION REPRESENTATIVES

A. Union representatives shall be permitted reasonable access to work areas in order to conduct legitimate Union business, but only with prior approval by the Department Head or authorized representative.

B. The Union will have a maximum of five (5) stewards. A steward will be in each of the following areas:

1. Utility Plant - East Campus
2. Utility Plant – Central
3. West Campus (including satellites)
4. East Campus (Facilities Management-East)
5. Housing

The Union will determine the classifications that each steward will represent in the five (5) areas (B.1 through B.5 above) and so inform the Office of Employee Relations.

C. Time spent by the stewards in grievance handling, during their regularly scheduled hours, will be paid by the University. Stewards who lose time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time lost provided this allowance is not abused. All stewards will be considered to be on a regular eight-hour shift as far as grievance pay is concerned; no pay will be granted for grievance handling beyond the regularly scheduled hours nor will the University pay overtime for hours made up due to the interference of grievance handling during regular hours.

D. Stewards will inform their supervisor in advance of time needed away from the job to pursue representational responsibilities. However, no steward will leave the regularly assigned work area without first obtaining their supervisor's approval. Stewards or other Union representatives who wish to meet with an employee on University time will schedule appointments with the IUOE represented employee and the supervisor. It is understood that if such appointments interfere with operational needs, the steward/Union representative and the supervisor will cooperate in rescheduling the meeting. No employee will be denied reasonable access to their steward/Union representative. A

steward performing Union business shall be required to complete a Union business report provided by the University.

E. The Chief Steward shall be permitted to be present at all corrective action hearings and second step grievance meetings. Further, the chief steward shall be paid regular hourly rate for any time lost during the regular shift assignment for attendance at these meetings.

F. Stewards and/or employees released to serve on the Union negotiating committee shall be paid for all hours spent in negotiations with University representatives; however, no employee shall be paid more hours than he/she is regularly scheduled for that day. On days in which negotiations are being conducted between the parties, the employees on the Union negotiating committee shall be assigned to the day shift provided the Union notifies the University two (2) weeks prior of the need to make work schedule accommodations.

ARTICLE 6 MANAGEMENT RIGHTS

Except as specifically limited by the provisions of this agreement, the management of the University and the direction of the working force including the right to hire, promote, transfer, demote, layoff, discharge or discipline for cause in accordance with applicable policy regulations, is the responsibility of the University. In addition, the work to be performed, the location of the work, standards of performance, the methods or processes, the organization of departments and the amount of supervision, the decision to do or contract work are the responsibility of the University. It is further understood that nothing in this agreement shall be construed as delegating to others, the authority conferred by law on any University official, or in any way abridging or reducing such authority. The above statement of management rights is understood to be descriptive and explanatory and is not restrictive.

During the term of the Agreement, management shall bargain with the Union regarding the impacts and effects of the exercise of its rights on employees' terms and conditions of employment. The decisions which result in such impacts and effects are the exclusive rights of management to make and shall not be a subject of bargaining with the Union, unless the parties mutually agree to bargain. The parties shall bargain in good faith and attempt to reach agreement when bargaining over the impacts and effects of management's decisions. If no agreement is reached, management reserves the right to implement its decision provided such implementation results in no violation of this Agreement or University Rules or Policies.

**ARTICLE 7
NO STRIKE OR LOCKOUT**

A. During the life of this agreement, the Union agrees that it will not:

1. Call, institute, maintain, or conduct a boycott against the University or picket any place of business of the University, on account of any jurisdictional work dispute;

2. Induce or encourage any individual employed by any person to engage in a strike in violation of Chapter 4117 of the Revised Code or refusal to handle goods or perform services; or threaten, coerce, or restrain any person where an object thereof is to force or require any public employee to cease dealing or doing business with any other person, or force or require the University to recognize for representation purposes, an employee organization not certified by the State Employment Relations Board;

3. Induce or encourage any individual in connection with a labor relations dispute to picket the residence or any place of private employment of any public official or representative of the University;

4. Engage in any picketing, striking, or other concerted refusal to work without giving written notice to the University and to the State Employment Relations Board not less than ten (10) days prior to the action. The notice shall state the date and time that the action will commence and, once the notice is given, the parties may extend it by the written agreement of both.

In the event of a violation of this Section, the Union agrees it will publicly disavow the strike, or work stoppage, and order the strikers back to work. It is further agreed that the University has the right to discipline, including discharge, employees who violate this Section.

B. During the life of this Agreement, the University agrees that it will not lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or the employee organization to compromise or capitulate to the University's terms regarding a labor dispute.

**ARTICLE 8
DISCIPLINARY AND GRIEVANCE PROCEDURES**

A. Corrective Discipline/Discharge

1. An employee may be disciplined for the following reasons:
 - a. Violation of the Ohio Revised Code (124.34) as set forth in the statutory grounds for disciplinary action;
 - b. Violation of University policies, rules, and regulations, including but not limited to theft and/or dishonesty, whether they be statutory or promulgated by the Board of Trustees, and/or its officers, deans, directors, or other duly designated representatives. Such policies, rules, and regulations shall be made available to the Union.
2. An employee who receives an unsatisfactory performance evaluation shall be subject to re-evaluations until the performance is corrected or the employee is disciplined up through the action prescribed by Article 8, A.5.c. Evaluations may not occur within less than 30 working days of each other.
3. No employee who is subject to corrective discipline that, (except for failure to qualify at the end of the probationary period), immediately results in a reduction of pay, suspension, demotion or dismissal, shall be denied a hearing by a detached administrator prior to the imposition of said discipline. An employee may waive the hearing, in writing. A written waiver of rights to the hearing will subject the employee to the immediate imposition of the corrective discipline. Written reprimands may be imposed without a hearing and are subject only to the grievance procedure. Written conference reports are not subject to the grievance procedure. It is understood that a written conference report is not part of the progressive disciplinary process.

Discipline involving reduction of pay, suspension, demotion, or dismissal shall be imposed only after the hearing officer has issued findings and decisions, unless the employee had waived rights to a hearing as specified heretofore.

Should an employee decide to file a grievance over disciplinary action taken as the result of a hearing, such grievance shall be initiated at Step 2 of the grievance procedure within ten (10) working days of the personal delivery or certified mailing of the notice of disciplinary action.

Employees subject to all written corrective discipline, up to and including dismissal, shall receive notification of disciplinary actions in writing. Where there is

a hearing officer's report, the employee shall be notified of the decision with copies forwarded to the Union office.

4. Whenever an employee is to have a conference that may result in disciplinary action, the employee shall have the right to representation at the conference. Employees shall have the right to Union representation at all disciplinary hearings or may choose to present their own case with a Union representative present. It is the responsibility of the official initiating charges to ascertain that the employee's decision for representation is met prior to the date of the hearing.

5. The University reserves the right to terminate service for the following reasons:

- a. Voluntary resignation;
- b. Discharge for just cause as set forth in this Article, Section A, 1 & 2;
- c. Discharge after three (3) consecutive unsatisfactory performance evaluations;
- d. Failure to return from a leave of absence as set forth in Article 17;
- e. Failure to return from a layoff as provided in Article 10, Section C;
- f. A layoff which exceeds eighteen (18) consecutive months;
- g. Absence from work for more than three (3) consecutive scheduled work shifts without the employee's having contacted the supervisor or supervisor's designated representative. Should a question arise as to the employee's ability to contact any of those specified above within three (3) days, such matters shall be subject to the grievance procedure;
- h. Acceptance of another full-time permanent position while on authorized leave, or working another position on sick leave. This does not apply to employees working occasional jobs or part-time jobs while on vacation, holiday, or personal unpaid leave. Employees must be aware of and in compliance with the University's Collateral Employment Policy.
- i. Failure to return from a disabling injury or illness after more than twenty-four (24) months from expiration of sick leave and/or upon qualification of either Federal or State total disability. Workers' compensation disability may include an election not to use accrued sick

leave, in which case, the twenty-four (24) months begins with the diagnosis of disability.

6. Corrective actions shall not be considered in any subsequent determination of corrective action after twenty-four (24) months from the date of issue.

B. Grievance Procedure

If a dispute arises over the interpretation or application of any specific provision of this Agreement, it shall be defined as a grievance and handled as follows:

Step 1: Within ten (10) working days from the time an employee becomes aware of an alleged dispute, the employee shall meet with his/her supervisor to attempt to resolve the dispute. The supervisor shall respond within five (5) working days. If the employee is not satisfied with the supervisor's response, the employee may proceed to Step 2.

Step 2: The Union shall file with the University within ten (10) working days from the conclusion of Step 1, a complaint in writing on a form which provides all pertinent data concerning the grievance and the remedy sought. The steward shall meet with the supervisor and attempt to resolve the grievance. The immediate supervisor shall render a decision in writing within five (5) working days from the time the grievance was filed. One (1) copy of the decision shall be given to the Union and one (1) copy shall be given to the Department Head. If an unsatisfactory answer is received, the grievance may be referred to Step 3 by the Union through the submission of a written request and grievance to the Employee Relations Office within five (5) working days. If the grievance is unanswered at the expiration of five (5) working days, the complaint may be referred to Step 3. NOTE: IUOE stewards will submit all grievances they are requesting be moved to Step 3 of the grievance procedure to their Chief Steward, who will then forward the grievance to the Office of Employee Relations.

Step 3: The University's designated representative shall meet with the employee and Union representative within ten (10) working days from the date notice was received that the grievance was not resolved under Step 2. The parties shall attempt to resolve the grievance at this meeting.

The designated representative from Employee Relations shall render a decision in writing to the employee with a copy to the Union and to the department within five (5) working days from the date the meeting was held.

Step 4: Any grievance which remains unsettled after having gone through Steps 1 and 3 may be submitted to arbitration upon written request of either the Union or the University, provided such request is made within thirty (30) days after the Step 3 decision of the University.

The parties shall agree upon a pool of ten (10) FMCS-qualified arbitrators. For the duration of this agreement, arbitrators shall be selected by alternatively striking from randomly drawn panels of five (5).

The decision of the arbitrator shall be final and binding. Should either party fail to adhere to such decision, the other party reserves the right to enact any action necessary to obtain compliance with such award.

Such arbitrator shall have no authority to alter in any way the terms and conditions of this agreement and shall confine the decision to a determination of the facts and an interpretation and application of this agreement.

The fee and other expenses of the arbitration and arbitrator shall be shared equally. Each party shall bear its own expenses in these arbitration proceedings.

A grievance shall be deemed waived by the employee and the Union unless such grievance is presented in writing to the University in accordance with the grievance procedure.

The time limits set forth herein may, by mutual consent, be extended for a reasonable period of time. Such requests and approval shall be in writing.

ARTICLE 9 FILLING OF VACANCIES

A. The following language on promotion and the filling of vacant positions is the sole source of rights and obligations of the parties to this contract in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to promotions and the filling of vacant positions. In the event any of the vacancies are considered underutilized in minorities and/or females, the University may apply its Affirmative Action Program. The Affirmative Action Program is not subject to the grievance procedure.

B. Vacancies in any positions above the lowest classification shall be filled as practicable by the promotion of present employees. Such vacancies shall be posted in appropriate locations for a period of seven (7) calendar days. A copy of the posting shall be given to the Union.

C. Initial applications for promotional opportunities will be accepted only from those qualified employees holding the next lower classification within the established job ladder within the bargaining unit. The promotion of Apprentices is addressed by Article 23, Apprentices.

Employees serving in their original probationary period shall not be eligible for promotion or transfer.

Where no internally qualified promotional applicants are available, Service Center procedures shall be utilized. External recruiting and hiring procedures shall prevail; only non-bargaining unit candidates or external candidates can apply for vacancies posted to the open list.

D. Promotions of employees will be based on competitive examination, past work performance, attendance, experience and qualifications. The selection should be made from the three (3) most senior qualified candidates. Promotions for all vacant bargaining unit positions shall be based on classification seniority.

E. An employee who is promoted within the bargaining unit and subsequently fails the promotional probationary period may return to their former classification within the bargaining unit if a vacancy in the former classification exists. If no vacancy exists the employee will displace the least senior employee in the former classification and shall receive the salary level (rate of pay) previously received in the former classification.

F. An employee who is promoted from outside the bargaining unit to a classification within the bargaining unit and then fails the probationary period will have no further rights in the bargaining unit.

G. When a vacancy occurs within the bargaining unit, the employee with the most classification seniority within the vacant classification shall have the opportunity to transfer into the vacant position before promotions are made. It is understood that no more than two (2) transfers within the classification will be permitted when this right is exercised. Thereafter, the vacant position will be filled by promotion. Employees who are so transferred will serve a six (6) month probationary period.

H. The University will post all potential transfer and open positions at the same time. Positions will be filled in the order they are created. Employees must apply for each vacant bargaining unit position for which they are interested.

It is through this process that the location in which the open position will be filled is determined.

Selection of shift assignment, when a vacancy occurs, will be by qualifications and classification seniority.

**ARTICLE 10
REDUCTION IN FORCE (LAYOFF) AND RECALL**

A. The following language on reduction in force (layoff) and recall of Union employees is the sole source of rights and obligations of the parties to this contract in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to reduction in force (layoff) and recall of Union employees. The University reserves the right to abolish or freeze positions, as it deems appropriate. However, in the exercise of this right, the University will attempt to preserve promotional opportunities for bargaining unit members.

B. In the reduction in force (layoff) and recall of Union employees, excluding Apprentices, University seniority shall prevail as follows:

1. For reduction in force within the bargaining unit, employees having the lowest University seniority within the classification identified for reduction will be laid off.
2. Where employees are subject to a reduction in force, the University shall have the right to prioritize the layoff by:
 - a. Filling existing open positions within the bargaining unit or equal classification so long as the employee is capable of performing the work to be done, or,
 - b. Displacing lower seniority employees in the next lower classification or succeeding lower classifications within the established job ladder. Vacant positions within these lower classifications shall be filled first.
 - c. In the event of a tie in University seniority, a draw of cards will determine who will be laid off. The employee(s) drawing the lowest card(s) will be identified for layoff, subject to the provisions of Article 10, B.2.
 - d. For the purpose of layoff and recall, the classification of painter/plasterer and plasterer shall be considered one (1) classification.
 - e. For the purpose of layoff and recall, the classification of carpenter/painter and carpenter shall be considered one (1) classification.

3. The bargaining unit member(s) who is subject to reduction in classification through displacement and/or layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of the action. The letter shall contain the effective date of the reduction in classification and/or layoff, reference to the recall and grievance procedures contained in this contract.

4. Employees who choose not to accept a change in classification as a result of a job abolishment/displacement shall thereafter waive any rights to further displacement and are to be terminated.

5. A reduction in force that does not exceed one (1) week may be made without following the procedures outlined above. The University agrees that it will not exercise this provision more than once in each contract year.

6. The provisions of Article 23, Section E, shall apply for reduction in force of Apprentices.

C. Notice of re-employment (recall) to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If undeliverable, the University's obligation shall be considered to be fulfilled. The recalled employee must notify the University within five (5) working days of the date of receipt of notice of their intention to return to work. The date for returning to work shall be determined by the University. Failure to return from layoff shall subject the employee to termination of service pursuant to Article 8, A.5.e.

D. The obligation to recall employees after a full eighteen (18) months of layoff shall cease pursuant to Article 8, A.5.f.

E. The recall of employees laid off or reduced to a lower classification shall be in reverse order of layoff or reduction to a lower classification.

F. University seniority shall mean the length of time measured in continuous years, months and days of service an employee has with the University of Cincinnati.

G. If an employee is displaced to a lower classification due to reduction in force, the employee shall return to the previous classification as soon as the University determines that a vacancy exists.

ARTICLE 11
HOURS OF WORK AND OVERTIME

A. Hours:

The normal work day shall consist of eight (8) hours of work with a thirty (30) minute non-paid lunch period, scheduled by the University. The normal work week shall be a forty (40) hour week, beginning at the start of the day Sunday, 12:01 a.m. and end at the corresponding time the following Saturday, 12:00 p.m. (midnight). The normal work week shall consist of five (5) normal work days, except where there shall be variable hours by mutual agreement between the Union and Management. It is understood that all hours worked will be credited to the day the shift starts, excluding overtime hours which will be credited to the day actually worked.

B. Overtime:

The rate of one-and-one-half (1 1/2) times the regular rate of pay shall be paid in each of the following instances:

1. For all hours in active pay status in excess of forty (40) hours in any work week for which overtime has not previously been earned.
2. For all work performed on a holiday as defined in Article 13.
3. The rate of double (2) times the regular straight time worked will be paid for all hours worked on the second scheduled off day in a scheduled shift, provided that the first scheduled off day was at a rate of one-and-one-half (1 1/2) times the regular straight time rate. In addition, double time shall be paid for all consecutive hours of work in excess of the equivalent of the employee's regular shift hours + 8.
4. The payment of overtime rates for any hour eliminates that hour for any other overtime calculation. The University will make every reasonable effort to distribute overtime equally among employees in their respective classifications within the zone or area. An overtime list will be posted every two (2) weeks. Overtime refused will be counted as overtime taken for the purpose of accounting for the distribution of overtime. Should the overtime be refused by all employees on a given shift, the University reserves the right to require overtime as necessary. Employees scheduled to work overtime but who report in sick will have their scheduled overtime canceled and no such leave with pay or any other pay is given for this time. In addition, the employee may be subject to disciplinary action due to such call-offs.

C. Continuous Shift Lunch

Employees who must continuously monitor their duty station shall have a one-half (1/2) hour lunch period built into their eight (8) hour shift, and this lunch period shall be scheduled as close to the middle of the work shift as possible. It is understood that such employees are on duty while eating and may have to respond to duty requirements.

D. Callback:

Whenever an employee is called in to work at a time other than the regular work schedule, the employee shall be guaranteed four (4) hours call-back pay at the appropriate rate of pay. It is understood that voluntary participation at meetings will be excluded from call back eligibility.

E. Schedule Change:

Should the University make a permanent change to an employee's work schedule, the employee shall receive seventy-two (72) hours notice. A permanent shift change is one without a specific ending date. It is the University's intent, whenever practicable, to provide seventy-two (72) hours notice of temporary schedule changes.

F. Compensatory Time:

An employee may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate, at a time mutually convenient to the employee and administrative supervisor within one hundred and eighty (180) days after such overtime is worked.

An employee who is not overtime exempt and is required to work on a day designated as a holiday, may elect to take compensatory time off at time-and-one-half (1 ½).

ARTICLE 12 SHIFT DIFFERENTIAL

A. Employees working a shift ending between 6:01 p.m. and midnight, 12:01 a.m., shall receive shift differential of seventy-five cents (\$.75).

B. Employees working a shift ending after 12:01 a.m. and before 8:00 a.m., shall receive shift differential of eighty-five cents (\$.85).

C. If circumstances require an employee or crew to work a special shift work, the differential shall be paid, starting with the day of such assignment. Each person is to be scheduled no more than two (2) different work shifts in one (1) week (excluding overtime work).

D. If an employee is working on the day shift and is asked to work the second shift, the employee shall receive second shift night differential. If an employee is working the second shift and is asked to work the third shift, the employee shall receive third shift night differential. If an employee is working the third shift and is asked to work the day shift, the employee shall receive third shift differential. In all such cases, the referenced shift premium will be paid for all hours worked after the end of the employee's regular scheduled shift provided the employee is covering for a person on the following shift.

ARTICLE 13 HOLIDAYS

A. Employees are entitled to ten (10) paid holidays as declared and observed by the University.

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Day after Thanksgiving |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. Extra Christmas Day |

B. When a holiday falls on a weekend day the University reserves the right to observe that holiday on a weekday. The "extra" holiday at Christmas shall be observed the weekday either before or after the scheduled Christmas Day observance.

C. In order to receive holiday pay, an employee must perform work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday except in case of approved and scheduled paid time off. The University may require proof of any illness occurring the day before or after any holiday where there is a claim for paid time off. The University will not pay for the holiday if there is unpaid absence the day before or after the holiday.

D. Shift workers, and those engaged in seven (7) day week operations who are scheduled to work on a holiday, shall be compensated in pay at time-and-one-half (1 1/2) for hours worked. In addition, they will receive straight time compensation for the holiday.

E. Employees who are working on a schedule consisting of four (4) ten-hour days per week shall, if eligible in Paragraph C above:

1. Be paid ten (10) hours of holiday pay if the holiday falls on a scheduled workday.
2. Be paid eight (8) hours of holiday pay if the holiday falls on a scheduled off day.

ARTICLE 14 PYRAMIDING

Premium payments shall not be duplicated for the same hours worked under any of the terms of Article 11 through 13 inclusive of this Agreement.

**ARTICLE 15
VACATION**

A. All regular, full-time employees shall be entitled to the following amount of vacation per year:

<u>Length of Continuous University Service</u>	<u>Vacation Accrual</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Accrual</u>
Less than 1 year	*See footnote	3.08 hours	10 days (80 hours)
1 year but less than 8 years	10 days (80 hours)	3.08 hours	30 days (240 hours)
8 years, 0 days		(One time+ 40.04 hours)	
8 years but less than 15 years	15 days (120 hours)	4.62 hours	45 days (360 hours)
15 years, 0 days		(One time+ 40.04 hours)	
15 years but less than 25 years	20 days (160 hours)	6.16 hours	60 days (480 hours)
15 years but less than 25 years and most recent hire date was before 7/1/77	22 days (176 hours)	6.77 hours	66 days (528 hours)
25 years, 0 days		(One time+ 40.04 hours)	
25 years or more	25 days (200 hours)	7.70 hours	75 days (600 hours)

*Footnote: Vacation may be taken as accrued only after six (6) months or more of continuous University service.

B. For all employees hired before July 1, 1984, length of continuous University service is defined to be the length of service with the State of Ohio. For all other employees hired on or after July 1, 1984, continuous University Service shall be as defined by Article 10, Section F, of this Agreement.

Part-time University service is counted for the purpose of determining length of continuous University service.

C. Employees transferring into a position covered by this Agreement after July 1, 1984, transfer the balance of all accrued but unused vacation to the new position. Upon transfer, such employees shall be subject to the vacation schedule and the accrual rate will be determined by the length of continuous University service.

D. For purposes of scheduling only, the vacation year shall be defined as beginning on April 1 and ending on March 31 each year. Vacations shall be scheduled by the University and preference as to vacation dates will be given to employees in accordance with their classification seniority until all employees have chosen one (1) time. This procedure will repeat for second, third, etc., choices. Requests for vacation preference must be submitted in writing during January and February of each calendar year for the vacation year beginning on April 1.

If two or more employees have the same classification seniority, their last University hiring date shall determine the vacation priority; if the hiring dates are the same, the alphabetical order of the employees' last names will be the determining factor.

The scheduling of vacation days must have the approval of the University.

E. Upon separation from the University, an employee shall be paid for any accrued but unused vacation not in excess of the maximum accrual allowed. No payment for unused vacation shall be made to an employee having less than one (1) year of University service.

F. An employee reinstated from retirement to their former position receives a vacation accrual rate based on the accrual rate prior to retirement, and retains credit for service prior to retirement for purposes of determining the vacation accrual rate.

G. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the maximum accrual rate for three (3) years. Such excesses shall be eliminated from the employees' leave balances.

**ARTICLE 16
SICK LEAVE**

- A. All full-time employees are eligible for paid sick leave after the end of the original probationary period.
- B. Employees reinstated from reduction in force (layoff) shall be credited with any accumulated sick leave balance remaining at the end of their previous service.
- C. No employee hired, reappointed, or reinstated on or after July 1, 1985 will be permitted to transfer or carry forward any sick leave balance previously earned except as provided in Section B above.
- D. The following sick leave program will apply to bargaining unit members:
1. Sick leave entitlements shall be credited for use in the following manner:
 - a. Seven (7) days shall be credited to a yearly short term pool as of the first full pay period in January of each year and shall not be accumulated in the long term sick leave pool. Employees hired after January 1 will have their short-term sick leave credit prorated based on the percentage of the year in active employment at the University.
 - b. Eight (8) days sick leave shall be accrued at a rate of 2.47 hours per pay period for credit to a cumulative extended sick leave pool beginning the first full pay period in January of each year. The maximum accumulation of extended sick leave credit will be unlimited. Extended sick leave shall not be used as short-term sick leave.
 - c. Sick leave for part-time employees will be prorated according to the percentage of the full-time appointment.
 2. Employees may use sick leave from the short-term sick leave pool for illnesses of one (1), two (2), or three (3) days in duration without a doctor's certificate so long as a balance remains in the pool. Employees may use their short-term sick leave pool in case of bereavement for non-relatives.
 3. Employees will be entitled to use sick leave from the extended sick leave pool for illness on the fourth (4th) work day of continuous absence and thereafter or on the first (1st) day of illness in accordance with Section 5(d), so long as there is a balance of sick leave remaining in the pool. Use of the extended sick leave pool shall:

- a. Be conditioned upon a doctor's certificate of illness indicating the necessity of the absence as well as the estimated date for the return to work;
- b. Not be permitted for the first three (3) days of any absence (illness or injury);

The University may allow the retroactive use of unused accrued vacation for the first three (3) days of absence (illness or injury) when the short-term sick leave pool is exhausted and only when the extended sick leave pool is in use.

4. Any balance of sick leave that remains in the short term sick leave pool on the close of business the last pay period of the year, shall be paid to the employee by the last pay period in February the following year. Employees may cash in a maximum 100% of twelve (12) days per year during the designated period. Employees may, upon notification to the University by December 1, transfer the balance of short term sick leave remaining as of the last pay period of the year to the extended sick leave pool, to the short term bank, to a maximum accrual of twelve (12) days, in lieu of payment as provided above.

5. Extended sick leave can be used upon receipt of the appropriate doctor's certification, (Section 3.a. above) and with the approval of the department in any of the following instances:

- a. Sickness or off-duty injury (except in non-University employment) to the employee;
- b. Quarantine because of contagious disease;
- c. Absence for family sickness in the immediate household will only be approved when an employee's presence at home is absolutely essential. The burden of proof will be on the employee as to the essential nature of the absence. When an employee wishes to stay home because of illness in the family, but does not qualify under the above sections, vacation credit may be used with the department's approval;
- d. Access to the long-term pool will be permitted during the first three (3) days of absence in the following instances:

(1) The inpatient or outpatient treatment of an employee or family member by a medical or dental procedure at a hospital, emergency room or outpatient treatment center, including non-routine diagnostic procedures at the aforementioned facilities and surgical procedures in a doctor's office; however, treatments excluded include routine doctor

examinations and consultations, dental treatments by dentists and orthodontists, and treatments for minor ailments such as the common cold, a sore throat, the flu or similar gastrointestinal condition, and a headache.

(2) Follow-up treatments that are associated with and occurring within a reasonable period of a treatment that qualified under Subparagraph (d)(2) above or that qualified under this Subparagraph.

(3) With respect to the treatment of a family member, the employee's presence must be established to be essential.

(4) Bereavement in the immediate family, i.e., mother, father, spouse, children, grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, legal guardian, or other person that stands in the place of a parent (in loco parentis). Use of the long-term bank shall be for no more than five (5) days. Vacation credits or accrued compensatory time may be used for bereavement upon approval of the department when there is no balance remaining in the long-term sick leave pool.

(5) Illness or injury eligible for coverage under Worker's Compensation (on-the-job illness or injury).

e. The extended sick leave pool accumulation may be converted to cash upon death or retirement. The conversion shall be a maximum of one quarter (1/4) of one hundred and twenty (120) calendar days as provided in current University policy.

f. An employee who is absent from work due to a non-work related illness or injury and who has exhausted their long-term sick leave pool may, if requested, continue to be paid from their remaining short-term sick leave pool and/or vacation pool. Such elections must be in writing prior to exhausting long-term sick leave pool and such election is irrevocable.

E. The University must give the Union at least sixty (60) days notification prior to December 31 of any year, of its intent to discontinue this sick leave program. Should the program be discontinued, the University shall be bound to honor the payment of short-term sick leave balances remaining as of the last pay period of that year.

ARTICLE 17 OTHER LEAVES

A. Military

1. An employee ordered for a pre-induction physical shall be given time with pay for this purpose by showing the military orders to the employee's department head. Time taken for periodic physicals for reserve status training is not paid time.

2. All permanent employees of the University who are members of the Ohio National Guard, or members of other components of the armed forces of the United States, are entitled to a leave of absence without loss of pay for up to one (1) month in each calendar year during which they are performing service as required by their membership in the uniformed services. Further leave entitlements are also provided under federal and state laws.

All such employees who are ordered to the uniformed services for longer than a month based on an executive order of the President of the United States or an act of Congress are entitled to the difference between their gross monthly wages as University employees and the sum of their gross uniformed service pay and allowances for the monthly periods beyond the initial month each calendar year. No such supplemental pay is due if the employee's gross uniform pay and allowances exceeds the wages payable had the employee been in active status.

3. Employees will be allowed to continue the health and dental benefit coverage during their leaves of absence that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid.

4. Additional field training for which the employee volunteers and receives orders, will not be considered time in pay status. An employee may use accrued but unused vacation time to cover such absences, if approved in advance during bulk signup. Military leave, with or without pay as appropriate, must be granted by the department head after seeing orders from the proper military authorities. Payroll must be furnished a copy of the military orders.

5. An employee, who enters military service, must show his/her supervisor the military orders to active duty. Such employees should keep their money in the retirement system if they expect to return. Any employee who has been employed by the University and enters military service as a draftee or on first enlistment, is entitled, by law, to restoration of the employee's job if the employee reports within ninety (90) days after separation with an honorable release from active duty, or

release from hospitalization due to in-service injury or illness continuing after release from active duty for a period of not more than one (1) year.

Reservists and National Guardsmen on active duty for initial training for three (3) to six (6) months have thirty-one (31) days after honorable release from training duty, or discharge from hospitalization incidental to training in which to apply for restoration. This restoration must be made within thirty (30) days after the request is filed. An employee other than a former probationary employee shall be restored to their former title and to the salary step that would have been achieved. In any event, return to work shall be consistent with Title 38, Chapter 43 of the United States Code.

6. An employee who enters military service during their probationary period shall be credited with days worked toward the completion of that probationary period. However, upon returning from military service, he/she must complete the probationary period. The employee shall be restored to his/her former title, and his/her salary shall reflect all salary adjustments to the employee's former rate granted during military leave. Upon completion of the probationary period, the employee will then be advanced to the salary step that he/she would have achieved according to Section 9 of the United Military Training and Service Act.

B. Court Appearances:

1. An employee who is called and selected to serve on a jury or as a witness (as related to the University employment) will be excused with pay from any University duty whose hours conflict with the hours actually spent in connection with jury or witness service, provided the jury fee received by the employee is deposited with the University Cashier through their department. An employee who is selected to serve on a jury or as a witness as it relates to their University employment who normally works a second, third, or rotating shift, will have their schedule changed to Monday through Friday day shift while fulfilling the court responsibility. Employees will advise their supervisor of their possible jury duty or official summons at the time of receipt of the notification. (NOTE): If an employee is called upon to serve on a jury case that may require a lengthy schedule accommodation, the Union and the University will cooperate in developing scheduling alternatives.

2. When an employee is called as a witness in a private case, the employee is not paid unless the call arises from their University employment (e.g. observance of an accident while on the job; testifying from official records).

ARTICLE 18 WAGES

This Article on wages is the sole source of rights and obligations of the parties to this contract in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to wages. Employees will be paid in accordance with the classification and pay plan set forth in this Agreement.

A. Classification:

It is the responsibility of the University to establish and maintain a system of job classification specifications and concurrent wage and salary programs for the positions covered by this Agreement. Classification specifications will be prepared for each position covered by the agreement and these specifications will be maintained and updated as required by the University. Positions covered by this Agreement will be classified in accordance with normal and accepted practices of job classifications. Positions will be assigned to appropriate grades in accordance with position classification. All current authorized bargaining unit classifications are found in Appendix I.

B. Rates of Pay:

1. Effective July 1, 2007, the salary schedules will be increased by three (3%) percent of base rate of pay, exclusive of longevity. Effective July 1, 2008, the salary schedules will be increased by three (3%) percent of base rate of pay, exclusive of longevity.

2. For classifications that are assigned a two-step pay schedule, i.e., base rate and permanent rate, newly hired employees will begin at the base rate of pay for the appropriate classification. Promoted employees will begin at the base rate of the new classification or four (4) percent above the current permanent rate, whichever is greater. Salary adjustments will occur at the conclusion of a satisfactorily completed probationary period (see Section C.1 below) and as provided in Paragraph B,1. above.

C. Step-Up Procedures:

1. Newly hired employees who are on probation shall advance automatically upon satisfactory completion of their probationary period to the permanent rate of pay schedule.

2. Employees who are assigned duties for no less than one (1) pay period that constitute a different classification with a higher pay scale are entitled to an hourly pay supplement adjustment of his/her current hourly rate of the classification with the higher pay scale. Employees are eligible for this additional compensation only

for those hours worked in the classification with the higher pay scale. Where employees are temporarily assigned Lead Operator duties, beginning with the first hour of the assignment, they shall receive an hourly pay supplement equivalent to the rate of the Lead Operator.

3. Employees who are rehired after resignation or retirement will be considered as new employees for the purposes of determining pay. Employees who are rehired after layoff shall be restored to the relative pay held at the time of layoff.

D. The probationary period shall be six (6) months in duration from the date of appointment in each classification.

E. The pay rate for Apprentice Engineers shall be a percentage of the permanent rate of Stationary Engineer I as specified in Appendix II of this Agreement.

F. The University will conduct a market survey of the trades classifications in the bargaining unit. The results of that survey will be the sole subject for a re-opener in August 2008, with the results of that re-opener to be effective January 1, 2009.

ARTICLE 19 INSURANCE

A. The following Choice Benefits Plan will be provided to all bargaining unit members with an appointment level of .8 FTE or above. The Choice Benefits Plan is a cafeteria plan authorized under Section 125 of the Internal Revenue Code and is subject to all federal, state and local tax laws and any changes which may occur therein. Wherever "pre-tax contributions" are specified, they are not currently subject to federal and state income taxes but may be subject to city income taxes.

B. Eligibility

Permanent full-time employees appointed at .8 FTE or above are eligible for the Medical, Dental Plans, Employee Life Insurance, Family Life Insurance and Personal Accident Insurance and Long-Term Disability Insurance and Spending Accounts as described below.

1. Eligible family members include legally recognized spouse, unmarried dependent, natural, or adoptive and step children of whom the employee has permanent legal guardianship/custody are also eligible to age nineteen (19) provided the child meets dependency requirements under the IRS and lives with the eligible employee in a regular parent-child relationship. If the unmarried child is enrolled in school full time, the coverage will continue to the twenty-third (23rd) birthday. An eligible family member who loses coverage under this agreement

may continue individual coverage as provided for pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

2. The election option is offered annually during an enrollment period.

3. Description of Benefits

The descriptions of benefits contained herein are summaries and are not intended to cover all situations. Questions regarding specific benefit coverage will be controlled by the contract between the University and the appropriate insurance carrier. The Union may make a written request to the Director of Benefits to obtain a copy of the contract between the University and the appropriate insurance carrier.

C. Medical Plans

1. Eligible employees may elect only one of the following medical plans with coverage for the employee, employee plus one (1) dependent, or employee plus two (2) or more dependents. Both plans provide for coordination of benefits with other group insurance plans and may be secondary payors as a result. Plan benefits for medical services and prescription drugs are subject to exclusions and limits as defined by the plan. The terms and rates in effect January 1, 2006, shall remain in effect until January 1, 2008.

Effective January 1, 2008, an eligible employee whose spouse has access to medical coverage through another employer shall pay a \$25 monthly surcharge if the spouse opts to be covered through a UC plan.

2. Health Maintenance Organization

a. A Health Maintenance Organization (HMO) is available with a \$10 co-pay per office visit, a \$50 emergency room co-pay, and a prescription drug card. The plan provides comprehensive managed care, including preventive services and health care and early disease detection through a panel of participating providers. Employees will pay a premium contribution for HMO coverage based on a percentage of the monthly premium rate for the applicable level of coverage, i.e., single, double or family.

Effective January 1, 2008, employees will pay 7% of the HMO premium rate as established for the plan based on the applicable level of coverage, i.e., single, double or family.

The employee monthly contribution in 2008 will not exceed:

Single	\$ 32
Double	\$ 65
Family	\$100

Effective January 1, 2009, employees will pay 8% of the HMO premium rate as established for the plan based on the applicable level of coverage, i.e., single, double or family.

The employee monthly contribution in 2009 will not exceed:

Single	\$ 40
Double	\$ 80
Family	\$120

- b. Members of an HMO must choose a physician from among the panel of providers for all non-emergency situations in order for the services to be covered expenses. Prescription drugs are covered with an applicable co-payment of \$5.00 for generic; \$10.00 for brand formulary; \$20.00 brand non-formulary at participating pharmacies. Mail order will be available for a cost of two months co-pay for a three-month supply. Prescription drugs are subject to exclusions and limits as defined by the plan. When away from Cincinnati, the HMO will provide equivalent health care coverage for emergency and urgent care. The University will announce to employees the HMO provider and make panel information available prior to each annual enrollment.

3. Preferred Provider Organization

- a. A UCR Preferred Provider Organization (PPO) is available, providing comprehensive care, including some preventive care as well as the treatment of illness or injury.
- b. When participants receive services from approved doctors and facilities, most services are fully covered (except for those which require co-payments). When participants receive services from non-panel providers, they share in the cost through deductibles and co-payments, and co-insurance. Prescription drugs will be covered with a co-payment of \$8.00 for generic; \$15.00 for brand formulary; \$30.00 brand non-formulary per prescription, at participating pharmacies. Mail order will be available for a cost of two months co-pay for a three-month supply. Prescription drugs are subject to exclusions and limits as defined by the plan.

- c. A \$15 co-pay will be required for each office visit/medical treatment, and a \$75 co-pay will be required for each emergency room visit.

4. Medical Coverage Plan Premiums and Credits

- a. The difference between the University contribution and the cost for the plan elected by the employee will be paid by the employee through pre-tax payroll deductions. Plan costs and employee contributions are determined annually by the University and/or the Plan and communicated to participants during the annual enrollment period.
- b. The University's maximum monthly contribution for Medical Coverage will be determined annually based on the applicable employee contribution in effect for that plan year.

5. No Coverage

An eligible employee may waive medical coverage and receive a credit of one hundred dollars (\$100) per month provided that the employee certifies coverage by a spouse at the University or another employer. The credit may be received as cash in the paycheck, or may be applied to the cost of other benefits. The tax treatment of this option shall be in accordance with applicable tax laws.

D. Dental Plans

Eligible employees may select any one of five (5) dental plans for employee, employee plus one (1) dependent, or employee plus two (2) or more dependents as described below:

1. Option 1 – No Coverage

Employees may elect to waive dental coverage. However, if an employee waives dental coverage in a given year, the employee may only elect Option 2 the following year.

2. Option 2 – Basic

After an annual deductible of \$50 per person, \$150 per family, this plan pays 80% of covered preventive, diagnostic and restorative services and 60% of covered prosthodontic services to a yearly maximum of \$500 per person. Orthodontia is not covered.

3. Option 3 – Ortho

This dental plan provides 100% coverage for preventive and diagnostic services and, after an annual deductible of \$50 per person or \$150 per family, pays 80% of covered restorative services, 60% of covered

prosthodontic services and 50% of covered orthodontic services to a yearly maximum benefit of \$500 per person and to a lifetime orthodontic limit of \$1,000 per person.

4. Option 4 – High

This dental plan provides 100% coverage for preventive and diagnostic services and, after an annual deductible of \$25 per person or \$75 per family, pays 80% of other covered services to a maximum of \$1,000 per person each year. Orthodontia is not covered.

5. Option 5 – High Ortho Option

This dental plan provides 100% coverage for preventive and diagnostic services and, after an annual deductible of \$50 per person or \$100 per family, pays 80% of other covered services (restorative and major services) to a maximum of \$2,000 per person each year. Orthodontia services are covered at 60% (dependent children under the age of nineteen (19) only and to a lifetime orthodontic limit of \$2000).

6. Dental Plan Premium and Credits

- a. The University will contribute a monthly amount for each employee enrolled in dental insurance, equal to the employee only premium for Dental, Option 2. The employee will, if necessary, pay the difference in any excess monthly premium cost for the option chosen through salary reduction.
- b. Employees who waive dental coverage will receive a monthly credit of \$8, which may be used to purchase other benefits or which may be received in cash.
- c. If a managed care dental plan and/or managed care component is made available to other University employees during the life of this agreement, the plan will be made available to this bargaining unit as a replacement and/or enhancement for one or more of the dental options outlined in this section.

E. Flexible Spending Accounts

In accordance with applicable law, employees may make pre-tax contributions to either or both of two (2) flexible spending accounts. Participants shall elect contribution(s) to the account(s) during the annual enrollment period and may not change their contributions unless they have a change in family status.

Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld or, under current IRS rules, the unused funds will be forfeited.

1. Health Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to annual maximum of \$2400, to be used for reimbursement of medical expenses which are not covered by insurance. Eligible expenses are those currently recognized as deductible for federal tax purposes.

2. Dependent Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to an annual maximum of \$2500 for those filing single federal tax return or \$5000 for joint filing, to be used for reimbursement of dependent care expenses which are specified by IRS rules, but which are not claimed under the federal tax credit.

F. Group Term Life Insurance

1. Employee Coverage

- Option 1 - 1 times base annual salary
- Option 2 - 2 times base annual salary
- Option 3 - 3 times base annual salary
- Option 4 - 4 times base annual salary
- Option 5 - 5 times base annual salary
- Option 6 - 6 times base annual salary
- Option 7 - \$5,000
- Option 8 - \$50,000

2. Employee Life Insurance Premiums and Credits

- a. The University will contribute toward employee life insurance coverage a monthly amount not to exceed \$50,000 of the covered employee's monthly premium cost for Option 1. Should the employee select a more costly option, the employee will be required to contribute pre-tax the excess premium cost by salary reduction.
- b. An employee selecting Option 7 will receive a monthly credit equal to the difference between the University's premium costs, not to exceed \$50,000, for Option 1 and 7 which may be used to purchase other benefits.

3. Family Life Insurance

An employee may purchase life insurance coverage with after tax dollars for spouse and children in the amounts stated below, not to exceed 50% of the employee's coverage:

Insurance for Spouse

- Option A - \$ 5,000
- Option B - 10,000
- Option C - No coverage

Options for Children

- Option A - \$ 2,000
- Option B - 5,000
- Option C - 10,000
- Option D - No Coverage

4. Personal Accident Insurance

An eligible employee may purchase Accidental Death or Dismemberment Insurance (either single or family coverage) with after tax dollars in the amounts stated below:

- Option A \$ 50,000
- Option B 100,000
- Option C 150,000
- Option D No Coverage

G. Employee Long Term Disability Insurance

1. An eligible employee may purchase Long Term Disability Insurance, which will provide for 65% of pay if the employee becomes totally disabled. The benefits are payable after four (4) months of disability. Evidence of insurability is required if the employee does not enroll in LTD coverage when first eligible; coverage would then become effective upon acceptance by the insurance company.

2. If the employee elects LTD coverage, the University will contribute 50% of the cost of the LTD coverage with the remainder paid by the employee through after-tax payroll deduction. Employees who waive LTD coverage will not receive any additional credits.

H. Long Term Care Insurance

An eligible employee may purchase group Long-Term Care insurance, which provides for skilled and custodial nursing care, home nursing care and adult day care. Evidence of insurability is required if the employee does not enroll when first eligible, and is required for enrollment of the spouse, parents or parents-in-law.

I. Choice Benefit Plan Participation

1. Coverage eligibility in the benefits program will become effective the first of the month following twenty-eight (28) days of employment, subject to plan requirements for evidence of insurability.

2. Coverage for an employee returning from layoff, (recall) and/or military service shall be reinstated effective the first of the month following the employee's return to work.

3. In accordance with applicable law and the University's flexible benefits plan, an employee must notify the Service Center and complete required documents within thirty-one (31) days of a change in family status in order to change plans or level of coverage. Such changes will be effective as of the date of change in family status, provided timely application is made by the employee and the change is permitted by the plan.

4. If an employee is on an authorized non-medical leave without pay, the employee may continue medical coverage at the employee's own expense. The employee must request continuation of medical coverage through the Service Center upon granting of such leaves.

5. Failure to pay or discontinuance of payment of premiums will result in termination of coverage.

6. Employees who terminate coverage and who satisfy any due payments may renew membership on the first of the month following return to work and completion of a new enrollment.

7. The University will continue medical coverage for employees who are either on a paid leave or are on medical/disability leave without pay for six (6) months, provided the employee is enrolled in medical coverage at the start of such leave, and provided the employee pays the employee portion of the premium rate.

8. In the event the University changes insurance carriers or changes to or from being self-insured, the coverage subsequently provided shall be comparable to the coverage currently provided.

J. Insurance Discussions

The University agrees to provide written notice to the Union at least sixty (60) days in advance of significant changes being made to the medical coverage. The Union will notify the University, in writing, if they wish to meet and bargain the effects of the changes.

K. Reopener

In the event that the University in any fiscal year negotiates or grants to the SEIU, AFSCME, the ONA or to unrepresented employees a materially better economic package (wage increase plus the net value of the changes in health insurance coverage), the Union may reopen this Agreement for negotiations limited to the provisions of Article 19, C. In order to reopen, the Union must notify the University in writing no sooner than July 1 and no later than July 15 of that fiscal year. The parties agree to bargain in good faith for a period of thirty (30) days following receipt of the

notice to reopen. If the parties have not reached agreement during this period of time (or any agreed-upon extension), the Union may terminate this Agreement by giving written notice thereof no later than ten (10) calendar days after the expiration of the bargaining period.

L. Benefits Steward

The University shall recognize and provide paid release time for one (1) Benefits Representative to be appointed by the Union, to serve as a liaison with the Service Center. Where necessary, a monthly meeting will be scheduled with the Service Center Executive Director or designee to discuss unresolved benefits issues.

ARTICLE 20 RETIREMENT

Employees participate in one (1) of the following two (2) Retirement Systems based upon the regulations of the respective retirement systems, the employee's date of hire, and the one (1) time election option provided to existing employees effective July 1, 1977:

1. Public Employees Retirement System (PERS) of Ohio applies to persons hired on or after July 1, 1977.
2. City of Cincinnati Retirement System - applies to persons whose most recent date of hire was prior to July 1, 1977.

Eligibility and participation in either Retirement System is governed by the respective terms and conditions of that retirement system as established and amended by the respective governmental body.

Both the University and the employee contribute on behalf of the employee to the respective retirement programs. Employee contributions to both PERS and the City of Cincinnati Retirement System are made on a pre-tax basis.

The University shall not be held liable if the City of Cincinnati Retirement System or Public Employees Retirement System alters any of their respective retirement system provisions.

ARTICLE 21 GENERAL

- A. United Way and Savings Bond deduction authorizations may be submitted by a bargaining unit employee. These deductions can be started and stopped at any time by written notice to the Payroll Department.
- B. Tuition Remission
1. Permanent employees shall receive tuition remission benefits (for courses taken at the University of Cincinnati) as described in this article. Temporary employees are not eligible for tuition remission benefits.
 2. Full-time employees (and employees appointed at 80% FTE or more) are eligible for full remission of an amount up to the cost of six (6) regular credit hours per quarter. Full remission may be granted for all courses taken within the limits imposed by the department head, dean or vice president for those individuals working on a clearly defined degree program. Employees hired after July 31, 2000 shall be eligible to receive tuition remission benefits upon completion of the initial probationary period.
 3. A full-time employee's (and employees appointed 80% FTE or more) eligible family members may receive tuition remission benefits (remission of instructional fee and non-resident surcharge). Dependents of employees hired after July 31, 2000 shall be eligible to receive the following tuition remission benefits after the employee has completed two (2) years of service.
 - a. Full remission for the employee's spouse.
 - b. Full remission for the employee's unmarried and financially dependent children. Such children are also eligible for remission of 25% of the cost for private music lessons taken for credit as electives and remission of 50% of the instructional fees for children enrolled at Arlitt Child Development Center's nursery school program.
 - c. Eligible family members include the employee's spouse and unmarried dependents as follows:
 1. unmarried child under age 19 (this includes stepchildren, foster children and other children who are your IRS dependents and live with the employee in a regular parent-child relationship).
 2. unmarried child between age 19 and 25 who lives with the employee and is the employee's IRS dependent;

3. unmarried child between age 19 and 25 who is a full-time student and is the employee's IRS dependent;
 4. spouses and unmarried dependent children of former employees who died while in the active service of the University
 5. Spouses and unmarried dependent children of former employees who are retirees of the University and who received a retirement annuity or who became completely disabled while in the service of the University.
4. Part-time employees appointed less than 80% FTE who receive regular compensation for their services and have completed the initial probationary period are eligible for remission of any amount up to the cost of three (3) regular credit hours per quarter for themselves only.
5. If an employee or eligible dependent withdraws from a course outside the University time frames for tuition reimbursement such employee or eligible dependent shall reimburse the University 100% of the cost of tuition remission paid on their behalf.
6. If an employee or eligible dependent receives a recorded grade of less than "D", "non-pass", "unsatisfactory" or "incomplete" and the "incomplete" is later changed to the grade of less than "D", such employee or eligible dependent shall reimburse the University 100% of the tuition remission paid on their behalf. If a recorded grade of "incomplete" is not replaced by a passing grade ("D" or better) within one year, the employee or eligible dependent shall reimburse the University 100% of the tuition remission paid on their behalf.
7. If reimbursement is not made to the University in accordance with Sections 5, and 6 of this Article, such employee shall be ineligible for participation in the tuition remission program until such repayments are made. If an eligible dependent fails to reimburse the University in accordance with Sections 5 and 6 of this article, such dependents shall be ineligible for further participation in the tuition remission program.
8. Special circumstances which present a hardship to an employee or eligible dependent regarding reimbursement shall be considered on a case by case basis consistent with established University procedures for students.
9. If the University changes the tuition remission benefits for unrepresented employees, either party may notify the other, in writing of its desire to reopen negotiations on the subject tuition remission only. In lieu of the impasse

procedures specified in Ohio Revised Code Section 4117.14(C), the parties agree to the following:

- a. Both parties agree to bargain in good faith for a period of sixty (60) days following receipt of the notice to reopen.
- b. At any time during this sixty (60) day period, either party may request the Director of the Federal Mediation and Conciliation Service to appoint a mediator to assist the parties in reaching an agreement.
- c. If the parties have not reached an agreement on the terms of a tuition remission program at the expiration of the sixty (60) day period, the University shall have the right to make the tuition remission program for unrepresented employees effective for bargaining unit employees and the Union shall have the right to strike, provided that it notifies the University of its intent to exercise this right ten (10) days prior to the expiration of the sixty (60) day period.

C. All employees may participate in credit Union programs where the University has an agreement.

D. Contracting of Work

It is recognized that the University of Cincinnati has statutory and charter rights and obligations in contracting for matters relating to its operations. The right of contracting or sub-contracting rights includes essential public needs where it is uneconomical for University employees to perform said work.

The University agrees that it will not lay off any employees who have completed their probationary periods and have regular employment status, because of the exercise of its contracting and subcontracting rights. It shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

E. If bargaining unit employees are required to use their personal vehicle to perform their duties, they will be paid mileage at the prevailing University mileage rate.

F. Materials required of Apprentices for course work, as listed by the Joint Apprenticeship Committee, will be paid for by the University.

G. The University will provide seven (7) sets of uniforms for all members of the bargaining unit. The employer will also have the uniforms cleaned and repaired at its expense.

H. The University will pay for renewals of Stationary Engineer licensures required as a condition of employment.

I. Emergency Closing Procedure

In the event that the University closes due to inclement weather or other emergencies and the University pays employees to stay or return home, members of the bargaining unit who are required to work because they are considered essential shall be compensated at a rate of two (2) times the regular hourly rate.

**ARTICLE 22
HEALTH AND SAFETY**

A. It is the responsibility of every department to provide adequately safe working conditions, tools, equipment, and work methods for its employees. The foreman or supervisor must correct unsafe conditions promptly. The Supervisor must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety equipment provided by their supervisor and to follow all the safety rules and safe working methods recommended for their safety.

B. In the event of an on-the-job injury, the immediate supervisor must assist the employee in obtaining prompt medical attention, assist the employee in preparing an injury report and other documentation required for applying for benefits under the workers compensation program and forward the report to Human Resources. The University physician will estimate necessary time off and report to Human Resources.

C. In the interest of the employee, University, and/or public welfare, supervisors may schedule employee medical examinations as necessary to discharge organizational requirements. Close coordination with Union leadership will be effected in taking such action.

D. A safety committee will be set up to regularly review safety problems affecting bargaining unit employees. Bargaining unit employees will be included on this committee.

E. The University will pay up to \$125 toward the cost of a pair of safety shoes as their replacement becomes necessary. The shoes must meet ANSI I-75/C-75 standards for safety shoes. Shoes must be purchased from a vendor who accepts a University purchase order form or purchasing card.

F. During the term of this Agreement, the University shall continue to monitor employees for exposure to asbestos or other hazardous materials through the University's Surveillance Program. In addition, the University will comply with OSHA regulation 29 CFR 1910.1001(l) for employees to whom this regulation applies.

ARTICLE 23 APPRENTICES

A. The apprenticeship standards as agreed upon by the University and Union on August 8, 1967, shall be the basis of the Apprenticeship Program. Apprentices will follow the terms as noted in the individual Apprenticeship Contract.

B. Should an Apprentice, before completion of the program, apply for a promotion to Stationary Engineer, the employee shall be required as a condition of continuing employment, to meet the following conditions:

1. Satisfy the qualifications of the higher position including the receipt of a passing grade on the competitive examination and acquisition of the appropriate license;

2. Continue to participate in the Apprenticeship Training Program in good standing until certified by the Joint Apprenticeship Committee as having completed the program;

3. Employees will be subject to a probationary period. Failure of the probationary period will result in termination.

Apprentices applying for any bargaining unit positions other than Stationary Engineer shall be subject to Article 9, Section C. Apprentices who are successful in acquiring bargaining unit positions other than Stationary Engineer, are required to meet the conditions outlined in Section B,1 and 2 above. Failure to meet the conditions of Section B,2 shall subject the employee having been promoted to discharge. Dismissal from the program shall also subject the employee to discharge.

C. If there is no opening for a Stationary Engineer to which a graduate Apprentice can be promoted, he/she shall be terminated three (3) months after written receipt of notification from the Joint Apprenticeship Committee of the Apprentices' Program graduation.

D. The University, at its discretion, may employ up to six (6) Apprentices.

E. Employees within the Apprenticeship Program shall be subject to reduction in force pursuant to the ratios established by the Joint Apprenticeship Committee. Regardless of individual continuous University seniority, reductions in force of Apprentices will be based on seniority within the Apprenticeship program. In case of same day employment within the program, the employee with less continuous University seniority shall be laid off first.

F. The University reserves the right to fill Apprentice positions that are vacated due to promotions, dismissals or resignations, on an "as needed" basis.

G. The University shall make every effort to rotate its Apprentices between its physical facilities. The University reserves the right to limit, stagger or otherwise manage such rotation in order to insure efficient operations.

H. Notwithstanding the eligibility requirements of Article 21(B)(2), Stationary Engineer Apprentices shall be eligible to receive tuition remission benefits for courses of study related to the Apprenticeship program immediately upon hire.

ARTICLE 24 LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established, which shall meet upon request by either party, but not more than monthly, unless otherwise mutually agreed upon, to discuss and resolve matters of mutual interest to the parties. The Committee shall consist of four (4) Stewards, four (4) University Managers, and one Labor Relations representative. With advance notification and by mutual agreement, additional personnel may be invited if their input is germane to the agenda. Each party shall submit items for the agenda not less than one (1) week prior to the scheduled meeting. Minutes of the meetings shall be kept and distributed to all committee members.

Specific grievances are not a proper subject for discussion in the Labor/Management meetings. The Committee shall have no authority to modify in any way the terms of this agreement.

ARTICLE 25 SAVINGS CLAUSE

If any article or section of the Agreement or any addition thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section of this Agreement and Addenda shall not be affected thereby, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 26
WAIVER**

The parties agree that binding changes to this Agreement can only be made through mutual agreement of their designated bargaining representatives and ratified, as required by the membership of the bargaining unit and approved by the University Administration.

**ARTICLE 27
EMERGENCY WAIVER CLAUSE**

In case of circumstances beyond the control of the University, such as an Act of God, war, flood, civil disaster, and other similar acts, affected portions of this Agreement will be automatically amended accordingly. In addition, and notwithstanding other articles of this Agreement, management reserves the right, during any such emergency, to assign or lay off employees to work without regard to their employment classification. Such assignments or layoffs may be subject to the grievance procedure upon termination of the emergency.

**ARTICLE 28
CLASSIFICATION**

A. In the event the University changes the specifications of a classification or creates a new classification, it shall immediately notify the Union. If the Union believes that the specification changes merit a change in pay grade, or disagrees with the pay grade assigned to a new classification, it shall so notify the University, and the parties shall meet to negotiate the classification's placement in a pay grade. If the parties are unable to reach agreement, the matter may be arbitrated, pursuant to grievance procedures. The University shall not reduce a classification's pay grade without the Union's agreement. The University may establish new classifications whose duties, skills and qualifications are different from an existing classification.

B. In conducting a job classification review, a Position Description Questionnaire (PDQ) is used to collect sufficient information about the position duties, responsibilities, and qualifications in order that an appropriate assignment of a classification and corresponding pay grade can be made by Human Resources. Under certain conditions, an on-site audit may be necessary.

C. Requests to reclassify a position should be based on a belief that duties, responsibilities, or qualifications of a position are such that it is inappropriately classified. No reclassification request will be reviewed within one year of the last review for the same position, except by mutual agreement of the University and the Union, unless the position's duties, responsibilities, or qualifications have changed.

1. Reclassification requests shall be made as follows:
 - a. The employee should complete a PDQ and submit it to his/her supervisor, who will then submit the PDQ through supervisory channels to Human Resources. The supervisor shall ensure that the PDQ is submitted to Human Resources, with appropriate signatures, within thirty (30) days of its submission to the supervisor. Upon receipt of the PDQ, Human Resources confirmation shall be sent to the employee which includes the date the PDQ was submitted to the supervisor and the date it was received by Human Resources.
 - b. Human Resources shall notify the employee's supervisor in writing of the classification and pay grade determination, including the reason for determination. A copy shall be sent to the employee and the Union. Human Resources shall make every effort to respond within one hundred-twenty (120) days of the employees' submission of the PDQ to his/her supervisor.
 - c. If the employee disagrees with the determination of Human Resources, he/she may, within fifteen (15) working days of the determination, appeal to Step 2 of the Grievance Procedure.

D. If Human Resources agrees to reclassify the position, the position shall be posted pursuant to Article 9.

ARTICLE 29 TERMINATION OF AGREEMENT

A. This agreement shall be in full force and effect from 12:01 a.m. August 1, 2006 to 12:00 midnight July 31, 2009 and shall continue from year to year thereafter unless written notice of desire to modify either party upon the other sixty (60) days prior to the date of expiration.

B. In lieu of the impasse procedures specified in Ohio Revised Code (ORC) 4117.14(C), the parties agree that the following procedures will be used in resolving an impasse reached pursuant to Section A of this Article.

1. The party providing notification pursuant to Section A above shall simultaneously send a copy to the State Employment Relations Board (SERB) along with a copy of the existing collective bargaining agreement.
2. During the period commencing at least 45 days prior to the expiration of the existing agreement, both parties agree to bargain in good faith in an effort to

reach a settlement by the expiration date of the contract. Further, the parties shall continue in full force and effect all the terms and conditions of this agreement without resort to strike or lockout, as provided in Article 7, until the expiration of this agreement.

3. Forty five (45) days prior to the expiration of this agreement, the party having given notice to modify or terminate shall be responsible for notifying the Director of the Federal Mediation and Conciliation Services that negotiations are underway but an agreement has not yet been reached.

4. Ten (10) days prior to the expiration of the agreement, the Union is required to notify the University of its intent to exercise its right to strike. The ten (10) day notice shall remain in effect should the parties mutually agree to a fixed or day-to-day extension of the expiration date. Failure to give notice subjects the Union to the continuation of the agreement pursuant to ORC 4117.14.

5. If no settlement has been reached by the parties five (5) days before the expiration of the existing collective bargaining agreement, and the parties have not already mutually done so, either party may request that the Director of the Federal Mediation and Conciliation Service appoint a mediator to assist the parties in reaching a settlement. The recommendations made by the mediator shall not be binding on the parties involved in this collective bargaining agreement.

6. Should the current contract expire, with or without notification from the Union of its intent to exercise its right to strike or without a mutual agreement by the parties to a fixed or day-to-day extension of the expiration date as provided in Paragraph 4 of this Section, it is agreed that the impasse procedures contained within Ohio Revised Code 4117.14 will not be used. It is further agreed, however, that should the contract expire under the conditions described in this paragraph, the ten (10) day prior notification is still required before a strike or lockout can be implemented.

APPENDIX 1

JOB CLASSIFICATIONS

POWER PLANT

(Stationary Engineer series as listed in descending order)

Chief Stationary Engineer
Stationary Engineer, Lead
Stationary Engineer
Boiler Repair Worker
Apprentice Stationary Engineer

(The pay rate for Apprentice Stationary Engineer shall be a percentage of the permanent rate of Stationary Engineer, See Appendix 2)

TRADES/MAINTENANCE

The University reserves the right to use multiple trade classification on composite crews for general construction and maintenance work. Individual tradespersons on composite crews may be required to assist Crew members, other than their own classification, on an infrequent basis.

Building Trades Leader – U.C. West
(Formerly BMSI Plumbing, Painting, Carpentry, effective 7/1/85)

Trade Series:

	Carpenter (Journeyman)	
**	Painter-Plasterer (Journeyman) includes minor glazing)	Plasterer (Journeyman)
**	Plumber-Pipefitter (Journeyman)	
**	Pipefitter-Welder (Journeyman)	Welder (Journeyman)
**	Mason-Cement Worker (Journeyman)	
	Insulation Technician	
	Building Trades Helper	
	Carpenter/Painter (Journeyman)	

**Dual Job – Employees hired prior to July 1, 1985 whose job classification is listed as a dual title (classification) shall continue to perform the duties assigned to them prior to July 1, 1985 unless insufficient work exists in their primary trade in which case they will be required to perform the duties of the secondary trade of the dual classification. Employees hired after July 1, 1985 in dual classified positions will be expected to perform responsibilities in both trades.

APPENDIX 2
Salary Schedule August 1, 2006 - July 31, 2007
0% ADJUSTMENT

	<u>8/1/2006</u> <u>APPRENTICE</u> <u>RATE</u>	<u>8/1/2006</u> <u>BASE RATE</u> <u>PROBATIONARY</u>	<u>8/1/2006</u> <u>BASE RATE</u> <u>PERMANENT</u>
Chief Stationary Engineer		\$ 23.85	\$ 25.59
Stationary Engineer		\$ 21.83	\$ 23.27
Stationary Engineer, Lead		\$ 24.19	\$ 24.66
Boiler Repair Worker		\$ 15.27	\$ 18.16
 <u>Apprentice Stationary Engineer</u>			
First 6 months (60%)	\$ 13.10		
Second 6 months (65%)	\$ 14.19		
Third 6 months (70%)	\$ 15.28		
Fourth 6 months (75%)	\$ 16.37		
Fifth 6 months (80%)	\$ 17.46		
Sixth 6 months (85%)	\$ 18.56		
Seventh 6 months (90%)	\$ 19.65		
Eighth 6 months (95%)	\$ 20.74		
 <u>MAINTENANCE</u>			
Building Trades Leader		\$ 15.17	\$ 19.26
 <u>TRADES</u>			
Carpenter (Journeyman)		\$ 15.27	\$ 18.16
Painter-Plasterer (Journeyman)		\$ 15.27	\$ 18.16
Plasterer (Journeyman)		\$ 15.27	\$ 18.16
Plumber-Pipefitter (Journeyman)		\$ 15.27	\$ 18.16
Pipefitter-Welder (Journeyman)		\$ 15.27	\$ 18.16
Welder (Journeyman)		\$ 15.27	\$ 18.16
Mason-Cement Worker (Journeyman)		\$ 15.27	\$ 18.16
Insulation Technician (Journeyman)		\$ 15.27	\$ 18.16
Carpenter/Painter		\$ 15.27	\$ 18.16
Building Trades Helper		\$ 10.67	\$ 11.77

APPENDIX 2
Salary Schedule August 1, 2007 - July 31, 2008
3% ADJUSTMENT

	<u>8/1/2007</u> <u>APPRENTICE</u> <u>RATE</u>		<u>8/1/2007</u> <u>BASE RATE</u> <u>PROBATIONARY</u>		<u>8/1/2007</u> <u>BASE RATE</u> <u>PERMANENT</u>
Chief Stationary Engineer		\$	24.57	\$	26.36
Stationary Engineer		\$	22.48	\$	23.97
Stationary Engineer, Lead		\$	24.92	\$	25.40
Boiler Repair Worker		\$	15.73	\$	18.70
 <u>Apprentice Stationary Engineer</u>					
First 6 months (60%)	\$		13.49		
Second 6 months (65%)	\$		14.62		
Third 6 months (70%)	\$		15.74		
Fourth 6 months (75%)	\$		16.86		
Fifth 6 months (80%)	\$		17.99		
Sixth 6 months (85%)	\$		19.11		
Seventh 6 months (90%)	\$		20.24		
Eighth 6 months (95%)	\$		21.36		
 <u>MAINTENANCE</u>					
Building Trades Leader		\$	15.63	\$	19.84
 <u>TRADES</u>					
Carpenter (Journeyman)		\$	15.73	\$	18.70
Painter-Plasterer (Journeyman)		\$	15.73	\$	18.70
Plasterer (Journeyman)		\$	15.73	\$	18.70
Plumber-Pipefitter (Journeyman)		\$	15.73	\$	18.70
Pipefitter-Welder (Journeyman)		\$	15.73	\$	18.70
Welder (Journeyman)		\$	15.73	\$	18.70
Mason-Cement Worker (Journeyman)		\$	15.73	\$	18.70
Insulation Technician (Journeyman)		\$	15.73	\$	18.70
Carpenter/Painter		\$	15.73	\$	18.70
Building Trades Helper		\$	10.99	\$	12.12

APPENDIX 2
Salary Schedule - August 1, 2008 - July 31, 2009
3% ADJUSTMENT

	<u>8/1/2008</u> <u>APPRENTICE</u> <u>RATE</u>		<u>8/1/2008</u> <u>BASE RATE</u> <u>PROBATIONARY</u>		<u>8/1/2008</u> <u>BASE RATE</u> <u>PERMANENT</u>
Chief Stationary Engineer		\$	25.30	\$	27.15
Stationary Engineer		\$	23.16	\$	24.69
Stationary Engineer, Lead		\$	25.66	\$	26.16
Boiler Repair Worker		\$	16.20	\$	19.27
 <u>Apprentice Stationary Engineer</u>					
First 6 months (60%)	\$	13.90			
Second 6 months (65%)	\$	15.05			
Third 6 months (70%)	\$	16.21			
Fourth 6 months (75%)	\$	17.37			
Fifth 6 months (80%)	\$	18.53			
Sixth 6 months (85%)	\$	19.69			
Seventh 6 months (90%)	\$	20.84			
Eighth 6 months (95%)	\$	22.00			
 <u>MAINTENANCE</u>					
Building Trades Leader		\$	16.09	\$	20.43
 <u>TRADES</u>					
Carpenter (Journeyman)		\$	16.20	\$	19.27
Painter-Plasterer (Journeyman)		\$	16.20	\$	19.27
Plasterer (Journeyman)		\$	16.20	\$	19.27
Plumber-Pipefitter (Journeyman)		\$	16.20	\$	19.27
Pipefitter-Welder (Journeyman)		\$	16.20	\$	19.27
Welder (Journeyman)		\$	16.20	\$	19.27
Mason-Cement Worker (Journeyman)		\$	16.20	\$	19.27
Insulation Technician (Journeyman)		\$	16.20	\$	19.27
Carpenter/Painter		\$	16.20	\$	19.27
Building Trades Helper		\$	11.32	\$	12.49

APPENDIX 3

WAIVER OF ADMINISTRATIVE HEARING

I, _____, choose to waive my right to an Administrative Hearing and to exercise the due process provided to me pursuant to Article 8, Section A.3 of the Collective Bargaining Agreement. I further fully understand that this notification I received on _____, of pending disciplinary action against me, cannot be processed through the grievance procedure, and that I will be subject to said discipline without further appeal.

APPENDIX 4
GRANDFATHERED LONGEVITY PARTICIPANTS

Employees covered by this Agreement as of June 30, 1985 will continue their eligibility to earn longevity pay in the same manner as previously calculated until such time as they resign, retire or are otherwise separated from the University. Employees who enter the bargaining unit on or after July 1, 1985 will no longer be eligible to earn or receive longevity pay.

A. POWER PLANT

The following full-time permanent Stationary Engineers and Boiler Repair Workers shall be eligible to receive longevity pay starting with the completion of the fifth (5th) year of University service at which time they will receive two and one-half (2 1/2) percent of their permanent rate of pay and one-half (1/2) percent per year each year thereafter to a maximum of ten (10) percent or an amount not to exceed a percentage change beyond twenty (20) years of service:

BOLENDER, Mark E.	PERO, Michael John
BUNDY, Keith	PROFFITT, Durwin
GILMORE, Jason	SCHORSCH, Jeffrey
HAIGH, Brian	SCHRIEWER, Stephen
MORYL, Michael	SCHULTZ, Jeffrey
MORYL, Thomas	THOMAS, Darrell
NEALE, Thomas	TONEY, Robert
NEIDLINGER, Michael W.	WARD, Wayne
OSBORN, Deborah	

B. TRADES/MAINTENANCE

The following trades/maintenance employees shall be eligible to receive longevity pay starting with the completion of the fifth (5th) year of University service at which time they will receive two-and- one-half (2 1/2) percent of the base rate (probationary rate) of pay of each classification and one-half (1/2) percent per year each year thereafter to a maximum of ten (10) percent or an amount not to exceed a percentage change beyond twenty (20) years of service:

BRITTEN, Anthony	STURWOLD, Thomas J.
DUPPS, Mark	TUMBLESON, Larry
KIRBY, G. T.	WEIL, Bruce
REICHARD, Lawrence	WELCH, Tom
SHIELDS, Dan	

**MEMORANDUM OF UNDERSTANDING
REGARDING JOINT PARTICIPATION BY THE UNION AND THE UNIVERSITY
ON AN AD HOC EMPLOYMENT AND PROMOTIONAL EXAMINATION
REVIEW COMMITTEE**

An ad hoc committee comprised of representatives from University management and members of IUOE will be appointed to review and develop employment and promotional examinations for the classifications covered by the IUOE collective bargaining agreement. The following criteria will be observed by the Ad Hoc committee in the development and implementation of the testing program which is developed.

1. Committee participants from the Union must be from the highest classification and, therefore, not eligible to take any of the exams developed.
2. Members of the committee will keep the content of the examination questions and answers confidential
3. Practical test scores should be exchanged between departments.
4. Written test scores and ranking will be provided to the departments by Personnel for candidates referred.
5. Promotional testing may be done as necessary as positions become open or are created by the University.
6. As of the effective date of the Agreement, the University indicated that all tests are current and can be updated on request. Also, it was agreed that several tests should be developed for each classification to avoid memorization of questions by repeat applicants.

**MEMORANDUM OF UNDERSTANDING
CONCERNING SUBCONTRACTING, OVERTIME/
COMPENSATORY TIME**

The University and the Union agree that in instances where the University is experiencing a backlog of work or is preparing to undertake a large special project involving at least one hundred (100) hours of overtime and where the election of employees to accrue compensatory time for overtime would cause a burden on the University, the parties will meet and discuss in good faith the possibility of excluding or restricting the election of compensatory time for overtime work that is necessitated due to the backlog or project. It is understood that the inability of the parties to agree on a compensatory time exclusion may result in the University's deciding to subcontract the work in question.

**MEMORANDUM OF UNDERSTANDING
IN REGARDS TO OVERTIME EQUALIZATION, LMC
AND 1994 MEMO OF UNDERSTANDING**

This memorandum entered into on this 6th day of June 2003 between the International Union of Operating Engineers Local 20 (hereinafter referred to as the Union) and the University of Cincinnati (Hereinafter referred to as the University).

In concluding a successor bargaining agreement, the parties herein agree to the following:

1. The University will have the overtime rules of the West Campus carpenter and painters' shops reduced to writing and will forward copies of the rules to the Union. Upon request of the Union an LMC meeting will be scheduled for the specific purpose of agreeing on an overtime selection and equalization procedure. Once an agreement has been reached, neither party shall be obligated to discuss the matter further.

2. With respect to clean uniforms, the parties are interested in ensuring that bargaining unit members have clean uniforms available each working day but some bargaining unit members are having difficulty in having uniforms laundered frequently enough. In order to address this issue the parties have scheduled a labor management committee meeting within the next sixty (60) days to discuss this issue and find solutions for any problems. The parties agree that limitations on the number of uniforms set forth in Article XXI (G) is subject to change if a mutual decision to do so is reached via the LMC process.

3. In recognition of the difficulties bargaining unit members have obtaining affordable parking spaces due to the relocation of the trades shops and other related parking difficulties being encountered by the bargaining unit, the parties will schedule a labor management committee meeting within the next sixty (60) days and attempt to resolve these matters.

4. The parties recognize that the issue of bargaining unit jurisdiction cannot realistically be resolved on a bilateral basis to the extent that IUOE jurisdiction was expanded with regards to maintenance work, AFSCME jurisdiction would be reduced and vice versa. Therefore the University will schedule a meeting later this calendar year for the express purpose of updating the 1994 Memorandum of Agreement. Both AFSCME and IUOE will be invited to attend and participate.

This memorandum shall have full force and effect for the duration of this collective bargaining agreement between the parties.

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

Ken Carroll

Wayne Ward

Melvin Black

Scott Elliott

Rick Gerrein

Russell Stenger

Date

**FOR THE UNIVERSITY
OF CINCINNATI:**

William T. Johnson

Gloria Woods

John Combs

Bill Duncan

Sallie Troutman

Date

Nancy L. Zimpher, President

Chairperson, Board of Trustees

Attest

Date