

Agreement Between
UNIVERSITY OF CINCINNATI
and
LOCAL 2544 OF AFSCME,
OHIO COUNCIL #8

July 1, 2015 to June 30, 2018

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**ARTICLE 1
PURPOSE**

1. This agreement is entered into this 1st day of July 2015, by and between the University of Cincinnati, hereinafter referred to as the "University," and Ohio Council #8, and Local 2544 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."
2. It is the intent and purpose of this agreement to provide for a better understanding between both parties, to establish a peaceful and reasonable procedure for the resolution of differences.

**ARTICLE 2
RECOGNITION**

1.
 - A. The University recognizes the Union as the sole and exclusive collective bargaining agent for all employees, permanent full-time and permanent part-time, covered by this agreement on matters of wages, rate of pay, hours of employment, and other conditions of employment.
 - B. A regular part-time employee is defined as one who works a regular weekly schedule of twenty (20) hours or more but less than forty (40), and is paid on a regular bi-weekly basis.
2.
 - A. Employees covered by this agreement are those listed by classification in Appendix 1 which is made part of this agreement.
 - B. Disputes as to the appropriateness of adding any new classifications to the unit shall be resolved through the Grievance/Arbitration procedure as contained herein.
3. Pursuant to the State Employment Relations Board's Certification of Election results of exclusive representative on May 14, 1987, the University recognizes AFSCME as the sole and exclusive representative of its employees in the unit described as follows:

Phlebotomists and Phlebotomy Specialists and all other Hoxworth classifications previously included in the AFSCME bargaining unit.

All provisions of this collective bargaining agreement shall apply to Hoxworth Blood Center members of the bargaining unit, except as specific sections of this agreement have been modified solely with respect to Hoxworth Blood Center employees.
4. Excluded from the bargaining unit are:
 - A. All other classified and unclassified positions either represented or not represented;
 - B. All other management, supervisory, confidential, health and safety employees as defined by Ohio Revised Code 4117.01 in effect April 1, 1984.
5. The right of individual employees to present their own requests or process their own grievances shall not be impaired by this agreement.
6. Work customarily performed by employees within the bargaining unit shall not be performed by supervisors or other personnel not included within the bargaining unit unless such work is deemed

necessary for continued and efficient operation.

7. By the tenth (10th) day of each month, the University shall provide the Union with an alphabetical listing of all bargaining unit employees hired in the previous month, including their date of hire, classification, status, work location, mail location, rate of pay, home address and phone numbers. In addition the list shall include any promotions, demotions and transfers (with the employees' previous and new classifications and work locations), terminations and resignations, departures from the bargaining unit, insufficient pay to cover dues deductions and leaves of absence. The University will work with the Union in an effort to provide the monthly information on computer disk, instead of paper copy, depending on computer compatibility.

8. Cost of printing the collective bargaining agreement will be borne equally by the parties.

ARTICLE 3 NO DISCRIMINATION

1.
 - A. The provisions of this agreement shall be applied to all employees, without discrimination on the basis of sex, sexual harassment, race, color, creed, religion, marital status, age, national origin, sexual orientation, Vietnam-era veteran, disabled veteran, disability, political or Union activity.
 - B. If there are instances, where past or present discrimination has an adverse effect upon members of minority groups and women, affirmative action efforts will be taken to eliminate the effect pursuant to the University's Affirmative Action Goals and Policies, which, except for organizational structure and procedural mechanisms of the Affirmative Action function is by reference incorporated herein. The provisions of this section apply only to classes or groups and not individuals. A remedy may be sought under the affirmative action policy or the grievance procedure, but not both.
 - C. The University agrees to provide the Union with a copy of the Affirmative Action Report that is submitted to the Department of Labor.
2. The University agrees not to interfere with the rights of its employees, as defined in Article 2, to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the University or any of its agents against any employee because of Union membership or because of his acting as an officer or in any other bona fide activity on behalf of the Union including the filing of grievances. Retaliation against a person or persons for filing a grievance will not be tolerated and will be a separate grievable offense.
3. The Union agrees not to intimidate or coerce employees of the University into joining the Union or continuing their membership therein.

ARTICLE 4 UNION SECURITY AND CHECKOFF

1. The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council #8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checkoff of monies shall be remitted. The payroll deduction shall be made by the employer bi-weekly. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the employer

will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within five (5) to fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: 1) For employees for which deductions were made, the name, address and social security number of the employee, and amount deducted; and 2) the name of each employee whose name has been dropped from the prior checkoff list and the reason for the omission.

2. The Union further agrees to save the University harmless from any legal action growing out of these checkoff deductions that may be instituted by an 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.

3. Fair Share Fee

- A. Effective at the beginning of the pay period, as allowed by O.R.C. Section 4117.09(C), all employees covered by this Agreement who are not members of the Union shall pay to the Union through deductions from each paycheck their fair share of the costs of the collective bargaining services rendered by the Union that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share").
- B. The obligation of non-members to pay such fair share commences with the first paycheck due in the pay period, after the signing of this Agreement and after official notification from the Union, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The "fair share" procedures set forth in the paragraphs below must be in place.
- C. Such fair share payment by non-members shall be deducted by the University from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the University not later than January 1, a sworn certification which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union; describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share; and sets forth the report of an independent auditor. The Union shall also certify to the University that a notice concerning the calculation of fair share payments by non-members have been published pursuant to "The Union Non-members Fair Share Payments Implementation Program and Appeal Procedure" issued annually by AFSCME, Ohio Council 8.
- D. The Union shall prepare a form of notice to employees by which non-member employees shall be informed of the percentage and method of calculation of fair share fee which shall include the report of an independent auditor disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The notice shall inform employees of their right to object or challenge the calculation of the fair share fee through the internal appeal procedure, culminating in arbitration. The notice to non-members shall set forth the address and telephone number of the Union and a copy of the Union's internal appeal procedure.
- E. Upon the Union's timely receipt of a challenge under the Union's internal appeal procedure, the Union shall deposit in an escrow account separate from all other Union funds, the amount of fee payments received on behalf of any challenger that is fairly placed at issue by his or her challenge. After the objection has been authenticated, the

objector's fair share fee amount will be reduced by the non-chargeable percentage established and set forth above for the calendar year at issue.

Escrow of Fair Share Fees: Upon receipt of a written challenge, as specified above, Ohio Council 8 will, commencing with the first fair share payment received following receipt of a timely challenge, plan in an established interest bearing escrow account, an amount equal to one hundred percent (100%) of the challenger's future fair share fee payments. The fair share fees paid will remain in escrow until the arbitration award issues and will thereafter be distributed to the appropriate parties and the challenger pursuant to the arbitrator's award. All challengers will be automatically treated as objectors and their fair share fee payments will be reduced in accordance with the objection procedure.

- F. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt such determination and notify the University to reduce deductions from the earnings of non-members to said prescribed amount. Such adjustment shall not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payments.
- G. As an express condition to the University's agreement to grant a fair share fee arrangement to the Union, the Union shall indemnify and hold harmless the University, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the University that shall arise by reason of action taken by the University for the purpose of complying with the provisions of this Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by the Union.
- H. Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of the Union dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
- I. The Union represents to the University and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

4. The University shall provide a copy of this Agreement to bargaining unit employees at the University orientation program. The University shall also provide a listing which includes the names of the officers of the local(s) and stewards, work locations and telephone numbers and the address of the Union office, provided that this information is provided to the University prior to the orientation program. The University is not responsible for assuring that such information is current.

5. Effective July 1, 2006, the University shall deduct any voluntary written, authorized contribution to the Public Employees Organized for Political & Legislative Equality fund. (P.E.O.P.L.E.) The P.E.O.P.L.E. deductions shall be transmitted to the Union by separate check no later than the tenth (10th) day of the following month after the deduction was made and accompanied by a list of employees for whom the deduction was made and the amount deducted.

ARTICLE 5
UNION REPRESENTATIVES

1. The University shall recognize officers and stewards as Union representatives for the purpose of administering the collective bargaining agreement and adjudicating grievances. Union representatives shall also be recognized for the purpose of administering the collective bargaining agreement. The Union has the right to conduct its internal affairs as it deems appropriate, free of any intervention by the University.
2. The Union staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A staff representative must secure permission from the department head, or their authorized representative, in order to contact any employee on University time.
3. The Union is permitted fifteen (15) stewards and, in addition, another two (2) Union officers to act in the capacity of stewards. The Union will furnish the names of all stewards and officers, acting in such a capacity, to the Office of Employee Relations at the time of their identification.
4. The Union will post the current list of stewards and their designated areas of responsibility. The Union shall designate an area of responsibility for each steward. No more than one (1) steward shall work for the same supervisor unless the University, having considered the impact of multiple appointments on the affected unit, gives its consent. Such consent may be withdrawn at the University's discretion. The Union shall provide a current list at least bi-annually, or more frequently, if there are changes in the interim.
5. Time spent by the stewards and officers in grievance handling, during their regularly scheduled hours, will be paid by the University. Stewards and officers 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 and officers will be considered to be on a regular eight (8) hour shift as far as grievance pay is concerned.
6. No steward, officer or aggrieved employee, shall leave their assigned work in order to conduct Union business without prior approval from their respective supervisor. No steward will be unreasonably denied the right to carry out their steward responsibilities when requested. The steward or officer will provide the immediate supervisor with the following information:
 - A. Purpose of the Union business (i.e., grievance, disciplinary hearing, other).
 - B. The names of stewards and other employees involved.
 - C. Actual time spent on Union business (from start to conclusion).
 - D. The department of the steward.
 - E. The department of the employee.
 - F. The name of the aggrieved employee's supervisor giving permission.
7. Employee Relations shall provide the form required for recording the information to the steward or officer's immediate supervisor. The steward will fill out the report form for supervisor's signature.
8. During administrative hearings, pursuant to Article 8, Grievance and Corrective Action Procedures, there shall be no more than three (3) employees to include two (2) Union representatives and the aggrieved party, plus one (1) Union staff representative or designee present. The University shall also

have no more than a total of four (4) representatives present, excluding the hearing officer. The University shall receive twenty-four (24) hours advance notice of the employees to be used as witnesses and such employees shall be scheduled in advance by the parties so as to limit the burden on the department.

9. An active employee of the University who is excluded from the bargaining unit shall not serve as a steward or represent employees in the bargaining unit, nor shall any employee represent any other employee whom he/she supervises.

10. During contract negotiations, employees who serve on the Union negotiating committee shall be paid for time spent in negotiations with University representatives during regularly scheduled work hours of such employees. The Union shall provide at least two (2) weeks in advance, the names of those University employees who shall serve on their negotiating committee. No two (2) members of the Union's negotiating committee may work for the same immediate supervisor. Such employees shall be assigned to the day shift for the period of negotiations. Release time from work for negotiations shall be for a period of one (1) hour before and one (1) hour after the scheduled meeting. Further extensions of time will be provided upon forty-eight (48) hours advance request by the Union through the Employee Relations office. No time other than the hours before or after, and actual negotiations, or beyond the normally assigned schedule during actual contract negotiations, shall be paid by the University. The Union's committee shall number no more than six (6) University employees.

11. A. Upon request of the Union President, the University will transfer the Union President to a day shift position in the President's same classification. If necessary, a day shift employee in that classification shall be displaced.

B. Effective February 12, 2006, and each year thereafter, the Union President or his/her designee shall receive three hundred ninety (390) hours of Union release time for the purpose of conducting Union business. Time spent in Administrative Hearings, Labor/Management Meetings and Grievance/Arbitration Hearings shall not be deducted from this time.

ARTICLE 6 MANAGEMENT RIGHTS

1. 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 just 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, the standards of performance, 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.

2. 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, if such effects have not been addressed in this agreement. 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, but if no agreement is reached, management reserves the right to implement its decision, provided such implementation results in no violation of this agreement. Any violation of this agreement will be subject to grievance, mediation and/or arbitration.

**ARTICLE 7
NO STRIKE OR LOCKOUT**

1. During the life of this agreement, the Union agrees that it will not:
 - A. Call, institute, maintain, or conduct a boycott against the University of Cincinnati or picket any place of business of the University of Cincinnati, on account of any jurisdictional work dispute;
 - B. 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; 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; force or require the University of Cincinnati to recognize for representation purposes, an employee organization not certified by the State Employment Relations Board;
 - C. 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 of Cincinnati;
 - D. Engage in any picketing, striking, or other concerted refusal to work without giving written notice to the University of Cincinnati and 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.
 - E. In the event of a violation of this Section, the University in accordance with Ohio Revised Code 4117.23(B) has the right to discipline employees including discharge. However, in accordance with Ohio Revised Code 4117.01(H), "stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike."
2. During the life of this agreement, the University agrees that it will not lockout or otherwise prevent employees from performing their regularly assigned duties where the object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor dispute.

**ARTICLE 8
CORRECTIVE ACTION PROCEDURE**

1. The following language on Corrective Action and the Grievance Procedures 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 and the State Personnel Board of Review in relation to the Corrective Action and Grievance Procedures.
2. Corrective Action/Discharge
 - A. An employee may receive progressive corrective action for Just Cause. See Appendix 9 for Just Cause guidelines.

It is agreed that progressive corrective actions shall be taken according to the seriousness of the offense and that the basic purpose of such action is corrective and not punitive. The University shall administer progressive correction action that provides the employee the opportunity to understand a problem and the steps necessary to improve identifiable deficiencies.

- B. Progressive correction action may be in the form of, but not necessarily start at, written conference report, written reprimand, suspension, demotion and/or discharge.
- C. Employees who are subject to corrective action (except for failure to qualify at the end of their probationary period) that immediately results in a suspension, demotion or dismissal shall have a hearing by a hearing officer prior to the imposition of said corrective action. All charges against the employee shall be in writing and specifically state in detail the alleged infraction.
- D. Charges which may lead to an administrative hearing must be brought against an employee for an alleged infraction within fourteen (14) calendar days of the time by which the employer becomes aware of the alleged infraction. It is understood that the charges may be for a series of events that could have occurred prior to the latest event and are of the same nature. For the purposes of this Article it is understood that University Holidays are excluded from calculation of calendar days.
- E. Where there are charges against the employee, the employee shall be presumed to be innocent. The burden of proof shall be on the employer. The employee or their representative shall have the right to confront and question the accuser; the right to call and examine witnesses in the employee's behalf; and, upon consent of the employee, the right to have all pertinent records made available prior to the hearing.
- F. A hearing on any charges against an employee must be conducted within twenty-one (21) working days of the charge notice. The hearing officer must be impartial. The hearing officer shall render a decision within seven (7) working days of the hearing. (Once a decision is rendered there shall be no revisions.) The time limits may be extended, in writing, by mutual agreement of the parties.
- G.
 - 1. A written waiver of rights to the hearing, signed by the employee, department head, and Union president or designee, will subject the employee to the immediate imposition of the corrective action by the University. The employee reserves the right to the grievance procedure.
 - 2. All corrective action other than suspension, demotion or dismissal may be imposed without a hearing and are subject to the grievance procedure.
 - 3. A copy of all signed waivers and any discipline issued shall be forwarded to the union.
- H. Corrective action involving suspension, demotion, or dismissal shall be imposed by the hearing officer only after findings and decisions have been issued, unless the employee had waived rights to a hearing as specified heretofore. The hearing officer may impose warning letters in place of suspensions. Such warning letters will carry the same weight as the suspension it replaces and will be so evaluated in determining its appropriateness and in the assessment of any subsequent corrective action. Suspensions shall be imposed no later than thirty (30) working days following the hearing officer's decision. All other corrective actions shall be imposed within ten (10) working days following the hearing

officer's decision.

- I. Should an employee decide to file a grievance over corrective action taken as the result of a hearing, such grievance shall be initiated at Step two (2) of the grievance procedure within fourteen (14) working days of the personal delivery or certified mailing of the notice of corrective action.
 - J. Employees subject to all written corrective action, up to and including dismissal, shall receive notification of the actions in writing. The University's charge form will set forth the employee's prior corrective action history. It is agreed that the omission of any item on the previous discipline record will not bar that discipline from consideration as background in the scheduled hearing. Where there is a hearing officer's report, the employee shall be notified of the decision with copies forwarded to the local president and staff representative.
3. Employees shall have the right to Union representation at all phases of corrective action or may choose to present their own case. Employees who choose to present their own case or represent themselves shall sign a form waiving any rights to Union representation and hold the Union harmless for any resulting action taken at such hearing or conference. It is the responsibility of the official initiating charges to ascertain the employee's decision for representation prior to the date of the hearing or conference.
4. The University reserves the right to terminate employment for the following reasons:
- A. Discharge for just cause as set forth in this Article, Section 2, subject to Article 9.
 - B. Failure to return from a leave of absence as set forth in Article 19, subject to Article 9.
 - C. Failure to return from a layoff as provided in Article 12.
 - D. Absence from work for three (3) or more consecutive scheduled work shifts without the employee's having contacted the immediate supervisor or the 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 will be subject to the grievance procedure.
 - E. Acceptance of or working in another position while on authorized leave that would conflict with the employee's regularly assigned duties.
 - F. Failure or inability to return from an injury or illness after more than 18 months from expiration of sick leave and/or upon qualification of either Federal or State local disability. Workers' compensation disability may include an election not to use accrued sick leave, in which case, the eighteen (18) months begins with the diagnosis of the disability.
 - G. Theft or dishonesty.
5. After twelve (12) months from date of issue all written conference reports and reprimands shall not be considered in a subsequent determination of corrective action. After twenty-four (24) months from date of issue, suspensions and/or demotions as a result of a hearing shall not be considered in any subsequent determination of corrective action.
6. Employees may examine their University personnel file by contacting the Human Resources

department for an appointment. There shall be no corrective action documents in an employee's University personnel file which the employee has not had an opportunity to review and sign.

7. The University will seal corrective action documents that are no longer subject to consideration under Section 5.

8. Working days are defined as days and hours the human resources office is open for business.

WAIVER OF ADMINISTRATIVE HEARING

I, _____, chose to waive my right to an Administrative Hearing and to exercise the due process rights provided to me pursuant to this Article, Section 3.

Signed: _____

Date: _____

Penalty Assessed:

Union President or Designee Signature

Department Head Signature

WAIVER OF UNION REPRESENTATION

I, _____, having been fully advised of my right to Union representation, do hereby fully waive any and all rights to Union representation and agree to hold the Union harmless for any result that may occur.

Signed: _____

Date: _____

ARTICLE 9 GRIEVANCE PROCEDURE

1. If a dispute arises over the interpretation or application of any specific provision of this Agreement or term of employment specifically provided for by this Agreement, it shall be defined as a grievance and shall be subject to the grievance procedure. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.
2. Before a grievance is filed, the employee shall first bring the issue to the attention of the immediate supervisor in a conflict resolution meeting. The employee may choose whether or not to have a Union steward present at this meeting. The parties shall discuss the issue and make a reasonable attempt to resolve it. If the issue is not resolved, the grievance shall be filed and processed in accordance with this Article, beginning with Section 6.
3. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step, except for grievances involving a suspension, demotion or removal. Appeals regarding all formal corrective action may be introduced at Step 2 of the grievance procedure.
4. In order to be considered, a grievance must be properly initiated at the appropriate step of the procedure, within fifteen (15) working days of the date when the employee became aware, or reasonably should have been aware in instances of corrective action, of a violation or alleged violation, but not later than thirty (30) working days after the occurrence of the violation or alleged violation. Grievances presented after these time limits will not be subject to this grievance procedure and shall be considered moot.
5. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits, or extension thereof, shall be automatically appealed to the next step. All time limits on grievances may be extended upon mutual consent of the parties in writing.
6. A written grievance must be submitted on the standard form. The grievance form must be fully completed or it must be returned within one (1) working day. Under no circumstances is the manager required to schedule a grievance meeting where the incident giving rise to the grievance is not clearly described. The Union shall have the responsibility for the duplication, distribution and its own accounting of the standard grievance form.
7. The representative of the grieving party has the right to withdraw a grievance at any step. Such withdrawal is without prejudice to the position of any party.
8. There may be individual or group grievances. A group grievance shall be one in which the facts and the provisions of the agreement alleged to be violated are the same for each employee in this group. In the case of group grievances, all members of the group shall be identified, however, only one of the aggrieved members of the group may function as a representative of that group in any step of this procedure. The aggrieved party shall file an individual or group grievance in the appropriate department in accordance with the procedure that follows:
 - A. **Step 1:** A written grievance shall be presented by the Union to the employee's immediate supervisor within fifteen (15) working days of the occurrence of the alleged grievance. The employee's department head (or designee) and management representatives involved in the issue of the grievance, the grievant, Union steward and the Union president (or designee) shall meet within fifteen (15) working days of receipt of the grievance. The

parties shall attempt to resolve the grievance during this meeting. The department head (or designee) shall issue a written response to the Union within ten (10) working days after the grievance meeting. The Union president and Union staff representative shall receive copies of all grievance answers.

The parties may waive, in writing, Step 1 of the grievance procedure by mutual agreement of the Union and the Employee Relations office however, all grievances must first be presented to the immediate supervisor of the grieving employee.

- B. **Step 2:** If the Step 1 decision fails to resolve the matter, the grievance may be appealed by the Union Staff Representative or local president to the Director of Employee Relations within ten (10) working days of receipt of the decision being appealed. Designated representative(s) from Employee Relations shall meet with the employee, the appropriate Union president (or designee) and the Union Staff Representative within ten (10) working days from the date notice was received from the Union that the grievance was not resolved at Step 1. The parties shall attempt to resolve the grievance at this meeting. The designated representative(s) of the department of Employee Relations will review the grievance response from the previous step and issue a written response to the Union president and Union staff representative within ten (10) working days after the grievance meeting.
- C. **Step 3:** If the grievance has not been resolved at this point, grievances regarding discipline may be moved to mediation by the Union Staff Representative or Local President by notice to the Director of Labor Relations within ten (10) working days of the Step 2 answer. Grievances regarding alleged violations of the bargaining agreement may be moved to mediation by mutual agreement of the parties within ten (10) working days of the Step 2 answer. A mediation meeting will be held at a time and place mutually agreed upon by the parties. The mediator shall be appointed by SERB or by FMCS.
- D. **Step 4:** If the grievance has not been resolved at this point, either party's principal representative may initiate arbitration. A reasonable attempt shall be made by the parties to construct and jointly submit the issue(s) to be arbitrated.

The party requesting arbitration must notify the other party in writing, within forty-five (45) working days of the Step 3 mediation, of the intention to submit the grievance to arbitration. The parties shall request a list of eleven (11) arbitrators from FMCS. From that list, the parties shall mutually select a permanent panel of five (5) arbitrators to serve for the duration of this agreement. Arbitrators may be removed and replaced from the panel only by mutual agreement of the parties. The arbitrator for each specific grievance shall be appointed by mutual consent of the parties thereto within thirty (30) working days after arbitration is invoked.

9. Cancellation of the agreed upon arbitration date can only occur due to circumstances beyond control of the parties or withdrawal by the moving party. The party requesting the cancellation will pay the cancellation fee, if applicable. The new arbitration hearing must be held as soon as possible.

10. The arbitrator shall have no power to add to or subtract from or modify any of the terms of the Agreement or any agreement made supplementary hereto. Any differences arising incidental to negotiations of terms of a new agreement or modification or amendment to this agreement shall not be subject to arbitration. The arbitrator shall confine his or her 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. Without mutual agreement, no post-hearing briefs shall be filed. Without mutual agreement, no verbatim

record of the proceedings shall be made.

11. The decision of an arbitrator shall be final, conclusive and binding on the Union, the University and the employee(s).

12. Working days are defines as days and hours the Human Resources office is open for business.

ARTICLE 10 PROBATIONARY PERIOD

A probationary period shall be a training and trial period. Probation shall be counted from the date of appointment. Employees shall receive a copy of their job description on their date of hire or the date of appointment to a different position. The University shall designate a person who shall be responsible for training the employee. This person shall be the employee's supervisor or his/her designee.

There shall be no probationary period for employees who transfer positions within the Same classification (or a lower classification in the same series) within the same department.

Employees whose existing position has been reclassified shall not serve a probationary period.

Employees who fill a position within the same (or lower in the same series) classification in a different department shall be subject to a three (3) month probationary period.

Employees who fill a position in a different classification shall be subject to a three (3) Month probationary period; Hoxworth employees shall serve a six (6) month probationary period; LAMs employees shall serve a four (4) month probationary period. Should the need arise in other areas for an increase in promotional probationary periods, the parties shall meet and attempt to negotiate a Memorandum of Understanding to address those areas. Grounds employees who promote to Grounds Keeper 2 Horticulturalist shall have six (6) months to obtain the necessary certification and licensure. Failure to successfully complete those requirements shall result in the employee being returned to his/her previous position. If an employee obtains the necessary certification and licensure, he/she is not precluded from applying for future vacancies.

New hires shall be subject to a six (6) month probationary period, which shall be called an original probationary period.

During the probationary period, the employee shall receive regular feedback from the supervisor. A written evaluation shall be conducted at the midpoint of the probationary period and at its conclusion.

Employees in their original probationary period shall have no seniority and may be terminated at will, and such termination shall not be subject to the grievance procedure except for allegations of discrimination in violation of this Agreement. The University shall inform the employee in writing of the reasons for termination.

The union shall be permitted to provide packets of information for distribution to new employee orientation. The president or vice-president shall be allowed to meet with new hires at the end of orientation.

ARTICLE 11
FILLING OF VACANCIES

1. The following language on promotions 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.

2. Eligibility

A. Applicants currently not in an original or promotional probationary period status may apply for vacancies when posted. Applicants must meet minimum qualifications to apply for vacancies.

B. Any employee who has received any discipline in the three (3) months prior to their application for a shift selection, transfer or promotion shall not be eligible for consideration to fill a vacancy.

C. Those employees who have received a servable suspension or demotion shall not be eligible for consideration to fill a vacant position for a period of six (6) months.

D. The six (6) months eligibility period shall only apply to those employees who have served suspensions or been demoted after the ratification of this agreement.

3. If a Department elects to fill a vacancy the vacant position shall be posted internally and may be posted externally for ten (10) working days. At the end of the posting period and after any necessary examinations have been given and scored, the position shall be filled in the following order:

A. To the most senior qualified employee within the same department and classification desiring a different shift.

B. Transfers

C. Promotions

D. If no University-wide bargaining unit employee applies for or no applicant meets the qualifications (as defined in Section 7 of this Article) for the position, then the position can be filled by an applicant from outside the bargaining unit.

E. By mutual agreement of the Union, Human Resources and the Department, the above referenced timelines may be waived.

4. TRANSFERS

A. At the end of the posting period and after any necessary examinations have been given and scored, transfers shall be filled in the following order:

1. To the most senior qualified bargaining unit applicant, as defined in Section 7 of this article, in the Department where the vacancy exists.

2. If no bargaining unit employee within the Department applies for or no applicant meets the qualifications (as defined in Section 7 of this Article) for the position, then the

selection shall be made from the top three (3) senior qualified bargaining unit applicants University-wide.

- B. An employee wishing to transfer within his/her primary classification from one department to another shall apply during the posting period. Such employee shall be exempt from all testing for a position in their current job title for which they already perform the job duties. An employee shall be given transfer consideration provided that the employee is qualified for the posted position. Qualified transfer candidates shall be considered along with all other qualified employees. Upon request, an employee who was denied the transfer shall be provided the reason for such denial. If the University's action is based in whole or in part on portions of the employee's work record, such portions of the employee's work record will be made available to the Union for inspection upon consent of the employee.
- C. An employee wishing to transfer from one assignment/position to another assignment/position within the employee's departmental classification may apply for transfer when the job is posted as provided in this article.

5. PROMOTIONS

- A. At the end of the posting period and after any necessary examination have been given and scored, promotions shall be filled in the following order:
 - 1. To the most senior qualified bargaining unit applicant, as defined in Section 7 of this article, in the Department where the vacancy exists.
 - 2. If no bargaining unit employee within the Department applies for or no applicant meets the qualifications (as defined in Section 7 of this Article) for the position, then the selection shall be made from the top three (3) senior qualified bargaining unit applicants University-wide.

6. TESTING

- A. One (1) officer or steward may observe the giving of any practical and/or promotional examination. The Union's recourse in case of irregularity is limited to the filing of a grievance.

7. QUALIFICATIONS

The determination of qualifications will be based on passing an examination (where applicable), past work performance, job related experience, position qualifications, physical capabilities, education, experience, efficiency and certification or licensing requirements. A bargaining unit employee may not be permitted to take the examination when the position to be filled has a certification or licensing requirement that is not held by this applicant.

8. NOTIFICATION

Once the selection has been made, the University will provide to the Union a list of candidates referred for the vacancy, as well as the name of the candidate selected. Candidates referred, but not selected, will be so notified by the University, within fifteen (15) working days of filling the vacancy. Upon request of a candidate not selected, the University will provide written information concerning the reason for the hiring decision including the name of the candidate selected. A meeting of parties is not required to fulfill this obligation.

9. COMPENSATION

An employee accepting a lateral transfer shall be paid at the same rate of pay previously earned. An employee voluntarily accepting a demotion shall be paid at the post probationary rate. Employees accepting promotions shall be paid at the entry rate of the new pay grade or 5% whichever is greater. However, the salary shall not be increased beyond the maximum of the new pay grade.

10. TEMPORARY PROMOTION

Should a vacant position need to be filled on a temporary or emergency basis, the University, where practical, shall afford a lower classified employee in the same department an opportunity to temporarily fill the position until a permanent employee is appointed or returns to the position. A temporary assignment may last no longer than one (1) year unless such an assignment is to provide temporary replacement for an employee whose leave of absence exceeds one (1) year. During the temporary assignment, the employee shall receive a temporary wage level adjustment in recognition of the assumption of higher level duties and responsibilities. The temporary wage level adjustment shall be equal to five percent (5%) of base salary (exclusive of longevity), but not less than the amount necessary to bring the employee to the minimum of the higher pay range, and shall commence at the start of the assumption of the higher duties; however, no adjustment will be paid unless the assignment exceeds two (2) weeks. A temporary work level adjustment shall be paid for all hours worked in the higher classification.

11. GENERAL

A. A promotional opportunity is defined as a classification with a higher pay range than is currently held by the employee. A voluntary demotion involves applying for a position which is assigned to a pay grade lower than the position currently occupied by the applicant. The following conditions do not constitute a promotion; added hours, increased benefits, lateral transfers and an increase in appointment level (FTE).

B. Application, testing or interviewing for any position will be allowed on University time for day shift employees only, provided the applicants have completed their original probationary period. Such privilege can be exercised a maximum of three (3) times per calendar year except that there is no limit on the number of interviews.

C. If the University Affirmative Action Plan identifies an under-utilization of women or minorities for a particular group which includes the vacant position, and no female or minority employee is included in the list of candidates, the University shall add the minority or female bargaining unit employee from the list who has the highest passing test score. If no such bargaining unit employee is eligible, the University may fill the position from outside the bargaining unit in test score order.

D. Vacancies will be filled within fifteen (15) days when possible.

12. An employee who is promoted from outside the bargaining unit to a classification within the bargaining unit as a result of a promotional competitive examination, and then fails the probationary period, will have no further rights in the bargaining unit.

13. Employees in other than original probationary periods may be failed at will, and such failure shall not be subject to the grievance procedure, except for allegations of discrimination in violation of this agreement. The University shall inform the employee in writing of the reasons for failure. Such an employee, upon failure of probation, will be placed in his/her previous position if still vacant. Otherwise, the employee will be placed in a vacant position within his/her classification. If no such vacancy exists in the classification, the employee will be placed in his/her previous classification and rate of pay in the prior department.

14. A bargaining unit employee who fills a position outside the bargaining unit may elect to return within six (6) months from his/her date of appointment outside the unit. If no permanent employee has begun working in his/her previous position, he/she may return to it. Otherwise, he/she may return to his/her former classification when a vacancy occurs within the six (6) month period.

15. Nothing in this agreement shall obligate the University to maintain an employee in active pay

status during this six (6) month period.

16. The University shall give priority to bargaining unit employees who are currently laid off to fill vacant positions under this agreement that are scheduled to be filled, so long as the laid off employee is qualified for the position.

17. The terms and conditions of the Affirmative Action Program and Plan, which are prescribed by law, are not subject to the Grievance Procedure.

18. The University will provide the Union with one (1) copy of AFSCME job vacancies on a bi-weekly basis.

19. The University shall maintain accurate documentation of its activities to establish lists of candidates, which shall be available to employees and the Union for review.

20. Job Vacancies can be found at www.uc.edu/hr/successfactors/job-seekers.html.

**UNIVERSITY OF CINCINNATI
HUMAN RESOURCES
REQUEST TO TRANSFER FORM**

PERSONAL DATA:

Name: _____ Date: _____

SS# _____ - ____ - _____ Work Phone: _____ - _____

Current Department: _____

Please note the date of your Transfer Request. Transfer requests are only active for one (1) year. It will be your responsibility to submit a new application if you wish to remain active after one year.

CLASSIFICATION DATA:

Current Classification:

You hold a classification that is a: Non-Represented position _____

SEIU 1199 Bargaining Unit position _____

AFSCME Bargaining Unit position _____

IUOE Bargaining Unit position _____

Transfer Request Information: Are you requesting:

1. A transfer within your current classification? _____ Yes _____ No

2. A demotion transfer within your current classification series? _____ Yes _____ No

GENERAL INFORMATION

Depending upon your current status and the type of transfer you accept, you may be required to serve a new probationary period.

Seniority Points

| | |
|---------------------------|-----------------------|
| Under 1 year = 0.0 points | 8 years = 6.4 points |
| 1 year = 1.0 points | 9 years = 7.0 points |
| 2 years = 2.0 points | 10 years = 7.6 points |
| 3 years = 3.0 points | 11 years = 8.2 points |
| 4 years = 4.0 points | 12 years = 8.8 points |
| 5 years = 4.6 points | 13 years = 9.4 points |
| 6 years = 5.2 points | 14 years = 10 points |
| 7 years = 5.8 points | +14 years = 10 points |

ARTICLE 12
REDUCTION IN FORCE (LAYOFF) AND RECALL

1. 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.
2. In the event of a reduction in force for reasons of lack of work or lack of funds, reorganization or any other legitimate reason as determined by the University, the following procedure will be used. The Union retains the right to grieve and arbitrate the legitimacy of the University's decision pursuant to Article 9.
 - A. The University shall identify the position(s) to be reduced and the employee(s), if applicable, to be affected.
 - B. Layoffs shall be in accordance with University seniority. Prior to affecting permanent bargaining unit employees, persons within the bargaining unit classifications holding appointment categories of temporary, intermittent, temporary part-time, seasonal, provisional and original probationary affected by the reduction, shall be laid off first. The University shall not layoff bargaining unit employees in lieu of disciplinary action.
3. Where there is an employee(s) subject to a reduction in force, the University has the right to exercise the layoff by:
 - A. Reassigning the employee(s) to existing open position(s) at the same classification level and FTE grouping so long as the employee(s) is qualified (as defined in Article 11, Section 7 to perform the work done.
 - B. Should there be no vacancies available, the employee(s) identified for layoff shall displace the lowest seniority University employee within the same classification and FTE grouping University-wide within the bargaining unit (refer to Appendix 1);
 - C. Should there be no one of lower seniority in the same classification, then, University seniority permitting, the employee(s) should displace the lowest senior employee in the next lower classification and FTE grouping University-wide within the bargaining unit (refer to Appendix 1);
 - D. Displacements shall continue by seniority and FTE grouping University-wide within the bargaining unit so long as the displaced employee(s) is qualified to do the work. The employee shall then be afforded the opportunity to bump down if they are qualified to hold that position, pursuant to the definition in Article 11.7, and if they have previously held that position. The lowest seniority bargaining unit employee within the classification affected shall be laid off.
4. The bargaining unit member(s) who is (are) subject to reduction in classification through displacement and/or layoff shall be sent a letter of notification by certified mail at least twenty-one (21) calendar days or shall have the letter of notification hand-delivered at least fifteen (15) 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.
5. Bargaining unit members paid under grant/restricted funds (soft money) shall be laid off effective

upon the delivery of a written notification to the employee prior to the usual notification period if the grant/restricted funds are cut off by the funding source without prior notification to the University. Immediately thereafter, the layoff process in this article shall apply as it affects displacement and recall.

6. Employees on layoff status will be notified when an examination is to be held to create or renew a bargaining unit eligibility list in classifications other than those to which the laid off employees are subject to recall. If qualified, such employees shall be permitted to take exams during the entire period of their layoff/recall eligibility. Employees will be ranked on the eligibility list according to the score received on the examination. Laid off employees shall be recalled to these additional classifications in their current or any lower pay grade in the order of their test scores, with the highest scoring laid off employee placed first, in the highest pay grade for which they are eligible and so on down for each eligibility list with all laid off employees placed prior to any other. In addition to the above, bargaining unit members who are on layoff and are unemployed will be placed by test score order to openings occurring in classifications for which they hold eligibility listing, bargaining unit-wide. Employees recalled to a different classification pursuant to this paragraph shall serve a six (6) month probationary period. If an employee fails probation, the employee returns to the recall list.

7. Notice of 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 three (3) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be no more than two (2) weeks from date of notice received or determined by the University. Failure to return from layoff shall subject the employee to termination of service pursuant to Article 8.

8. The recall of bargaining unit employees laid off or reduced to a lower classification shall be in reverse order of layoff or reduction to a lower classification, subject to FTE grouping, however an employee in the .75 or above FTE grouping will be offered the option of recall to a vacancy in the below .75 FTE grouping if that employee is senior to otherwise eligible employees in the below .75 FTE grouping. Should an employee accept the option to be recalled to the below .75 FTE grouping, the University will have thereby fulfilled its recall obligation to the employee. Bargaining unit employees shall be recalled prior to the hiring or placement of any employee in the same classification or lower classifications in the same classification series. Employees recalled from layoff shall not undergo a probationary period if recalled to the same classification or lower classifications in the same classification series within the last twenty-four (24) months.

9. Bargaining unit employees laid off shall be put on an appropriate recall list according to their classification and seniority for a period not to exceed twenty-four (24) months. Recall shall be as prescribed in Paragraph 7 herein.

10. University seniority shall mean the length of time measured in continuous years, months and days of service an employee has been with the University of Cincinnati. Employees hired before October 22, 1984 shall have total state service in the calculation of University seniority. Termination of employment, not layoff, shall constitute a break in service.

11. Employees covered by this agreement are also covered by the applicable provision of unemployment compensation laws of the Federal Government and the State of Ohio.

12. A bargaining unit member may have the option to take a voluntary layoff with recall rights for twenty-four (24) months in lieu of displacing another bargaining unit member.

13. Four (4) officers of the Union shall be given super-seniority with respect to layoffs only. They shall retain their positions at the time of a layoff so long as there is work to be performed in that unit. If the unit is closed, they shall be assigned to bargaining unit work which they are qualified to perform. If

there is no bargaining unit work which they are qualified to perform, they shall be laid off in accordance with the provisions of this Article.

14. For the purposes of this article, FTE grouping shall be defined as follows:

- A. those employees at or above .75 FTE
- B. those employees below .75 FTE but at or above .5 FTE.

15. Employees who, in lieu of being laid off, are placed in a position through an agreement between the Union and the university shall not suffer a break-in-service.

ARTICLE 13 HOURS OF WORK AND OVERTIME

1. The regular work week shall consist of forty (40) hours, five (5) days of eight (8) hours each, unless otherwise mutually agreed by management and the affected employees; however where such a work week change will affect a group or unit of employees, the Union shall be given prior notice. (In departments where there is a continuous operation and the employees rotate their work shift, it may be necessary to also rotate their off days). Pay will be credited to the day on which the shift began, regardless of the length of the shift, unless the shift began at 11:00 p.m. or after.

2. Hoxworth Blood Center - The regular work week shall consist of forty (40) hours, five (5) days, unless otherwise mutually agreed by management and the affected employees; however where such a work week change will affect a group or unit of employees, the Union shall be given prior notice. (In departments where there is a continuous operation and the employees rotate their work shift, it may be necessary to also rotate their off days). Pay will be credited to the day on which the shift began, regardless of the length of the shift, unless the shift began at 11:00 p.m. or after. Overtime shall be paid in accordance to Article 13.

- A. For Hoxworth Donor Services Employees, shift definitions will be as follows:
 - Day Shift: Any shift that falls outside of the description for evening and night shifts.
 - Night Shift: Any shift that begins at 4:59 a.m. or earlier.
 - Evening Shift: Any shift that ends at 6:01p.m. or later.
- B. For Hoxworth Donor Services Employees, the pattern of scheduling and assigning work, including shift rotation and holiday rotation, shall be determined by Hoxworth. Donor Services employees will not be assigned to more than two (2) different shifts in a one (1) week period, for example, days and evenings, days and nights, or evenings and nights.
- C. Hoxworth will not schedule employees to work with less than twelve (12) hours between shifts except by agreement of the employee; however, the Union will be notified of such situations.

3. Hours worked in excess of forty (40) hours per week shall be paid at the appropriate overtime rate.

4. Work performed on the employee's sixth (6th) day or on the rotating shift, employee's first day off, shall be compensated at time and one-half, unless the employee has not been in a pay status for forty (40) hours that week. In such cases, the employee receives straight time for the first forty (40) hours of the week, and time and one-half for the balance.

5. Time not worked but paid for because of a holiday, vacation, jury duty, sick pay as provided in

Article 18, or Union leave shall be considered as time worked for purposes of “pay status.”

6. The rate of double time the regular straight time worked will be paid on the seventh (7th) consecutive working day in excess of forty-eight (48) hours. Only hours actually worked shall be counted for the calculation of double time pay (for the purpose of this Section, holiday hours will count as hours actually worked).

7. The 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 his administrative supervisor within one hundred and eighty (180) days after such overtime is worked.

8. If an employee is scheduled to work overtime, but reports sick, the scheduled overtime is cancelled, and no sick leave with pay or any other pay is given for the overtime period.

9. Pertaining to Parking Services only: Within thirty (30) days of ratification of this agreement, representatives from labor and management will meet and develop a Memorandum of Understanding (MOU) regarding overtime for special events. The MOU is to be completed within sixty (60) days from beginning of discussion.

10. Management will distribute overtime as evenly as possible among employees in the appropriate classifications who are qualified to perform the necessary work within an operational unit. A voluntary overtime rotating list shall be established by job classification seniority. For purposes of this paragraph, job classification seniority will include time spent in a higher classification, provided the employee was promoted from and returned immediately to his present classification. All voluntary overtime hours worked shall become part of the rotating list. When an employee declines a voluntary overtime request, his name shall be moved to the bottom of the list. The overtime list shall remain posted.

A. Housekeeping employees who want to work overtime during times when students are mass entering or exiting the residence halls (e.g., the end of a quarter, spring break) must put their names on a voluntary overtime list by calling the Employee Relations office (513-556-6372) no later than May 1st of each year. If overtime opportunities are available during the periods described above, all employees on the list shall be called before non-bargaining unit employees are utilized.

11. 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. Where the number of employees permits, efforts will be made to allow uninterrupted meal breaks.

There shall be a minimum of one-half (1/2) hour lunch period without pay for all regularly scheduled employees.

12. Whenever an employee is required to return to work at a time other than the employee’s regular work schedule, thereby necessitating additional travel to and from work, the employee shall be guaranteed four (4) hours call back pay at the straight rate of pay or the appropriate overtime pay for the actual hours worked, whichever results in the greater financial advantage for the employee. It is understood that any work performed prior to the start of the regular shift or following the end of the regular shift, so that no extra travel to and from work is required, will be paid at the appropriate overtime rate.

13. Work schedules will be posted, and where possible, they will be posted four (4) weeks in advance. Before a change in the regular schedule is made, no less than forty-eight (48)-hour notice will be given, except in cases of emergencies or special maintenance operations. In no event shall any

employee have a regular work schedule of more than seven (7) consecutive days. When operation requirements permit, every effort will be made to schedule consecutive days off.

14. For Grounds Moving and Transportation (GM&T) personnel engaged in snow removal, when there is a shift change, and employee required to report must call his/her Supervisor and the call-in line two (2) hours prior to scheduled start time to report an absence.

15. When a GM&T essential employee does not report for a call-in to perform snow removal, his/her name will be moved to the end of the voluntary Grounds, Moving and/or Transportation overtime list.

16. Bargaining unit employees working rotating relief shifts may request shift relief preferences in writing to the departmental supervisor. Supervisors will accommodate employees' preferences in accordance with needed classifications, first by University seniority, then by departmental seniority before assigning remaining staff. For purposes of this paragraph, University seniority will include time spent in a higher classification, provided the employee was promoted from and returned immediately to his/her present classification.

17. 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. Holiday compensatory time must be taken within one hundred and eighty (180) days of the holiday.

18. Pertaining only to Athletics Department Staff: Bargaining Unit employees in the Athletic department will be allowed to adjust their start time by up to two (2) hours immediately following an overtime event that ends at 12:00 a.m. or later. Employees must notify their supervisor in writing, twenty-four (24) hours before the overtime is worked. No more than (2) employees will be granted the same start time. Preferred start times shall be awarded on a first-come, first-served basis.

19. For snow removal only, a voluntary overtime list will consist of volunteers from the AFSCME bargaining-unit (University-wide). Volunteers must be able to meet the physical demands of the job and lift a minimum of seventy (70) pounds. A voluntary snow removal overtime rotating list, in seniority order, shall be established. Voluntary overtime cannot create a conflict with the Employee's primary job. If this program is not successful, the issue will be deferred to the Labor Management Committee.

20. Any employee who is identified as essential, working during Emergency Closures (University Rule 30-16-01) will be paid double time (premium pay) for the period worked during the closure. The University will provide essential personnel with identification that indicates this designation.

ARTICLE 14 SHIFT DIFFERENTIAL AND ON-CALL PAY

1. Effective July 22, 2012, the University will establish the beginning and ending times for shifts as 6:00 p.m. to 11:00 p.m. for second shift and 11:00 p.m. to 6:00 a.m. for third shift. Shift differential at \$.64 per hour will be paid for second shift and \$.57 per hour for third shift. The intent of the change is to hold the employees and the employer harmless in terms of the impact of the change to the time keeping system. The parties shall audit the shift differential process in July 2013 to assess the impact of the change to the time keeping system.

2. Employees at the Hoxworth Blood Center shall receive \$.25/hour shift work in addition to the \$.64 and \$.57 referred to in Paragraph 1.

3. Employees who are "on-call" at Hoxworth Blood Center shall receive \$1 per hour.

4. Employees in Donor Services Department shall only receive a shift differential at \$2.48 per hour to be paid for second shift and \$1.88 per hour for third shift.
5. Employees in Radiation safety shall be paid \$1.75 per hour for on-call pay.

**ARTICLE 15
HOLIDAYS**

1. Employees are entitled to ten (10) paid holidays.

Holiday

| | |
|-------------------|----------------------------|
| New Year's Day | Martin Luther King Day |
| Memorial Day | Fourth of July |
| Labor Day | Veteran's Day |
| Thanksgiving Day | Day Following Thanksgiving |
| Christmas Holiday | Christmas Day |

If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday; if it falls on Sunday, it will be observed the following Monday. The University holiday calendar, as approved by the Board of Trustees for any and all given academic calendar years, shall be the official holiday schedule. If management or the union officers requests, the parties shall meet and attempt to define the days on which holidays shall be observed. Prior to that meeting, the party initiating the request shall supply the other party a list of the employees that will be affected by the change. Such request shall be made by July 1 of each year. If no agreement is reached, the observance shall default to the Board of Trustees' schedule.

2. The University will notify the Union, within a reasonable period of time, of all adopted schedules for each subsequent year.
3. In order to receive pay, an employee must be in active pay status on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday. The University may require proof of any illness occurring the day before or after any holiday where there is a claim for paid time off.
4. Employees who are scheduled to work on a holiday shall be compensated in pay at time and one-half for hours worked. In addition, they will receive straight time compensation for the holiday.

**ARTICLE 16
PYRAMIDING**

Any overtime or premium pay set out in this agreement shall not be pyramided. Employees shall receive either daily or weekly overtime or premium pay, whichever is greater, but not both.

**ARTICLE 17
VACATIONS**

1. All permanent 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 one year | No vac. | 3.08 hrs. | 10 days (80 hrs.) |
| One year but less than 8 years | 10 days (80 hrs.) | 3.08 | 30 days (240 hrs.) |
| 8 years, 0 days | | (One time +40.04 hrs.) | |
| 8 years but less than 15 years | 15 days (120 hrs.) | 4.62 hrs. | 45 days (360 hrs.) |
| 15 years, 0 days | | (One time +40.4 hrs.) | |
| 15 years but less than 25 years | 20 days (160 hrs.) | 6.16 hrs. | 60 days (480 hrs.) |
| 15 years but less than 25 years and most recent hire date was before 7/1/77 | 22 days (176 hrs.) | 6.77 hrs. | 66 days (528 hrs.) |
| 25 years, 0 days | | (One time +40.4 hrs.) | |
| 25 years or more | 25 days (200 hrs.) | 7.70 hrs. | 75 days (600 hrs.) |

Notwithstanding the chart above, employees hired into the bargaining unit on or after January 1, 2016, shall have a maximum total vacation cash-out of thirty (30) days for the purpose of cash-out at separation of employment.

2. For all permanent full-time employees hired before October 23, 1984, accrual of vacation will be according to their number of years of service with the State of Ohio or any of its political subdivisions. For all other employees hired on or after October 23, 1984, continuous University service shall be as defined by Article 12, Section 10 of this Agreement and shall not include any State of Ohio service.

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

B. No employee will be credited with vacation while working on a part-time appointment unless the employee's date of hire was on or before July 1, 1977, in which case vacation accrual will be prorated based on FTE appointment.

3. University employees transferring into a position covered by this Agreement after October 23, 1984, transfer the balance of all accrued 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.

4. Days designated as holidays are not charged to vacation leave regardless of the day of the week on which they occur.

5. Vacation leave is earned during the time the employee is in active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.

6. During the first quarter of each calendar year, employees will be given an opportunity to indicate their vacation leave (five (5) days or more) preferences for the upcoming fiscal year of July 1 through June 30, and promptly thereafter a written vacation schedule (by departments) will be prepared by the University (and written confirmation given to each employee) with priority given to employees by continuous University seniority. Once the department vacation schedule is determined, it shall not be changed without the consent of the involved employee(s).

A. Upon receipt of request for vacation, the immediate supervisor shall respond to the vacation request no later than five (5) working days from the date the vacation request was received for remaining vacation after bulk vacation scheduling.

B. The scheduling of these vacation days must have the approval of the University. This approval shall not be unreasonably denied.

C. Emergency Vacation - No provision in this Agreement shall prevent a department from granting vacation on an emergency basis, subject to such conditions and procedures as that department may adopt. Any requests made that conform to any such adopted conditions and procedures shall be given reasonable consideration.

Employees may, with supervisory approval, use vacation credit as accrued. This approval shall not be unreasonably denied.

8. Upon separation from the University, or death, an employee or the employee's estate 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 six (6) months of University service.

9. 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.

10. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employees' leave balance. The University will advise the employee when approaching maximum accrual.

ARTICLE 18 SICK TIME

1. All employees are eligible for paid sick time after the end of their initial probationary period.

2. Each full-time employee is credited with fifteen (15) days of sick time per calendar year, seven (7) days to the short-term bank and eight (8) days to the extended sick time bank. Sick time for part-time

employees will be pro-rated according to the percentage of the full-time appointment. Also, employees who are hired after the beginning of the first full pay period in each calendar year will have their sick time credit pro-rated based on the percentage of the year in active employment at the University. The maximum accumulation of sick leave credit to the extended sick time bank will be unlimited.

3. Employees reinstated from reduction in force (layoff) shall be credited with any accumulated sick time balance remaining at the end of their previous service.

4. No employee hired, reappointed, or reinstated on or after October 22, 1984, will be permitted to transfer or carry forward any sick time balance previously earned except as provided in Section 3 above.

5. Sick time entitlements shall be credited for use in the following manner:

- A. Seven (7) days shall be credited to and available for use in a yearly short term sick time pool as of the first day of the first full pay period in each calendar year and shall not be accumulated in the long-term sick time pool.
- 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 time pool. Extended sick time shall not be used as short term sick time.

6. Employees may use sick time from the short term sick time pool for personal or family illnesses, routine doctor office visits, consultations or routine dental preventive, diagnostic or therapeutic procedures and emergency room treatments, 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. Sick time from the short term pool may also be used in the case of bereavement not in the immediate family (See 8.B. for definition of immediate family).

7. Employees will be entitled to use sick time from the long-term sick time pool for illness that utilizes twenty-four (24) continuous hours of short term sick time or twenty-four (24) continuous hours of sick/no-pay time and thereafter so long as there is a balance of sick time remaining in the pool, upon receipt of a doctor's certificate of illness indicating the necessity of the absence as well as the estimated date for return to work 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. 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 that does not qualify under Section 6, vacation credit may be used with the department's approval.

8. Use of long-term sick time will be permitted for the first three (3) working days of absence in the following circumstances:

- A. The inpatient treatment or outpatient surgical procedure of an employee or family member by a medical or dental provider 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, and follow-up treatments associated with and occurring within a reasonable period of the initial hospitalization or out-patient service; upon receipt of a doctor's certificate of illness indicating the necessity of the absence as well as the estimated date of return to work and with the department's approval.

- B. Bereavement in the immediate family, i.e., mother, father, spouse, domestic partner, 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 place of parent. Use of the long term bank shall be no more than five (5) days. Vacation credit may be used for bereavement upon approval of the department when there is no balance remaining in the long term sick time pool.
- C. Any FMLA absence that occurs after FMLA certification is received or designated by the employer.
- D. Illness or injury eligible for coverage under workers' compensation (on the job illness or injury).
- E. University requirement for an employee with an illness or condition to remain off work because of the risk of exposure of donors, students or coworkers.
- F. When required to obtain a mandatory second surgical opinion.

9. An employee who is absent from work due to an illness or injury and whose long-term sick time pool is exhausted may, upon request, continue to be paid from the employee's remaining short-term sick time pool.

10. Nursing employees at the Hoxworth Blood Center must notify Donor Services two (2) hours before the beginning of any shift of any sick absence in order to receive sick pay. Employees calling in sick should attempt to reach the person "on-call" by telephone.

11. Intermittent nursing employees at the blood Center may receive sick pay for illnesses which occur on the job or by making a call-off to the appropriate supervisor two (2) hours prior to the beginning of the scheduled shift.

12. Any balance of sick time that remains in the short term sick time pool at the end of the pay period overlapping two (2) calendar years shall be paid to the employee by the last pay period in February of the new year. Employees may cash in a maximum one hundred percent (100%) of seven (7) days per year during the designated period. Employees may, upon notification to the University by December 1, transfer the balance of short-term sick time remaining as of the end of the last pay period in the calendar year, to the extended sick time pool in lieu of payment as provided above or to the short-term bank to a maximum accrual of fourteen (14) days. This section applies only to employees that have not separated from the university.

13. An employee who does not use any of his/her sick time in a three-month period shall be entitled to exchange two (2) days of unused long-term sick bank to one (1) day of compensatory time no more than twice annually. The three-month periods begin January 1, April 1, July 1, and October 1 of each year. The exchange must occur no later than the period following the period in which no sick time was used. Employees must be in active pay status during the entire three-month period to receive credit toward exchanging days. All requests to exchange days under this provision are the responsibility of the employee. Use of sick for bereavement or hospitalization is excluded.

14. Extended sick time pool accumulation may be converted to cash upon death or retirement. The conversion shall be one-quarter (1/4) of a maximum of one hundred-twenty (120) calendar days as provided in current University policy. For employees hired prior to 7/1/77 and who retire or die with twenty-five (25) years of continuous service or more, the sick time cash-in will be one-half (1/2) of a maximum of one hundred-twenty (120) calendar days.

15. When an employee shows a pattern of usage sick leave, employees may be required to provide documentation from a certified health care provider. Examples of a pattern are use before or after a holiday, when a vacation day has been denied or repeated use on the same day.

16. Whenever an employee is incapacitated by a catastrophic illness or injury, and the affected employee has exhausted all other paid leave balances available to the incapacitated employee including earned vacation and accrued compensatory time, other employees of the bargaining unit will be allowed to donate time to the incapacitated employee under the following guidelines:

- A. Employees may donate accrued vacation or compensatory time on a voluntary basis to another employee and all hours donated will be credited to the recipient employee;
- B. Donated time shall not be reversible and in the event all hours donated are not used the balance will remain with the donor employee.

ARTICLE 19 OTHER LEAVES

1. Medical Leave

If an employee's disability continues beyond the time covered by accumulated sick leave, the employee shall be granted a leave of absence without pay for a period up to six (6) months provided there is evidence submitted to the supervisor as to inability to work and the probable date of return. Upon showing that a recovery from the disability, the employee shall be returned to the same position. If the same position no longer exists, the employee shall be reinstated to a similar position. Prior to going on medical leave, the employee may elect to utilize any or all accrued vacation leave. Such election by the employee shall be irrevocable.

2. Disability Leave

An unpaid disability leave of up to twelve (12) months shall be granted to an employee whose disability extends beyond the six (6) month unpaid medical leave of absence. However, an unpaid disability leave of up to eighteen (18) months shall be granted instead of a medical leave if there is no evidence of the probable date of the employee's return to work. The University shall require that a physical examination be conducted by a licensed physician designated by Personnel Services when an employee is to go on disability leave. The cost of this examination shall be paid by the University. This requirement may be waived if the employee is hospitalized or institutionalized at the time of request for disability leave. An employee who has been on disability leave shall have the right to be reinstated to the same or similar position he/she held at the time of the employee's leave within thirty (30) days after written application for reinstatement provided that a vacancy exists in the employee's classification. If none exists, the employee will be placed as soon as a vacancy in his/her classification occurs. The employee may also request a position in a lower classification in the same series and such vacancy shall be offered when a vacancy occurs as long as he/she is qualified to perform the work. The employee may be required to take an examination to demonstrate his/her qualifications and such examination shall be provided. Application for reinstatement must be filed within twelve (12) months of the effective date of the unpaid disability leave or within eighteen (18) months of the effective date of the unpaid medical leave if granted before the disability leave. In no event shall the combined total of unpaid medical and disability leaves exceed eighteen (18) months.

3. Military

- A. An employee ordered for 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.
- B. All permanent employees of the University of Cincinnati who are members of the Ohio

National Guard, or members of other components of the armed forces of the United States, are entitled to leave of absence without loss of pay for up to one 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 UC 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.

- C. 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.
- D. Additional field training for which the employee volunteers and received 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.
- E. 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.
- F. 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 year. Reservist 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 the employee's former title and to the salary step that the employee would have achieved. In any event, return to work shall be consistent with Title 38, Chapter 43 of the United States Code.
- G. An employee who enters military service during a probationary period shall be credited with days worked toward the completion of that probationary period. However, upon return 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 Universal Military and Service Act.

4. Court Appearances

- A. Court leave shall be granted with no loss of pay to an employee for the period that the

employee must serve on a jury or appear in any court of the United States, State of Ohio or political subdivisions as a witness on behalf of the University.

- B. An employee will advise his/her supervisor of his/her possible jury duty or official summons at the time of receipt of the notification. Employees will honor any subpoena issued to them, including official notices for workers' compensation, unemployment compensation, and Board of Review hearings. Employees subpoenaed to appear in court for reasons other than jury duty or University business are not paid; however, their time off must be charged to compensatory time, if available. If compensatory time is not available, such time off may, at the employee's option, be charged to vacation or taken without pay.
- C. An employee who is required to serve as a witness on behalf of the University or juror during off-duty hours will have their work schedules changed to coincide with the hours of court responsibility.

5. Union Leaves

A. At the request of a Labor Union official, a leave of absence without pay for no more than a ten (10) day period should be granted to an employee selected for a Union office, employed by the Union, or required to attend a Union convention, or perform any other function on behalf of the Union necessitating a suspension of active employment, providing that the employee's supervisor is notified at least ten (10) working days in advance of the leave. Every effort will be made by the Union to give as much advance notice as possible to supervision. If such ten (10) day notice cannot be given, every effort will be made to release such employees.

B. A leave of absence for not more than one (1) year without pay will be granted an employee to work in the Union office at the request of a Union official.

6. Professionally Related Meetings or Events

Employees may request time off with pay to attend professionally related meetings or events associated with their classifications. Time off with pay is subject to the approval of the immediate supervisor. The employee must request the release time in advance of the meeting or event. The supervisor may require that the employee indicate the nature of the meeting or event and may ask the employee to prioritize requests.

7. Enrollment in Classes During Working Hours

Employees may be permitted to attend academic courses during their scheduled working hours, with the approval of the administrative unit head, dean, or vice-president to whom they report. Time spent attending such courses shall be unpaid and in addition to an employee's regularly scheduled work week. All individuals enrolled in courses during scheduled working hours are expected to fulfill their assigned responsibilities and obligations.

8. Religious Holidays

Employees may be permitted to observe religious holidays which are not included within the paid holidays observed by the University, unless departmental functions are unreasonably affected by such observances. Employees must request of the immediate supervisor all time off for such holidays at least one (1) week in advance of the date the holiday is to be observed. Such time off must be reported on the Time Off From Work Form. Employees must charge the observance of such holidays to compensatory time, paid vacation, or leave of absence without pay, in that order.

9. Personal Leave of Absence Without Pay - General

- A. An employee may be granted a leave of absence without pay subject to approval of the appropriate administrator and University personnel. All accrued vacation must be taken before a leave of absence without pay may be approved except as otherwise specified in this agreement.
- B. A leave of absence without pay may be granted to bargaining unit employees for a maximum period of six (6) months for personal reasons. Such leaves of absence may not be granted or extended beyond that period. All requests for leave of absence without pay must be made in writing to the employee's supervisor.
- C. All compensatory time must be exhausted before a personal leave without pay will be granted.
- D. An employee does not accrue sick leave or vacation credits during a leave of absence without pay. An employee shall not receive pay for holidays which fall within the period of the leave of absence without pay.
- E. Upon completion of a leave of absence without pay, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
- F. Any person appointed to the position while an employee is on leave of absence without pay is to be appointed on a temporary basis for the duration of the leave only.
- G. Credit for length of service and for benefits status gained prior to going on leave is retained by the employee upon return. The employee is eligible to receive any increases which would have accrued if the employee had been on the job.

10. Leave for Childbirth, Childrearing and Adoption

Upon submission to the supervisor of appropriate documentation, employees may be granted a leave of absence for up to three (3) months without pay for purposes of preparation for childbirth, attending childbirth, childrearing following childbirth, and adoptions. It is not necessary for an employee to first utilize all accrued vacation for such a leave.

11. Educational Leave

Upon approval of the supervisor, leave without pay may be granted for a period of one (1) year for purposes of education, training, or specialized experience which would be of benefit to the University by improving performance at any level. An extension of the leave may be granted for a period not to exceed one (1) additional year. Any employee must have completed a minimum of one (1) year in a full-time capacity at the University of Cincinnati before being eligible for an educational leave. All rules regarding leave of absence without pay (except duration) remain in effect during an educational leave without pay.

ARTICLE 20 HEALTH INSURANCE

Insurance Plans

The university will provide benefit-eligible employees in the bargaining unit the group insurance plan (hospitalization, major medical, prescription drug, dental, basic life insurance coverage and long-term disability) as approved by the Board of Trustees. The group insurance plans and premiums will be the same plans provided to the unrepresented employee group. There will be no changes to plan design or

contributions through 2016.

If a different agreement is reached with any union except the AAUP, the parties will negotiate on those terms.

The surcharge for coverage of a spouse or domestic partner of employees who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan shall be the same as for unrepresented employees.

Employees have the option of waiving health or dental coverage provided by the University. For waiving coverage a monthly credit may be received as cash in the paycheck by the employee or applied to the cost of other benefits. The waivers shall be the same as those provided to the unrepresented employees. If an employee and his/her spouse/domestic partner both work for the university in benefit eligible positions and elect to enroll under one medical plan, the spouse/domestic partner waiving coverage is not eligible for the credit.

Optional Insurance

Optional employee life insurance, family life insurance, accidental death and dismemberment coverage, and long-term care coverage will continue to be made available for employee purchase.

AFSCME CARE Plan

Continuing through December 31, 2016, the University will contribute seven dollars and twenty-five cents (\$7.25) per month per bargaining unit employee for hearing aid and vision care I coverage provided by the Ohio AFSCME CARE plan. Effective January 1, 2017, the University will contribute twelve dollars and fifty cents (\$12.50) per month per bargaining unit employee for hearing aid and vision care II coverage provided by the Ohio AFSCME CARE plan.

Health Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum, 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, except mileage and parking.

Funds which are withheld must be reimbursed for expenses incurred in the Plan year in which they are withheld or, the grace period, or under current IRS rules.

Dependent Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum allowed by law 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.

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

Wellness Program

During the term of this Agreement, the university may implement a wellness or healthy life-style

program. Such a program may include a combination of activities that are designed to increase awareness, assess risks, educate and promote voluntary behavior changes to improve the health of an individual, encourage modifications of his/her health status and enhance his/her personal well-being and productivity, with a goal of preventing illness and injury.

Insurance Discussions

- A. 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 discuss the changes.
- B. The University shall recognize and provide paid release time for one (1) existing steward to be appointed by the Union per Article 5, to serve as a liaison with Human Resources. Where necessary, a monthly meeting will be scheduled with Human resources to discuss unresolved benefits issues. Release time for this meeting shall be in addition to release time provided under Article 5.
- C. Once per year, prior to the annual enrollment period, representatives of the University will meet with representatives of the Union to exchange information on administration and cost of the medical insurance program.
- D. The University shall provide an annual report to the Union regarding the financial condition of the Flexible Spending Accounts. This report shall include, but shall not be limited to administrative cost, amounts of employee forfeitures and experience losses.
- E. Issues surrounding insurance benefits shall be raised to the Labor/Management Committee, which pursuant to Article 24, may appoint an ad hoc task force to study the issue and/or make recommendations.
- F. In addition to the above, the University will provide the Union with utilization and cost data, and other relevant information on a monthly basis.

ARTICLE 21 PENSION PLAN

1. Membership in the City of Cincinnati Retirement or Ohio Public Employees Retirement System or the Alternative Retirement Program is required of all full-time permanent employees covered by this Agreement.
2. A payroll deduction, as determined by the appropriate retirement system, is deducted from each paycheck. The money is placed in a special fund and will be returned, upon application, if the employee is separated from service.
3. Details regarding the City Retirement System plan or Ohio Public Employees Retirement System or the Alternative Retirement Program are available in booklet form and may be secured from the Human Resource Service Center.

ARTICLE 22 WAGES, CLASSIFICATION AND COMPENSATION

1. This Article on Wages, Classification and Compensation 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.

2. It is the responsibility of the University to establish and maintain a system of 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 this Agreement, and these specifications will be maintained and updated as required by the University. Positions covered by this Agreement will be classified in specifications in accordance with normal and accepted practices of job classification. Positions will be assigned to appropriate wage ranges in accordance with the position classification. All current authorized bargaining unit classifications are found in Appendix 1.

3. 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.

4. 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.

5. 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. In addition, an employee who has changed positions may request a classification review if he/she believes that the new position's duties, responsibilities, or qualifications are such that it is inappropriately classified, provided he/she has completed his/her probationary period in the new position.

A. Reclassification requests shall be made as follows:

1. The requesting party 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.

2. 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 incumbent and the Union. Human Resources shall make every effort to respond within one hundred and twenty (120) days of the employee's submission of the PDQ to his/her supervisor.

3. If the incumbent disagrees with the determination of Human Resources, he/she may within fifteen (15) working days of the date of determination appeal to Step 2 of the Grievance Procedure.

6. If the incumbent's position is reclassified, the following salary adjustment shall be made:

- A. If the position is reclassified to a higher pay grade, the incumbent's salary shall be increased by five percent (5%) or to the post probation rate of the new pay grade, whichever is greater.
- B. If the position is reclassified to a classification within the same pay grade, no salary adjustment shall be made.
- C. If the position is reclassified to a lower pay grade, the base rate of pay shall not be reduced unless it is over the maximum for the range, but any applicable longevity supplement shall be reduced appropriately.
- D. The effective date of the reclassification and any accompanying salary adjustment shall be the beginning of the pay period following the earlier of either the date on which the completed PDQ, with proper signatures, was received by Human Resources, or thirty (30) days following receipt of the PDQ by the employee's supervisor.

7. If the reclassification recommendation of Human Resources would take an incumbent out of the bargaining unit, the employee may decline the reclassification and remain in the bargaining unit in his/her current classification.

8. Effective on the first day of the pay period which includes July 1, 2015, bargaining unit employees in an active pay status who received less than a two percent (2%) increase as a result of the market survey shall receive an increase up to two percent (2%).

Effective on the first day of the pay period which includes July 1, 2016, bargaining unit employees in an active pay status shall receive an increase of two percent (2%) over the hourly base rate of pay.

Effective on the first day of the pay period which includes July 1, 2017, bargaining unit employees in an active pay status shall receive an increase of two percent (2%) over the hourly base rate of pay.

9. Employees hired after retirement or separation will be considered as new employees for the purpose of determining pay, seniority and leave accrual. Employees reinstated to the same classification within one (1) year from separation shall receive the rate of pay which would have been received had the employee not separated from service. Employees who are returned to work after layoff of no more than one (1) year will be paid in accordance with Article 12. Employees reinstated within thirty (30) days of separation shall suffer no break in service.

10. When, because of physical or other disability, an employee is unable to perform the duties of this position, but is qualified for service in another classification, he/she may be reassigned to another classification at the same rate of pay if the new classification contains such a rate of pay; otherwise, at the next lower rate of pay than their current compensation. If an employee desires, he/she may continue to pay his/her retirement contribution on the basis of the higher previous salary and, upon retirement, receive credit for that salary if permitted by the appropriate retirement system.

11. Beginning on the first day of the pay period within which the employee completes the prescribed probationary period in the individual's classification at the University, the employee shall receive an automatic increase to the post probationary rate or 5%.

12. Longevity Pay

- A. Beginning on the first day of the pay period within which the employee completes five (5) years of total service with the State Government or any of its political subdivisions, each employee in positions paid under Appendix 2 shall receive an automatic salary adjustment equivalent to two and one-half percent (2 1/2%) of the

classification salary base, to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half (1/2) of one percent (1%) of his/her classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10%) of the employee's classification salary base is reached.

B. The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee, nor by any change in pay range for his class.

C. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose. Only employees hired prior to February 2, 1988 are eligible for longevity pay.

13. It is agreed that the wages, hours or working conditions as expressed in this Agreement will not be reduced.

14. The University shall make all original appointments at the entry rate of the classification pay grade. If it becomes necessary to implement advance rate hiring, University Human Resources reserves the right to identify market sensitive classifications which, if implemented, shall be adjusted for all bargaining unit members in the affected classification. Notwithstanding the foregoing language, unclassified employees can be hired at any rate higher than the starting rate in their classification based on prior experience in their field in which exceptional qualifications (scientific, professional or educational characteristics) are required, upon presentation of satisfactory evidence. Such advanced rate hiring will not affect the rates of incumbents in the classification.

15. In the event the University develops a job evaluation system, the University will meet with a committee of two (2) appointed by the Union to review the content and procedures of the job evaluation system.

16. Qualified employees at Hoxworth Blood Center shall receive twenty-five dollars (\$25) per shift when required to speak or write a foreign language.

17. A bargaining unit employee who is designated by the Hoxworth Blood Center to perform duties of a Team Leader shall be compensated at an additional one dollar and fifty cents (\$1.50) per hour for each hour during which he/she is designated as a team leader. The supplement shall be paid no later than the following pay period.

18. A bargaining unit who is designated by the Hoxworth Blood Center to perform training duties shall be compensated at an additional fifty cents (\$.50) per hour for each hour during which he/she is designated as a trainer. The supplement shall be paid no later than the following pay period.

19. There will be a new classification, Donor Care Specialist (LPN), with the starting rate of \$16.85 and APR \$ 17.96.

20. During any job task that requires an Air Tech II to do asbestos abatement, the University shall pay the employee an additional \$2.00 per hour.

ARTICLE 23
HEALTH AND SAFETY

1. It is the policy of the University to provide an environment for education, work, patient care and research which meets or exceeds applicable federal, state and local standards. The University will also adhere to practices which meet or exceed applicable federal, state and local standards for the prevention of damage of the off-campus environment. These practices will include procedures relating to emissions by air, liquid-carried wastes, solid waste disposal, by sonic or electromagnetic radiation.

2. Equipment specifications, work practice standards and design principles have been and will continue to be adopted by the University to effectuate this policy. Members of the University community shall be responsible for following practices designed to minimize risk and thereby avoid harmful exposure to chemicals, biological or radiological substances, or physical, or mechanical hazards.

3. It is the policy of the University to require that all members of the University community use facilities and equipment in prescribed manners so as to avoid injury and health damage to themselves or others. All members of the University community share in the duty to call observed potential hazards to the attention of appropriate individuals and to specify methods known to them which will eliminate, or reduce to an acceptable level, those potential hazards.

4. It is the responsibility of each member of the University community, through designated safety and health staff, to assist all parties in maintaining safe and healthful conditions at the University.

5. In the event a properly constituted authority formally declares a facility or work site unsafe or uninhabitable, employees who cannot be assigned to work elsewhere shall be released for the balance of their shift without loss of pay.

6. The foreperson or supervisor must correct unsafe conditions promptly. He/she 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.

7. In the event of an on-the-job injury, the employee must notify the immediate supervisor who must seek prompt medical attention, prepare an injury report and forward the report to the appropriate office and Ohio Council 8. Employees who suffer a work-related injury on the job site, and who go to University Health Services for treatment, shall be paid for the remainder of their shift. The University physician will estimate necessary time off and report to the Human Resources office.

8. If an employee incurs medical expenses or loses work time as a result of a work-related injury and wishes to file a workers' compensation claim, the employee should contact Human Resources to obtain the appropriate claim application form(s). After completing the form, the employee returns it to the Human Resources office. Upon the request of the employee, a copy of the completed claim application form will be provided to the Union.

9. During the course of employment, an employee may be required to have a medical examination if the employee's work or the work of the unit is substantially affected by a condition which the supervisor reasonably believes to be medically related. Further, a medical examination may be required to determine if an employee has a transmittable disease which poses a danger to co-workers or others. Certain employees also may be required to have a medical examination in order to satisfy medical accreditation requirements. The results of any examination shall be shared with the employee. Close coordination with Union leadership will occur when a medical examination is being required, except when such an examination is to satisfy accreditation requirements. The University shall pay the cost of any required examination if performed by a University-designated physician.

10. The University shall pay \$150 towards the purchase of safety shoes where their use is required by management based on the recommendation of the appropriate Safety Committee. Hoxworth shall develop guidelines for loading Hoxworth vehicles to insure safe transportation and handling, and shall review those guidelines with the Safety Committee.

11. AFSCME will designate its representative on the Hoxworth Blood Center Safety Committee. Hoxworth shall develop guidelines for loading Hoxworth vehicles to insure safe transportation and handling, and shall review those guidelines with the safety committee.

ARTICLE 24 EVALUATIONS

1. Employees shall be evaluated annually, on the employee's anniversary date of hire or promotion. Probationary employees shall be evaluated at the midpoint of probation and prior to the conclusion of probation

2. Establishing goals/standards and objectives is to be a joint activity between supervisors and employees with an emphasis placed upon reaching mutual agreements regarding standards necessary to achieve goals. A mid-year review shall be conducted at the midpoint of the annual evaluation period. If a midpoint review is not possible, the supervisor shall at least discuss performance issues with the employee sufficiently in advance of the annual review so that the employee has an opportunity to improve his/her performance. Modifications may be made throughout the evaluation period under consideration as necessary. The evaluation will be based on the employee's progress towards achieving the established goals/standards and objectives.

The goals/standards and objectives to be used in the evaluation shall be established at the beginning of the evaluation period and shall represent the minimal level of acceptable performance. The written goals, standards and objectives shall be maintained in the department (with a copy given to the employee).

The same general standards shall apply for all employees performing the same duties. All narrative statements shall be made in reference to job duties and established goals and standards for an employee's position.

Actual performance shall be measured and evaluated throughout the period under consideration; it should not reflect only the most recent performance of an employee.

The evaluations shall be substantiated with specific and relevant examples of an employee's performance. These shall be entered on the comment section on the form for each goal/standard and objective evaluated.

3. Each employee shall be evaluated by his/her immediate supervisor, who shall be called the rater. If an employee has been reassigned to a new supervisor within one (1) month of the evaluation date, the new supervisor shall consult with the previous supervisor in completing the evaluation if possible. If an employee receives approximately equal supervision from two (2) persons, both supervisors shall cooperate and sign the evaluations. Evaluations shall be reviewed by the rater's supervisor who shall be called the reviewer. Both the rater and the reviewer shall sign the evaluation.

4. The University shall make performance evaluation training available to employees and their supervisors and shall make attendance at such training an expectation of these employees and supervisors. The training shall be given by pairs of trained Labor-Management trainers who shall be given reasonable release time to give the training and to be trained as trainers.

5. The supervisor(s) shall meet with the employee in private to discuss the employee's performance, progress, or lack of progress, and developmental needs. The supervisor(s) shall allow the employee at least one (1) week to make comments on the evaluation form. If additional space is needed, an attachment may be added. After the evaluator(s) have signed the form, the employee shall sign the form to acknowledge that the evaluation form was reviewed and discussed with the supervisor(s) and that the employee received a copy of the evaluation. The employee's signature does not indicate agreement with the content of the evaluation.

6. Employee performance evaluations shall be considered as having met all goals/standards and objectives for the year, if the evaluation is not completed, signed on a timely basis, and returned to Human Resources Records for inclusion in a central file within thirty (30) days after the employee's anniversary date of hire or promotion.

If due to extenuating circumstances, it is not possible to perform the evaluation on a timely basis, an untimely evaluation shall be included in the Personnel file as a reflection of an employee's performance. Extenuating circumstances are as follows:

- A. Extended absence of the employee or supervisor(s) beyond the filing deadline.
- B. The resignation of a supervisor and the subsequent hiring of a new supervisor who has not had sufficient time to properly evaluate the employee.

7. An employee may make written statements regarding his/her evaluation and the setting of goals/objectives and standards which shall become a part of the evaluation form.

Employee mid-point reviews and probationary employee evaluations are not grievable.

8. Evaluations shall not be used in determining the order of layoff or recall or to establish eligibility lists for filling of vacancies. Further, evaluations shall not be considered as corrective actions.

9. Allegations that an evaluation was not performed under the procedures in this article are subject to the grievance procedure. The standard remedy in these situations shall be (but is not limited to) that the evaluations shall be re-done following the appropriate procedures. In those cases where the standard remedy is applied, the revised evaluation shall then replace the grieved evaluation in the employee's Human Resource Record.

10. The parties recognize the need to improve the utility of the current evaluation system. Toward that goal, management and the union shall meet and appoint a sub-committee to research evaluation systems and to make a recommendation to the bargaining teams. The recommendation shall be provided to the bargaining teams no later than December 31, 2015. The bargaining teams shall then determine what, if any, steps to take to improve the current system.

ARTICLE 25 GENERAL

1. All employees may become members of the CINCO Federal Credit Union. Information concerning CINCO may be obtained through the Human Resource Service Center.

2. Tuition Remission

(A) Employees

Employees are eligible for tuition remission for credit hours at the undergraduate and graduate levels as follows:

- (1) Full-time employees are eligible for tuition remission for up to six regular undergraduate or graduate/professional credit hours per academic term, including for audit. In addition, full-time employees working in a clearly defined degree program are eligible for remission of all courses that are approved by the appropriate department head, dean or vice president.
 - (2) Part-time employees who receive regular compensation for services are eligible for remission of an amount up to the cost of three regular undergraduate or graduate/professional credit hours per full academic term, including for audit.
 - (3) Retired employees as defined by University rule 30-28-01 who continue to be eligible for the same tuition remission benefits for which they were eligible before retirement.
- (B) Spouses, Domestic Partners And Dependents Of University Employees.
- (1) The following individuals are eligible for full tuition remission:
 - (a) Spouses of employees;
 - (b) Unmarried dependents of employees, defined for purposes of this rule as naturally born sons and daughters, stepsons or stepdaughters of the employee, and individuals for whom the employee has been appointed the legal guardian, who receive primary financial support from the employee. Determination of primary financial support shall exclude consideration of income such as that from co-op program employment;
 - (c) Domestic partners of employees, defined for purposes of this rule as a partner of the same or opposite sex who meets specific criteria established by the Human Resource Department;
 - (d) Spouses and unmarried dependents of former employees who retired and received a retirement annuity or become completely disabled while in the service of the university.
 - (e) Spouses, domestic partners and unmarried dependents of former employees who died while in the active service of the university;

(C) Limitations on Benefits

1. Remission is only available for graded courses.
2. Employees, spouses, domestic partners and dependents, classified as out-of-state residents for tuition purposes, shall pay a per credit hour fee subject to change each year, for courses at all levels, unless enrolled in an academic program covered by a reciprocity agreement with the state in which he/she resides.
3. For spouses, domestic partners, and dependents, the maximum number of attempted credits, as defined by the registrar, at the undergraduate level to which full tuition remission benefits may be applied is 144 semester credit hours, except that in cases where the minimum number of credit hours required to complete a program is larger than 144 semester credit hours, that required number of credit hours shall be covered by tuition

remission.

4. Tuition remission benefits for spouses, domestic partners and dependents shall not apply for specific programs for the colleges of law (JD), medicine (MD and MS in physiology) and pharmacy (PharmD). Spouses, domestic partners and dependents who are admitted and enrolled in the specified programs in the colleges of law, medicine or pharmacy by the last day of the spring 2009 term are not subject to the provisions in this paragraph.

(D) Loss of Tuition Remission Benefits

Continued eligibility for any of the tuition remission benefits conferred by this rule is contingent upon the recipient maintaining satisfactory progress toward a degree, based on criteria established by the Student Financial Aid Office as required by federal laws and regulations. Eligibility for tuition remission shall be suspended for individuals who fail to maintain satisfactory progress towards a degree until such time as this requirement has been met.

(E) Enrollment in Classes During Working Hours

Employees may be permitted to attend academic courses during their scheduled working hours, with the approval of the administrative unit head, dean, or vice-president to whom they report. Time spent attending such courses shall be unpaid and in addition to an employee's regularly scheduled work week. All individuals enrolled in courses during scheduled working hours are expected to fulfill their assigned responsibilities and obligations.

If schedule accommodations are denied, management will explain the legitimate business reason for the denial.

3. Bulletin boards will be available as agreed upon for posting of Union notices.

UNION BULLETIN BOARD LOCATIONS

Armor Shield Building – Garage Area

Campus Service Bldg. (Sears Bldg) – first floor

Central Stores/Mailroom - Basement

Clermont College – Maintenance Office

OCAS

Fifth Third Arena – Dock

Housekeeping

CAS – Basement of Science Building

Lindner - Dock

McMicken – Basement

Rieveschl – 6th floor

Housing

Calhoun – Basement

Daniels – Basement

Morgens - Basement

Hoxworth Blood Center – all break/storerooms and Donor Services Office

HPB – Basement (across from room G50)

Lab Animal Medicine – All facilities have a bulletin board in the employee break room

Maintenance Department, South - Basement

MSB - Ground

UC Blue Ash

Wherry Hall

4. Contracting of Work:

- A. 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 subcontracting is vested in the University.
 - B. The University will give the Union ninety (90) days written notice of its intent to contract functions or for services if such contract would adversely affect contractual rights of bargaining unit members. Such notice will state what functions or services are involved and what classifications will be affected.
 - C. If contracting of work presently performed will result in the displacement of bargaining unit members, the University will notify the Union of the specific positions to be displaced no less than thirty (30) days prior to the effective date and will promptly meet with the Union at its written request to discuss the effects of subcontracting.
 - D. While the University retains all of its rights, attempts will be made to retain employees at the University or provide work with the subcontractor. It will not be considered a layoff if the employee is transferred or given other duties at the same pay.
5. The University agrees to save the Union harmless of any Civil Rights charges concerning the validity of employment tests administered.
6. The University shall pay for certificates/licenses required for employees to maintain employment in their positions. All employees requiring certification/licensing as part of their job shall be eligible to attend, without loss of pay and, when feasible, at the expense of the University, classes, meetings or seminars which are approved by the University as being of benefit to the University and to the educational development of the employees involved. The number of employees who are authorized to attend any said class, seminar or meeting will be determined by the University and will be contingent upon operational requirements, including patient care and staffing requirements at the time. The Union and Hoxworth shall address certification/licensure issues specific to the Blood Center in a Memorandum of Understanding.
7. The Hoxworth Blood Center will maintain professional liability insurance covering Phlebotomists while performing duties assigned and paid for by the Hoxworth Blood Center.
8. Uniforms:
- A. The University will provide an annual stipend or clean University-provided uniforms and career apparel. The option shall be at the discretion of the unit. All stipends will be paid on or before July 1 of each year.
 - B. Employees will be provided a minimum of three (3) sets of career apparel (including five (5) blouses/shirts) or five (5) uniforms as needed, but not more than one (1) time per year, to accommodate seasonal needs where appropriate. The Union shall be consulted for input before uniforms and career apparel are purchased. Uniforms and career apparel must be neat in appearance and may not be worn other than during work time. If a uniform or career apparel is damaged due to non-job related activities, the employee will pay for replacing the uniform. The University will replace a uniform or career apparel damaged from normal wear. Disputes regarding the application of this section shall be addressed through the grievance procedure.
9. Labor/Management Committee:
- A labor management committee will be responsible for developing partnering strategies and establishing programs that will lead to cooperative and collaborative labor-management relations. The

agenda for each meeting shall include at least one item intended to further these goals. The Committee may establish task forces to deal with specific issues, such as subcontracting, work redesign, employee recognition and safety issues not within the jurisdiction of the established safety committees.

The Committee, which shall meet on a monthly basis, will consist of eight (8) members, half of which shall be appointed by the University and half by the Union. It is understood by the parties that grievances are not a proper subject for discussion. Minutes of the meetings shall be kept and distributed to all committee members.

10. A copy of all University Personnel Policies and Procedures will be provided to the Union with current updates.

11. The University, through the Office of Campus Calendar, shall make available to the Union, its facilities for the purpose of meetings and seminars at no cost to the Union. The use of these facilities shall be in compliance with the University's Policies on Solicitation.

12. The University shall endeavor to notify the Union president when there are major operational changes that may impact upon employees' working conditions.

13. The University will permit employees working overtime as a result of a snow emergency to utilize vacation time or compensatory time off during their regularly scheduled shift provided the emergency is under control.

14. Except for the purpose of recognition as defined in Article 2 of this agreement, the definition of Intermittent Employee, Part-time Employee, Permanent Employee, Seasonal Employee and Temporary Employee, will be that contained in the glossary of the Policies and Procedures Manual of the University.

15. The University shall provide a copy of this Agreement to bargaining unit employees at the University orientation program.

16. The Union acknowledges that various departments and units within the University have developed and implemented performance incentive programs, i.e., bonuses, spot awards. If participation of bargaining unit employees is considered, the University will notify the Union of the programs prior to implementation. The Union may make a written request to meet and discuss the program and the employees' participation. If the Union fails to respond to the notice, bargaining unit employees will be included for participation.

The University may discontinue any incentive program at any time. The University will notify the Union, in writing, if a program in which bargaining unit members are participating is to be discontinued. The Union reserves the right to notify the University, in writing, of their desire to discontinue participation in performance incentive programs.

17. If a letter from the Union Staff Representative is received by the Director of Employee Relations, alleging that a supervisor has engaged in a pattern of abusive behavior, the Director will conduct an investigation. The Union will be notified in writing of the results of the investigation and whether or not appropriate action is warranted and has been taken.

18. Within thirty (30) days of ratification of this agreement, a labor-management committee shall be established to review concerns regarding availability and cost of parking.

ARTICLE 26 STAFF RECOGNITION

Employees may take advantage of opportunities for on-the-job training, formal training, performing higher-level duties, and other opportunities to expand their knowledge base and demonstrate increased skills. Demonstrating increased skills is one way employees may increase their value to UC and become eligible for salary increases or lump sum bonuses.

This program is a responsibility shared by both the employee and the immediate supervisor. Employees are encouraged to work with their supervisor to plan the activities and functions that will lead to skill development. Employees are encouraged to set and follow through with training and development goals. To support this program in an equitable manner, supervisors, managers and directors are shall announce opportunities within the work area that will allow interested and qualified employees to benefit from internal development opportunities.

Employees are encouraged to communicate openly and frequently with their immediate supervisor concerning skill development goals. Meetings during the year are encouraged to facilitate communication between supervisors and employees about progress toward skill development and career plans.

Employee contributions can be assessed through positive change or improvement in the following areas:

1. Knowledge, Skills and Ability that demonstrate:
 - Initiative/Problem solving
 - Service orientation/Departmental or Institutional Perspective
 - Operational Effectiveness/Resource Management
 - Special Projects

2. Outcomes and Results that demonstrate (over a period of time):
 - Consistency
 - Dependability
 - Reliability

In determining eligibility for a salary increase or lump sum bonus, employees and supervisors are encouraged to consider the following:

- What impact has the employee made on team, departmental, or organizational performance?
- What level of competence has been brought to bear in handling the demands of the role?
- To what extent have agreed objectives and outcomes been achieved?

Examples of activities that may result in a salary increase or lump sum bonus may include but are not limited to:

- Provides substantial contribution to the fulfillment of goals and objectives of the Office, Department, or Division through performance of special assignments.
- Provides creative, innovative ideas or solutions using strategies, which increase efficiency and/or the effective use of resources or which strengthen the image of the Office, Department or Division.

- Demonstrates outstanding leadership to the Office, Department, or Division resulting in significant accomplishments.
- Completes educational degree or job relevant certification.
- Completes training that supports and demonstrates more effective job performance.
- Demonstrates significant and continuous increase in service, quality of work, and/or productivity.
- Demonstrates initiative that makes systems more efficient and/or processes more streamlined, effective and valuable.
- Takes on assigned responsibility of job training for newly hired coworkers.
- Makes contributions towards improvement or enhancement of the quality of departmental services that make a significant difference for colleagues, students, staff and customers.
- Accomplishes unique and non-recurring endeavors not normally associated with the duties of the position

Employees are eligible for salary increases or lump sum bonuses. The philosophy of the program is to reward performance, enhanced skills and/or productivity among current employees.

Lump sum bonus process

The process provides a means of recognition and financial reward for performance that exceeds normal expectations and requirements for the position or for one-time accomplishments. (See Criteria)

The employee may request a lump sum bonus, the employee's supervisor or area administrator may recommend that such a bonus be given to the employee. The initiator will submit the request form to the VP designee. If the employee submits the form, he/she must copy his/her supervisor and department head on the request. The employee will be informed of the status of his/her request within thirty (3) days of submitting the form. In a case where the supervisor is not willing or able to discuss a lump sum bonus, the employee should complete the appropriate form and send a copy to his/her supervisor, department head and VP/VP designee. Each division/unit of the University will have an approval process that may include the Department Head, Business Office, Dean, etc. (process to be determined locally in each unit). Regardless of the local unit process, in all cases, the lump sum bonus requires Vice Presidential approval (or approval of the VP designee).

Requests under this policy may be processed at any time, but no lump sum bonus will be reviewed within one (1) year of the last review for the same position except by mutual agreement of the University and the employee. The VP/designee shall notify the employee, the employee supervisor and HR in writing of the determination of the lump sum bonus within 30 days of receipt of the request by the VP/VP designee including the reason for the determination. There is no central funding for a lump sum bonus; funding is the responsibility of the individual unit/department. A lump sum bonus does not become a part of the employee's base salary. Within 30 days following VP/VP designee approval, a PCR will be processed by the employee's department for the lump sum bonus and must include the approved request form in the Comments box. Compensation will review and approve as appropriate.

Wage Progression Process

The process provides for rewarding employees through pay progression within their current position and classification. Opportunities for increased compensation may be available for application of new skills and expertise already developed over time in the job or based on plans set forth for future development. Employees who are interested in wage progression should approach their supervisors by completing the appropriate form, a copy of which will be sent to the VP/VP designee. The employee will be informed of the status of his/her request within thirty (30) days of submitting the form.

Supervisors/managers/administrators may also approach employees with suggestions for increasing employee skills in order to take advantage of wage progression. (See Criteria)

Progression opportunities should be demonstrably equally available to all staff who meet the criteria. Skills and expertise already developed should be documented including objective evidence of how those skills and expertise were applied in the job. This information should be mutually agreed upon and submitted on the Wage Progression/Lump Sum Bonus Form. The opportunity for increased future compensation, based on plans set forth for future development, ideally begins with a mutual agreement between an employee and their supervisor. The written agreement submitted on the Wage Progression/Lump Sum Bonus Form will include specifics of the agreed upon criteria, the objective evidence that will be used to assess whether the employee has met the agreed upon criteria, and a timeline for completion. There could be a general progression arrangement for the department as a whole or an individual progression agreement for a single employee.

The supervisor should meet with the employee requesting wage progression. The supervisor will document the discussion and agreement (if any), sending copies to the employee, department head and VP designee. Within 30 days of submission of the Wage Progression/Lump Sum Bonus Form, the VP/VP designee shall notify the employee, the employee supervisor and HR in writing of the determination including the reason for the decision. Each division/unit of the University will have an approval process that may include the Department Head, Business Office, Dean, etc. (process to be determined locally in each unit). Regardless of the local unit process, in all cases, the salary increase requires Vice Presidential approval (or approval of the VP designee).

All funding is the responsibility of the individual unit/department; no central funding is provided.

Requests may be processed at any time, but no wage progression request will be reviewed within one (1) year of the last review for the same position except by mutual agreement of the University and the employee. A wage progression salary increase becomes a part of the employee's base salary. A PCR will be processed by the employee's department for the increase and must include the approved request form in the Comments box. Compensation will review and approve as appropriate. The effective date of the increase would be the first day of the pay period that contains the effective date the employee has completed all criteria, as submitted either by the supervisor or employee for approval as determined in the written agreement or the date of submission of the form whichever is appropriate.

The Staff Recognition program is not subject to the grievance procedure. Disputes will be referred to the Labor-Management Committee. The Labor-Management Committee will develop guidelines for resolving disputes.

**UNIVERSITY OF CINCINNATI
Wage Progression/Lump Sum Bonus Form**

I. Employee Information

Employee Name _____ UCID _____

Title _____ ML _____

College/Unit/Department _____

II. Wage Progression or Lump Sum Bonus Information

Date of Meeting with Supervisor _____

Select One

Reason for Wage Progression or Lump Sum Bonus

Lump Sum Bonus
Amount Requested _____

Initiative/Problem Solving
 Service Orientation/Department or Institution Perspective

Wage Progression
Amount Requested _____

Operational Effectiveness/Resource Management
 Special Projects
 Outcomes and Results

Justification-Please include effective date if applicable (*may attach additional documentation*)

III. Individual Completing Form

Name _____ Phone _____

Title _____ ML _____

Signature _____ Submission Date _____

IV. Approvals and Signatures

Employee's Signature _____ Date _____ Phone _____

Supervisor's Signature _____ Date _____ Phone _____

Department Head's Signature _____ Date _____ Phone _____

Funding Source Acct Line _____

V. VP/VP Designee Determination

Approved Denied

Reason: _____

VP/ VP Designee

Date

**ARTICLE 27
SAVINGS CLAUSE**

If any Article or Section of the Agreement or any addition thereto would 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 should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and 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 28
EMERGENCY WAIVER CLAUSE**

In cases 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 29
MAINTENANCE OF STANDARDS**

1. This Agreement will be the sole recourse available to bargaining unit members represented by the Union pursuant to the Ohio Revised Code, Section 4117.10(A).
2. This Agreement supersedes any conflicting agreements, clauses, policies, procedures and memorandums, with the exception of arbitration decisions, judicial decisions, applicable administrative agency decisions, and mandated Personnel and Board policies between the University of Cincinnati and members of the bargaining unit. Unless made a written part of this Agreement, the conflicting items, less the listed exceptions, shall be considered null and void on the effective date of this Agreement.

**ARTICLE 30
SEASONAL CLOSURE**

The University will be subject to a seasonal closure between the Christmas and New Year's holidays each year of the contract. Employees not required to work shall receive their regular pay for any such days. Employees deemed essential by their unit and required to work during a seasonal closure shall be granted seasonal time on an hour-for-hour basis in addition to their regular pay for the day. Such seasonal time shall not be unreasonably denied. Such seasonal time can be utilized at the employees' discretion in the place of any other contractual leave with no unreasonable restrictions. Seasonal time earned must be utilized no later than last day of June following the dates it was earned, of each year of the contract or it will be forfeited.

ARTICLE 31
DURATION

This Agreement shall be effective July 1, 2015 and shall continue in effect until midnight, June 30, 2018 and thereafter from year to year unless either party gives sixty (60) days written notice prior to expiration or any yearly anniversary date thereafter, to terminate this Agreement; provided, that should any applicable change be made in State Law that would be contrary to any provisions herein, that provision would be automatically affected accordingly.

**APPENDIX 1
UNIVERSITY OF CINCINNATI**

| <u>TITLE</u> | <u>PAY GRADE</u> |
|--|-------------------------|
| Assistant Air Quality Technician (AM) | 94B |
| Air Quality Technician 1 (AM) | 97D |
| Air Quality Technician 2 (AM) | 97G |
| Assistant Air Quality Technician (HVAC) | 94B |
| Air Quality Technician 1 (HVAC) | 97D |
| Air Quality Technician 2 (HVAC) | 97G |
| Auto Mechanic 1 | 97A |
| Auto Mechanic 2 | 97E |
| Automotive Service Worker | 12 |
| Blood Center Phlebotomist | 87A |
| Blood Center Technician | 91 |
| Blood Collection Driver Technician | 96B |
| Building Maintenance Supt 1 (AM) | 97J |
| Building Maintenance Supt 1 (Electrical) | 97J |
| Building Maintenance Supt 1 (HVAC) | 97J |
| Emergency Building Maintenance Supt 1 | 97J |
| Cashier 1 | 12 |
| Cashier 2 | 90 |
| Cashier Supervisor | 93B |
| Custodial Work Supervisor | 91 |
| Custodial Worker | 82 |
| Delivery Worker 1 | 85 |
| Delivery Worker 2 | 91 |
| Assistant Electrician | 88L |
| Electrician 1 | 97F |
| Electrician 2 | 97I |
| Equipment Operator 1 | 93A |
| Equipment Operator 2 | 95A |
| Event Technician 1 | 83 |
| Event Technician 2 | 93 |

**APPENDIX 1
UNIVERSITY OF CINCINNATI**

| <u>TITLE</u> | <u>PAY GRADE</u> |
|----------------------------------|-------------------------|
| Groundskeeper 1 | 81 |
| Groundskeeper 2 | 86L |
| Groundskeeper 3 | 94A |
| Groundskeeper 2 (Horticulturist) | 93L |
| Groundskeeper 3 (Horticulturist) | 94A |
| Head Start Tech 1 | 12 |
| Head Start Tech 2 | 81 |
| Irrigation Specialist 1 | 96G |
| Irrigation Specialist 2 | 97B |
| Laboratory Animal Aide | 87 |
| Laboratory Animal Technician 1 | 77B |
| Laboratory Animal Technician 2 | 86L |
| Laboratory Animal Technician 3 | 89A |
| Laboratory Animal Technician 4 | 96D |
| Labor Crew Leader | 89 |
| Laborer | 85 |
| Assistant Locksmith | 94B |
| Locksmith 1 | 96G |
| Locksmith 2 | 97B |
| Master Locksmith | 97H |
| Mail Processor | 96H |
| Mail Service Worker | 91 |
| Mail Clerk/Messenger | 93 |
| Maintenance Repair Worker 1 | 96A |
| Maintenance Repair Worker 2 | 96E |
| Maintenance Repair Worker 3 | 97E |
| Messenger | 85 |
| Mobile Unit Assistant | 86L |
| Motorist Assistant Operator 1 | 90 |

APPENDIX 1
UNIVERSITY OF CINCINNATI

| <u>TITLE</u> | <u>PAY GRADE</u> |
|---|-------------------------|
| Mover 1 | 89 |
| Mover 2 | 92 |
| Moving Supervisor (Truck Driver LD/SA) | 86L |
| Parking Facility Attendant | 81 |
| Parking Maintenance Superintendent | 93B |
| Jr. Health Physics Tech 1 | 86L |
| Jr. Health Physics Tech 2 | 95A |
| Staff Health Physics Tech 1 | 96F |
| Staff Health Physics Tech 2 | 97C |
| Senior Health Physics Tech | 97F |
| Storekeeper 1 | 86L |
| Storekeeper 2 | 94B |
| Storekeeper 3 | 96C |
| Stores/Transportation Worker | 86 |
| Stores Clerk | 85 |
| Teller | 93 |
| Vehicle Operator 1 | 92 |
| Vehicle Operator 2 | 86L |

**APPENDIX 1
UNIVERSITY OF CINCINNATI**

TITLES NO LONGER USED BY THE UNIVERSITY

| <u>TITLE</u> | <u>PAY GRADE</u> |
|--------------------------------|-------------------------|
| Ambulance Operator 1 | 87 |
| Ambulance Operator 2 | 89 |
| Assistant Machinist | 87 |
| Bowling Lane Technician 1 | 91 |
| Bowling Lane Technician 2 | 93 |
| Electronic Technician 1 | 90 |
| Electronic Technician 2 | 91 |
| Elevator Mechanic 1 | 91 |
| Elevator Mechanic 2 | 93-A |
| Equipment Mechanic | 89 |
| Health Unit Coordinator | 86 |
| Laundry Worker | 80 |
| LPN Med Floater | 77 |
| Machinist 1 | 91-A |
| Machinist 2 | 93-A |
| Morgue Supervisor (Embalmer) | 90 |
| Morgue Attendant | 86 |
| Nutrition Lab Assistant | 86 |
| Patient Care Service Associate | 85 |
| Phlebotomist | 77 |
| Sign Worker 1 | 85 |
| Sign Worker 2 | 87 |
| Sr. Physical Therapy Assistant | 12 |

**APPENDIX 2
PAY SCHEDULE**

EFFECTIVE JULY 1, 2015

****All positions to average market as of 7/1/2015
(2% INCREASE for employees above market)**

| PAY GRADE | ENTRY RATE | PROBATION RATE | PAY GRADE | ENTRY RATE | PROBATION RATE |
|----------------------|-----------------------|---------------------------|----------------------|-----------------------|---------------------------|
| 12 | \$11.09 | \$11.65 | 93L | \$14.88 | \$15.62 |
| 13 | \$11.60 | \$12.18 | 94A | \$15.62 | \$16.40 |
| 81 | \$11.61 | \$12.19 | 94B | \$15.72 | \$16.51 |
| 82 | \$11.87 | \$12.46 | 95A | \$15.97 | \$16.78 |
| 83 | \$12.17 | \$12.78 | 96A | \$16.11 | \$16.92 |
| 85 | \$12.32 | \$12.94 | 96B | \$16.41 | \$17.23 |
| 86 | \$12.37 | \$12.99 | 96C | \$16.59 | \$17.42 |
| 87 | \$12.43 | \$13.05 | 96D | \$16.63 | \$17.47 |
| 89 | \$12.56 | \$13.19 | 96E | \$17.50 | \$18.38 |
| 90 | \$12.82 | \$13.45 | 96F | \$17.58 | \$18.46 |
| 91 | \$12.93 | \$13.58 | 96G | \$17.70 | \$18.58 |
| 92 | \$13.13 | \$13.79 | 96H | \$18.16 | \$19.07 |
| 93 | \$13.38 | \$14.05 | 97A | \$18.33 | \$19.24 |
| 77B | \$13.56 | \$14.24 | 97B | \$19.36 | \$20.32 |
| 81L | \$13.82 | \$14.51 | 97C | \$19.39 | \$20.36 |
| 82L | \$14.43 | \$15.15 | 97D | \$19.57 | \$20.54 |
| 86L | \$14.51 | \$15.24 | 97E | \$20.14 | \$21.15 |
| 87A | \$15.17 | \$15.94 | 97F | \$21.91 | \$23.01 |
| 88L | \$14.73 | \$15.47 | 97G | \$22.34 | \$23.46 |
| 89A | \$15.18 | \$15.95 | 97H | \$22.39 | \$23.52 |
| 91A | \$15.24 | \$16.00 | 97I | \$24.26 | \$25.47 |
| 93A | \$15.26 | \$16.03 | 97J | \$25.30 | \$26.57 |
| 93B | \$15.47 | \$16.25 | | | |

**APPENDIX 2
PAY SCHEDULE**

EFFECTIVE JULY 1, 2016

2% INCREASE

| PAY GRADE | ENTRY RATE | PROBATION RATE | PAY GRADE | ENTRY RATE | PROBATION RATE |
|------------------|-------------------|-----------------------|------------------|-------------------|-----------------------|
| 12 | \$11.31 | \$11.88 | 93L | \$15.18 | \$15.94 |
| 13 | \$11.83 | \$12.42 | 94A | \$15.93 | \$16.73 |
| 81 | \$11.84 | \$12.43 | 94B | \$16.03 | \$16.84 |
| 82 | \$12.11 | \$12.71 | 95A | \$16.29 | \$17.10 |
| 83 | \$12.41 | \$13.03 | 96A | \$16.43 | \$17.25 |
| 85 | \$12.57 | \$13.19 | 96B | \$16.74 | \$17.58 |
| 86 | \$12.62 | \$13.25 | 96C | \$16.92 | \$17.77 |
| 87 | \$12.68 | \$13.31 | 96D | \$16.96 | \$17.81 |
| 89 | \$12.81 | \$13.45 | 96E | \$17.85 | \$18.74 |
| 90 | \$13.08 | \$13.73 | 96F | \$17.93 | \$18.83 |
| 91 | \$13.19 | \$13.85 | 96G | \$18.05 | \$18.96 |
| 92 | \$13.39 | \$14.06 | 96H | \$18.52 | \$19.45 |
| 93 | \$13.65 | \$14.33 | 97A | \$18.70 | \$19.63 |
| 77B | \$13.83 | \$14.52 | 97B | \$19.75 | \$20.73 |
| 81L | \$14.10 | \$14.80 | 97C | \$19.78 | \$20.77 |
| 82L | \$14.72 | \$15.45 | 97D | \$19.96 | \$20.96 |
| 86L | \$14.80 | \$15.54 | 97E | \$20.54 | \$21.57 |
| 87A | \$15.47 | \$16.25 | 97F | \$22.35 | \$23.47 |
| 88L | \$15.02 | \$15.78 | 97G | \$22.79 | \$23.93 |
| 89A | \$15.48 | \$16.26 | 97H | \$22.84 | \$23.98 |
| 91A | \$15.54 | \$16.32 | 97I | \$24.75 | \$25.98 |
| 93A | \$15.57 | \$16.34 | 97J | \$25.81 | \$27.10 |
| 93B | \$15.78 | \$16.57 | | | |

**APPENDIX 2
PAY SCHEDULE**

EFFECTIVE JULY 1, 2017

2% INCREASE

| PAY GRADE | ENTRY RATE | PROBATION RATE | PAY GRADE | ENTRY RATE | PROBATION RATE |
|----------------------|-----------------------|---------------------------|----------------------|-----------------------|---------------------------|
| 12 | \$11.54 | \$12.12 | 93L | \$15.48 | \$16.25 |
| 13 | \$12.07 | \$12.67 | 94A | \$16.25 | \$17.06 |
| 81 | \$12.08 | \$12.68 | 94B | \$16.36 | \$17.18 |
| 82 | \$12.35 | \$12.97 | 95A | \$16.62 | \$17.45 |
| 83 | \$12.66 | \$13.29 | 96A | \$16.76 | \$17.60 |
| 85 | \$12.82 | \$13.46 | 96B | \$17.07 | \$17.92 |
| 86 | \$12.87 | \$13.51 | 96C | \$17.26 | \$18.12 |
| 87 | \$12.93 | \$13.58 | 96D | \$17.30 | \$18.17 |
| 89 | \$13.07 | \$13.72 | 96E | \$18.21 | \$19.12 |
| 90 | \$13.34 | \$14.01 | 96F | \$18.29 | \$19.20 |
| 91 | \$13.45 | \$14.12 | 96G | \$18.42 | \$19.34 |
| 92 | \$13.66 | \$14.34 | 96H | \$18.89 | \$19.83 |
| 93 | \$13.92 | \$14.62 | 97A | \$19.07 | \$20.02 |
| 77B | \$14.11 | \$14.82 | 97B | \$20.14 | \$21.15 |
| 81L | \$14.38 | \$15.10 | 97C | \$20.17 | \$21.18 |
| 82L | \$15.01 | \$15.76 | 97D | \$20.36 | \$21.38 |
| 86L | \$15.10 | \$15.86 | 97E | \$20.95 | \$22.00 |
| 87A | \$15.78 | \$16.57 | 97F | \$22.80 | \$23.94 |
| 88L | \$15.33 | \$16.10 | 97G | \$23.24 | \$24.40 |
| 89A | \$15.79 | \$16.58 | 97H | \$23.29 | \$24.45 |
| 91A | \$15.86 | \$16.65 | 97I | \$25.24 | \$26.50 |
| 93A | \$15.88 | \$16.67 | 97J | \$26.32 | \$27.64 |
| 93B | \$16.09 | \$16.89 | | | |

APPENDIX 3

**PUBLIC SECTOR
AUTHORIZATION/MEMBERSHIP
CHECKOFF CARD**

AUTHORIZATION /MEMBERSHIP

LOCAL 2544, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and it's subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty(30) to forty-five(45) days period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty(30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.

CHECKOFF AGREEMENT

You are hereby authorized and directed to deduct form my wages, my membership fee, initiation fee if any, assessment or equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposed. Dues paid to AFSCME, however my qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service. I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name _____ Social Security No. _____
Address _____ City _____
State _____ Zip Code _____ Tel. No. _____
Employer _____ Classification _____
Date _____ Signature _____

When Completed, Return to Your Local Union Representative

(Revised 7/93)

APPENDIX 4

MEMORANDUM OF UNDERSTANDING DISCIPLINE FOR UNPAID ABSENCES

The following is the policy of the University as it relates to Bargaining Unit employees who incur intermittent absences due to long-term chronic or terminal medical conditions:

In instances where an employee's attendance is addressed through the University's discipline system for conditions stated above, the hearing officer will consider the cause for unpaid absence, if the condition is substantiated to the satisfaction of the Hearing Officer. Such consideration is limited to employees who do not have a history of attendance abuse. Further, such consideration, when given, will not be cited in routine absentee cases as evidence of inconsistency.

APPENDIX 5
MEMORANDUM OF UNDERSTANDING
SHIFT DIFFERENTIAL/CLERMONT COLLEGE

This Memorandum of Understanding is entered into by AFSCME and the University of Cincinnati pursuant to the 2006-2009 collective bargaining agreement, Article 14, Section 6.

Effective May 9, 2006 Custodial Workers and Laborers at the Clermont Campus working second or third shift will receive a \$.29 per hour shift differential in addition to the shift differential cited in Article 14.

The University may discontinue this program at any time. The University will notify the Union, in writing, if this program in which bargaining unit members are participating, is to be discontinued. The Union reserves the right to notify the University, in writing, of their desire to discontinue participation in this program.

APPENDIX 6
MEMORANDUM OF UNDERSTANDING
HOXWORTH, OVERTIME

Hoxworth Blood Center recognizes that a forty (40) hour scheduled work week may not always be possible because their operations are solely dependent on the availability of the donors, however when an employee (Phlebotomist or Mobile Unit Assistant) elects to work an off day, the employee will be paid a monetary bonus. The monetary bonus will be calculated as follows:

- ITL acting in the supervisory capacity of a Team Leader on an overtime day \$30
- MUA or Phlebotomist on an overtime day \$25

The University may discontinue any overtime incentive program at any time. The University will notify the Union, in writing, if a program in which bargaining unit members are participating is to be discontinued. The Union reserves the right to notify the University, in writing, of their desire to discontinue participation in overtime incentive program.

APPENDIX 7

MEMORANDUM OF UNDERSTANDING HOXWORTH CERTIFICATIONS/LICENSES

All Hoxworth Donor Services employees required to maintain certificates/licenses for continued employment in their positions shall provide a minimum four (4) week notice when requesting to attend classes, meetings or seminars. These classes, meetings, or seminars, which are required for successful recertification/licensure, must be approved by the University as being of benefit to the University and to the educational development of the employees involved.

Should an employee fail to meet the minimum four (4) week notification period, the Donor Services Manager will review the opportunity to participate in the educational event with the employee on a case by case basis and approve or disapprove contingent upon the operational requirements of the department as outlined in Article 25, Section 6.

The employer may request documentation for the aforementioned classes, meetings, or seminars.

The University may discontinue this program at any time. The University will notify the Union, in writing, if this program in which bargaining unit members are participating, is to be discontinued. The Union reserves the right to notify the University, in writing, of their desire to discontinue participation in this program.

APPENDIX 8

MEMORANDUM OF UNDERSTANDING LAMS SCHEDULING OF OVERTIME FOR WEEKENDS AND HOLIDAYS

In accordance with the AFSCME contract Article 13, Section 10 LAMS management will distribute overtime as evenly as possible among employees in the appropriate classification who are qualified to perform the necessary work within the operational unit*.

*Operational Unit is defined as -Facility staff that are regularly scheduled to a Facility M –F.

LAMS staff are considered essential personnel and are vital to maintaining the health and well- being of the research animals entrusted to LAMS care. The University is required, by law, to have animal care staff available and on site 365 days a year at each LAMS facility.

There are area schedule “check off sheets” that incorporate specific facilities and animal rooms. These schedules are to be completed in the order as listed on the “check off” sheet. An LAT is assigned to cover one of these Schedules. LAT Staff are required to check with the on-call supervisor upon completion of their assigned schedule. Staff may be required to assist another LAT with their schedule as deemed necessary by the supervisor.

A schedule will be prepared and posted every six (6) months in each facility break room for staff to review. A time period not less than five (5) working days will be allotted to review the schedule.

A staff meeting will be scheduled to review the weekend schedule as a group by operational unit. Employees that wish to give up their scheduled weekend and/or Holiday will need to make this known at the group meeting. If an employee wishes to trade his/her weekend (still retaining the OT), the employee will need to make this known at the group meeting.

At the group meeting we will:

- a. Reschedule the dates the employee(s) wish to give up.
- b. Give all staff opportunity to trade schedule dates.

The dates that are given up will be offered according to seniority as follows:

The first vacancy to the most senior person qualified to cover the schedule, and then down the line until

everyone has had a chance to pick up an extra weekend/OT. The Seniority rotation begins again until all vacated dates are scheduled. No more than three (3) consecutive back-to-back weekends will be permitted.

Once the weekend schedule is complete, it will be updated, distributed to all techs, and posted in each facility break room. At this time, NO changes may be made to the schedule unless authorized by the Area Supervisor. If something occurs necessitating a change, the employee initiating the change to the schedule must submit a completed "weekend schedule change form" to the area Supervisor for approval. (The employee initiating the change will be responsible for locating a qualified tech to assume responsibility for working the weekend in question). The area supervisor may assist with this process. Seniority will be the deciding factor in the event more than one (1) staff member makes it known they want to take the weekend being given up. The weekend schedule change request form must be submitted no less than five (5) working days prior to the weekend the change is requested for. Where there is a need to cover a weekend schedule due to unforeseen circumstances and no one is willing to volunteer, the area Supervisor will notify the least senior qualified technician that will be required to cover the schedule as soon as possible.

To ensure communication of any animal health or other critical issues or concerns regarding the weekend, the staff scheduled must report to work on Friday prior to the weekend.

In case of an emergency or illness on a weekend or Holiday, the employee scheduled to work must contact the supervisor on-call directly. If the on-call supervisor cannot be reached, notify another supervisor or the Facility manager. The supervisor will then be responsible for locating a qualified tech to work or will cover the schedule themselves as appropriate. The Technician with the emergency situation will be required to show proof of the emergency.

A staff list in order by operational unit seniority will be posted along with the final weekend schedule in each break room.

Additional staff may elect to work their regular assigned schedule on a Holiday. All additional volunteer staff must report to work no earlier than 6:00am and no later than 8:30am. All regular schedule work must be completed by 2:30pm regardless of start time.

For employees working weekends and holidays, the automated Time Keeper (Kronos) is programmed to

automatically deduct 30 minutes for lunch when working 5.30 hours or longer. Employees must notify the supervisor if they are not taking a lunch period. If you are working an 8-hour work shift you must take at least a 30-minute lunch break.

APPENDIX 9
JUST CAUSE GUIDELINES

1. Did the University give the employee forewarning or foreknowledge of the possible or probable consequences of the employee's conduct?
2. Was the University's rule or managerial order reasonably related to a) the orderly, efficient and safe operation of the University, and b) the performance that the University might properly expect of the employee?
3. Did the University, before imposing discipline upon the employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order?
4. Was the University's investigation conducted fairly and objectively?
5. As a result of the investigation was substantial evidence and proof obtained that the employee was guilty as charged?
6. Has the University applied its rules, order and penalties evenhandedly and without discrimination?
7. Was the degree of discipline administered by the University reasonably related to a) the seriousness of the offense, and b) the record of the employee in his/her service with the University?

APPENDIX 10

MEMORANDUM OF UNDERSTANDING

Prior to any proposed bargaining-unit lay-off, the parties shall meet to discuss ways of minimizing the impact of such lay-offs.

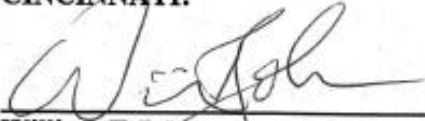
SIDE LETTER – STUDENT WORKER OVERTIME

University Policy 16-12 establishes a general limitation of thirty (30) hours per week for student workers, subject to limited exceptions for quarter breaks and other specific periods.

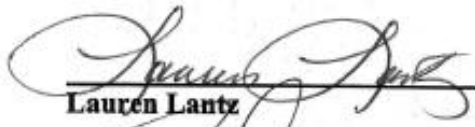
Because this is a University Policy, the University expects its managers to comply with that policy and therefore will take whatever steps are appropriate and necessary to ensure compliance.

SIGNATORY TO AGREEMENT

**FOR THE UNIVERSITY OF
CINCINNATI:**



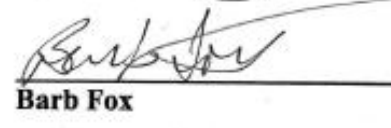
William T Johnson



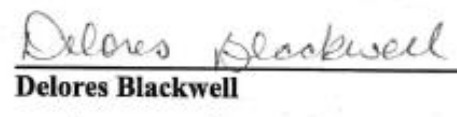
Lauren Lantz



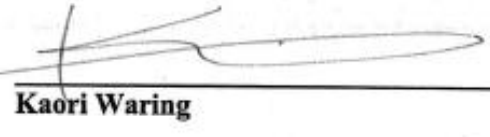
Shawn Gregory



Barb Fox



Delores Blackwell

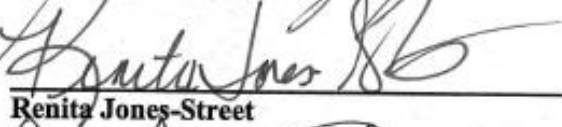


Kaori Waring

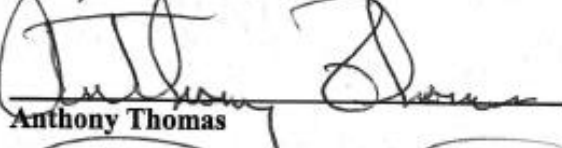
**FOR THE LOCAL 2544 OF AFSCME,
OHIO COUNCIL #8**



Rebecca Frankenhoff



Renita Jones-Street



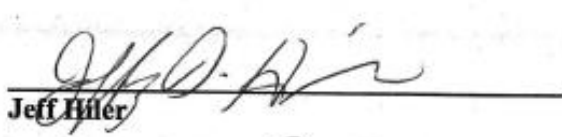
Anthony Thomas



Damon Sims



Doug Newland



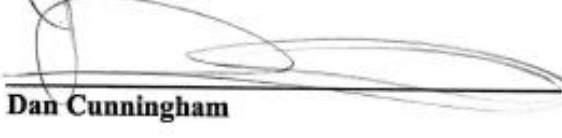
Jeff Hiler



Tracy Johnson



Joyce Nelson



Dan Cunningham