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AGREEMENT BETWEEN
UNIVERSITY OF CINCINNATI

AND

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 20

AUGUST 1, 2015 TO JULY 31, 2018

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ARTICLE 1
PURPOSE

This agreement is entered into this first day of August 2015 by and between the University of Cincinnati, hereinafter referred to as the University, and Local #20 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the Union.

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

ARTICLE 2
RECOGNITION

A. The University recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this agreement on matters of wages, hours of employment, and other conditions of employment.

B Employees covered by this agreement are those listed by classification in Appendix 1.

C. Excluded from the bargaining unit are:

1. All other classified and unclassified positions either represented or not represented;
2. All other management, supervisory, and confidential health and safety employees as defined by Ohio Revised Code 4117.01.

ARTICLE 3
NON-DISCRIMINATION

A. The University and Union reaffirms the policy that discrimination on the basis of race, color, religion, national origin, sex, sex orientation, handicap, status as disabled veteran or veteran of Vietnam era, or age will not be practiced in any of its activities. The University and the Union will take Affirmative Action as appropriate in its activities.

B. The University and Union agree not to interfere with the rights of the employees, as defined by Ohio Revised Code 4117.03, paragraph (A) through (C), and not to discriminate with respect to Union memberships or activity.

ARTICLE 4
UNION SECURITY AND CHECK OFF

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

The current administrative charge for this service will be borne by the Union.

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

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

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

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

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

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

ARTICLE 5
UNION REPRESENTATIVES

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

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

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

The Union will determine the classifications that each steward will represent in the five (5) areas (B.1 through B.5 above) and so inform the Office of Labor Relations. The Union will provide a steward list annually and upon any changes. There shall be no more than one (1) steward per shop.

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

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

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

F. Stewards and/or employees released to serve on the Union negotiating committee shall be paid for all hours spent in negotiations with University representatives; however, no employee shall be paid more hours than he/she is regularly scheduled for that day. On

days in which negotiations are being conducted between the parties, the employees on the Union negotiating committee shall be assigned to the day shift provided the Union notifies the University two (2) weeks prior of the need to make work schedule accommodations.

ARTICLE 6
MANAGEMENT RIGHTS

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

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

ARTICLE 7
NO STRIKE OR LOCKOUT

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

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

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

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

official or representative of the University;

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

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

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

ARTICLE 8
DISCIPLINARY AND GRIEVANCE PROCEDURE

A. <u>Corrective Discipline/Discharge</u>

1. An *employee* may be *disciplined* for the *following* reasons:

a. Violation of the Ohio Revised Code (124.34) as set forth in the statutory grounds for disciplinary action;

b. Violation of University policies, rules, and regulations, including but not limited to theft and/or dishonesty, whether they be statutory or promulgated by the Board of Trustees, and/or its officers, deans, directors, or other duly designated representatives. Such policies, rules, and regulations shall be made available to the Union.

2. An employee who receives an unsatisfactory performance evaluation shall be subject to re-evaluations until the performance is corrected or the employee is disciplined up through the action prescribed by Article 8, A.5.c. Evaluations may not occur within less than 30 working days of each other.

3. No employee who is subject to corrective discipline that, (except for failure to qualify at the end of the probationary period), immediately results in a reduction of pay, suspension, demotion or dismissal, shall be denied a hearing by a detached administrator prior to the imposition of said discipline. An employee may waive the hearing, in writing. A written waiver of rights to the hearing will subject the employee to the immediate imposition of the corrective discipline. Written reprimands may be imposed without a hearing and are subject only to the grievance procedure. Written conference reports are not subject to the grievance procedure. It is understood that a written conference report is not part of the progressive disciplinary process.

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

Should an employee decide to file a grievance over disciplinary action taken as the result of a hearing, such grievance shall be initiated at Step 3 of the grievance procedure within ten (10) working days of the personal delivery or certified mailing of the notice of disciplinary action.

Charges which lead to corrective and/or disciplinary action must be brought against an employee within fourteen (14) calendar days of the time when the employer became aware of the alleged infraction. Employees subject to all written corrective discipline, up to and including dismissal, shall receive notification of disciplinary actions in writing. Where there is a hearing officer's report, the employee shall be notified of the decision with copies forwarded to the Union office.

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

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

a. Voluntary resignation;

b. Discharge for just cause as set forth in this Article, Section A, 1 & 2;

c. Discharge after three (3) consecutive unsatisfactory performance evaluations;

d. Failure to return from a leave of absence as set forth in Article 17;

e. Failure to return from a layoff as provided in Article 10, Section C;

f. A layoff which exceeds twenty-four (24) consecutive months;

g. Absence from work for more than three (3) consecutive scheduled work shifts without the employee's having contacted the supervisor or supervisor's designated representative. Should a question arise as to the employee's ability to contact any of those specified above within three (3) days, such matters shall be subject to the grievance procedure;

h. Acceptance of another full-time permanent position while on authorized

leave, or working another position on sick leave. This does not apply to employees working occasional jobs or part-time jobs while on vacation, holiday, or personal unpaid leave. Employees must be aware of and in compliance with the University's Collateral Employment Policy.

i. Failure to return from a disabling injury or illness after more than twenty-four (24) months from expiration of sick leave and/or upon qualification of either Federal or State total disability. Workers' compensation disability may include an election not to use accrued sick leave, in which case, the twenty-four (24) months begins with the diagnosis of disability.

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

B. Grievance Procedure

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

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

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

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

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

Step 4: Any grievance which remains unsettled after having gone through Steps 1 and 3 may be submitted to arbitration upon written request of either the Union or the University, provided such request is made within thirty (30) days after the Step 3 decision of the University.
Once a grievance has been submitted to arbitration, the parties may jointly request the grievance be mediated in an attempt to resolve it The mediator shall be provided by SERB or FMCS. The parties shall agree upon a pool of ten (1O} FMCS-qualified arbitrators. For the duration of this agreement, arbitrators shall be selected by alternatively striking from randomly drawn panels of five (5).

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

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

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

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

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

ARTICLE 9
FILLING OF VACANCIES

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

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

C. Initial applications for promotional opportunities will be accepted only from those

qualified employees holding the next lower classification within the established job ladder within the bargaining unit. The promotion of Apprentices is addressed by Article 23, Apprentices.

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

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

D. Promotions of employees will be based on past work performance, attendance, experience and qualifications. The selection should be made from the three (3) most senior qualified candidates, using classification seniority as the means for determining seniority.

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

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

G. When a vacancy occurs within the bargaining unit, the employee with the most classification seniority within the vacant classification shall have the opportunity to transfer into the vacant position before promotions are made. It is understood that no more than two (2) transfers within the classification will be permitted when this right is exercised. Thereafter, the vacant position will be filled by promotion. Employees who are so transferred will serve a three (3) month probationary period.

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

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

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

For promotional purposes, the positions of Stationary Engineer and Lead Operator shall be treated as the same classification.

For purposes of transfers, the position of Painter shall not be treated the same as

Carpenter/Painter.

ARTICLE 10
REDUCTION IN FORCE (LAYOFF) AND RECALL

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

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

1. For reduction in force within the bargaining unit, employees having the lowest University seniority within the classification identified for reduction will be laid off.

2. Where employees are subject to a reduction in force, the University shall have the right to prioritize the layoff by:

a. Filling existing open positions within the bargaining unit or equal classification so long as the employee is capable of performing the work to be done, or,

b. Displacing lower seniority employees in the next lower classification or succeedingly lower classifications within the established job ladder. Vacant positions within these lower classifications shall be filled first.

c. In the event of a tie in University seniority, a draw of cards will determine who will be laid off. The employee(s) drawing the lowest card(s) will be identified for layoff, subject to the provisions of Article 10, B.2.

d. For the purpose of layoff and recall, the classification of painter/plasterer and plasterer shall be considered one (1) classification.

e. For the purpose of layoff and recall, the classification of carpenter/painter and carpenter shall be considered one (1) classification.

f. For the purpose of layoff and recall, the classifications of underground pipeline technician and plumber-pipefitter shall be considered one (1) classification.

3. The bargaining unit member(s) who is subject to reduction in classification through displacement and/or layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-

delivered at least fourteen (14) calendar days in advance of the effective date of the action. The letter shall contain the effective date of the reduction in classification and/or layoff, reference to the recall and grievance procedures contained in this contract.

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

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

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

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

D. The obligation to recall employees after a full twenty-four (24) months of layoff shall cease pursuant to Article 8, A.5.f.

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

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

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

ARTICLE 11
HOURS OF WORK AND OVERTIME

A. Hours:

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

credited to the day actually worked.

B. Overtime:

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

1. For all hours in active pay status in excess of forty (40) hours in any work week for which overtime has not previously been earned.

2. For all work performed on a holiday as defined in Article 13.

3. When an employee works a scheduled off-day, he/she shall be paid at time and one-half his/her regular straight- time rate of pay. If the employee works his/her next scheduled off-day, he/she shall be paid at double his/her regular straight time rate of pay. In addition, double time shall be paid for all consecutive hours of work in excess of the equivalent of the employee's regular shift hours + 8.

4. The payment of overtime rates for any hour eliminates that hour for any other overtime calculation. The University will make every reasonable effort to distribute overtime equally among employees in their respective classifications within the zone or area. An overtime list will be posted every two (2) weeks.

Overtime refused will be counted as overtime taken for the purpose of accounting for the distribution of overtime. Should the overtime be refused by all employees on a given shift, the University reserves the right to require overtime as necessary.

Employees scheduled to work overtime but who report in sick will have their scheduled overtime canceled and no such leave with pay or any other pay is given for this time. In addition, the employee may be subject to disciplinary action due to such call-offs.

C. Continuous Shift Lunch:

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

D. Callback:

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

E. Schedule Change:

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

F. Compensatory Time:

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

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

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

ARTCILE 12
SHIFT DIFFERENTIAL

A. Employees working a second shift between 6:00 p.m. and 11:00 p.m. shall receive shift differential of one dollar and sixty cents ($1.60) retroactive to July 22, 2012.

B. Employees working a third shift between 11:00 p.m. and 6:00 a.m. shall receive shift differential of ninety cents ($.90) retroactive to July 22, 2012.

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

ARTICLE 13
HOLIDAYS

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

1.	New Year's Day	6.	Veteran's Day
2.	Martin Luther King Day	7.	Thanksgiving Day

3.	Memorial Day	8	Day after Thanksgiving
4.	Independence Day	9.	Christmas Day
5.	Labor Day	10.	Extra Christmas Day

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

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

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

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

1. Be paid ten (10) hours of holiday pay if the holiday falls on a scheduled workday.

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

ARTICLE 14
PYRAMIDING

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

ARTICLE 15
VACATION

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

Length of Continuous University Service	Vacation Accrual	Accrual Per Pay Period	Maximum Accrual
Less than 1 year	*See footnote	3.08 hours	10 days (80 hours)
1 year but less than 8 years	10 days (80 hours)	3.08 hours	30 days (240 hours)
8 years, 0 days		(One time + 40.04 hours)	
8 years but less than 15 years	15 days (120 hours)	4.62 hours	45 days (360 hours)
15 years, 0 days		(One time + 40.04 hours)	
15 years but less than 25 years	20 days (160 hours)	6.16 hours	60 days (480 hours)
25 years, 0 days		(One time + 40.04 hours)	
25 years or more	25 days (200 hours)	7.70 hours	75 days (600 hours)

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.

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

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

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

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

D. For purposes of scheduling only, the vacation year shall be defined as beginning on

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

For purposes of this agreement, when seniority is taken into consideration, if two (2) or more employees have the same seniority, ties shall be broken by drawing from a deck of cards, with the highest card equating to the most senior.

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

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

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

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

ARTICLE 16
SICK LEAVE

A. All full-time employees are eligible for paid sick leave after the end of the original probationary period.

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

C. No employee hired, reappointed, or reinstated on or after July 1, 1985 will be permitted to transfer or carry forward any sick leave balance previously earned except as provided in Section B above.

D. The following sick leave program will apply to bargaining unit members:

1. Sick leave entitlements shall be credited for use in the following manner:

   a. Seven (7) days shall be credited to a yearly short term pool as of the first full pay period in January of each year and shall not be accumulated in the long term sick leave pool. Employees hired after January 1 will have their short-term sick leave credit prorated based on the percentage of the year in active employment at the University.

   b. Eight (8) days sick leave shall be accrued at a rate of 2.47 hours per

pay period for credit to a cumulative extended sick leave pool beginning the first full pay period in January of each year. The maximum accumulation of extended sick leave credit will be unlimited. Extended sick leave shall not be used as short-term sick leave.

c. Sick leave for part-time employees will be prorated according to the percentage of the full-time appointment.

2. Employees may use sick leave from the short-term sick leave pool for illnesses of one (1), two (2), or three (3) days in duration without a doctor's certificate so long as a balance remains in the pool. Employees may use their short-term sick leave pool in case of bereavement for non-relatives.

3. Employees will be entitled to use sick leave from the extended sick leave pool for illness on the fourth (4th) work day of continuous absence and thereafter or on the first (1st) day of illness in accordance with Section 5(d), so long as there is a balance of sick leave remaining in the pool. Use of the extended sick leave pool shall:

a. Be conditioned upon a doctor's certificate of illness indicating the necessity of the absence as well as the estimated date for the return to work;

b. Not be permitted for the first three (3) days of any absence (illness or injury);

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

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

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

a. Sickness or off-duty injury (except in non-University employment) to the employee;

b. Quarantine because of contagious disease;

c. Absence for family sickness in the immediate household will only be

approved when an employee's presence at home is absolutely essential. The burden of proof will be on the employee as to the essential nature of the absence. When an employee wishes to stay home because of illness in the family, but does not qualify under the above sections, vacation credit may be used with the department's approval;

d. Access to the long-term pool will be permitted during the first three (3) days of absence in the following instances:

(1) The inpatient or outpatient treatment of an employee or family member by a medical or dental procedure at a hospital, emergency room or outpatient treatment center, including non-routine diagnostic procedures at the aforementioned facilities and surgical procedures in a doctor's office; however, treatments excluded include routine doctor examinations and consultations, dental treatments by dentists and orthodontists, and treatments for minor ailments such as the common cold, a sore throat, the flu or similar gastrointestinal condition, and a headache.

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

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

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

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

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

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

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

ARTICLE 17
OTHER LEAVES

A. **Military:**
The university shall comply with the requirements of the Uniformed Services Employment and Re-employment Rights Act (USERRA) as well as any other relevant federal or state law or regulation.

Bargaining unit members who, pursuant to the laws and regulations of the state of Ohio, are entitled to receive a leave without loss of pay for a limited period of time per calendar year may also receive pay for military service with no effect on pay from the university.

B. Court Appearances:

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

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

ARTICLE 18
WAGES

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

A. Classification:

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

B. Rates of Pay:

1. Effective July 1, 2015, the salary schedules will be increased by one and one-half percent (1.5%) of base rate of pay, exclusive of longevity. Effective July 1, 2016, the salary schedules will be increased by one and one-half percent (1.5%) of base rate of pay, exclusive of longevity. Effective July 1, 2017, the salary schedules will be increased by one and two percent (2%) of base rate of pay, exclusive of longevity.

Promoted employees will begin the new classification five (5) percent above the current rate. Salary adjustments will occur at the conclusion of a satisfactorily completed probationary period (see Section C.1 below).

The entry rate will be increased to ninety-five percent (95%) of the permanent rate. This excludes the classification of apprentice stationary engineers.

C. Step-Up Procedures:

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

2. Employees who are assigned duties for no less than one (1) pay period that constitute a different classification with a higher pay scale are entitled to an hourly pay supplement adjustment of his/her current hourly rate of the classification with the higher pay scale. Employees are eligible for this additional compensation only for those hours worked in the classification with the higher pay scale. Where employees are temporarily assigned Lead Operator duties, beginning with the first hour of the assignment, they shall receive an hourly pay supplement equivalent to the rate of the Lead Operator.

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

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

E. The pay rate for Apprentice Engineers shall be a percentage of the permanent rate

of Stationary Engineer I as specified in Appendix 11 of this Agreement.

F.

ARTICLE 19
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.

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.

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, the unused funds will be forfeited.

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.

ARTICLE 20
RETIREMENT

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

1. Ohio Public Employees Retirement System (OPERS) applies to persons hired on or after July 1, 1977.

2. City of Cincinnati Retirement System - applies to persons whose most recent date of hire was prior to July 1, 1977.

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

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

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

ARTICLE 21
GENERAL

A. United Way and Savings Bond deduction authorizations may be submitted by a bargaining unit employee. These deductions can be started and stopped at any time by written notice to the Payroll Department.

B. Tuition Remission

(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 of 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 vice president.

(2) Part-time employees who receive regular compensation for services are eligible for rem1ss1on up to 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 pursuant to court action or by the terms of a valid will, 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, domestic partners and unmarried dependents of former employees who retired from the University or became 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 Jaw (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, based on criteria established by the Student Financial Aid Office. 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.

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

D. Contracting of Work

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

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

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

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

G. The University will provide seven (7) sets of uniforms for all members of the bargaining unit. The employer will also have the uniforms cleaned and repaired at its expense. The University will pay for renewals of Stationary Engineer licensures required as a condition of employment.

H. Emergency Closing Procedure

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

ARTICLE 22
HEALTH AND SAFETY

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

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

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

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

E. The University will pay up to $150 toward the cost of a pair of safety shoes as their replacement becomes necessary. The shoes must meet ANSI-75/C-75 standards for safety shoes. Shoes must be purchased from a vendor who accepts a University purchase order form or purchasing card.

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

ARTICLE 23
APPRENTICES

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

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

1. Satisfy the qualifications of the higher position including the receipt of a passing grade on the competitive examination and acquisition of the appropriate license;
2. Continue to participate in the Apprenticeship Training Program in good standing until certified by the Joint Apprenticeship Committee as having completed the program;

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

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

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

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

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

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

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

H. Notwithstanding the eligibility requirements of Article 21(8)(2), Stationary Engineer Apprentices shall be eligible to receive tuition remission benefits for courses of study related to the Apprenticeship program immediately upon hire.

ARTICLE 24
LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established, which shall meet upon request by either party, but not more than monthly, unless otherwise mutually agreed upon, to discuss and resolve matters of mutual interest to the parties. The Committee shall consist of all Stewards designated by the Union, an equal amount of University Managers designated by the University, and one Labor Relations representative and the union business manager. Substitutes shall not be permitted without mutual agreement. With advance notification and by mutual agreement, additional personnel may be invited if their input is germane to the agenda. Each party shall submit items for the agenda not less than one (1) week prior to the scheduled meeting.
If an agenda is not completed one (1) week prior to the scheduled meeting, the meeting shall be cancelled. Minutes of the meetings shall be kept and distributed to all committee members.

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

the terms of this agreement.

ARTICLE 25
SAVINGS CLAUSE

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

ARTICLE 26
WAIVER

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

ARTICLE 27
EMERGENCY WAIVER CLAUSE

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

ARTICLE 28
CLASSIFICATIONS

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

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

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

1. Reclassification requests shall be made as follows:

   a. The employee should complete a PDQ and submit it to his/her supervisor, who will then submit the PDQ through supervisory channels to Human Resources. The supervisor shall ensure that the PDQ is submitted to Human Resources, with appropriate signatures, within thirty (30) days of its submission to the supervisor. Upon receipt of the PDQ, Human Resources confirmation shall be sent to the employee which includes the date the PDQ was submitted to the supervisor and the date it was received by Human Resources.

   b. Human Resources shall notify the employee's supervisor in writing of the classification and pay grade determination, including the reason for determination. A copy shall be sent to the employee and the Union. Human Resources shall make every effort to respond within one hundred-twenty (120) days of the employees' submission of the PDQ to his/her supervisor.

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

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

ARTICLE 29
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 30
TERMINATION OF AGREEMENT

A. This agreement shall be in full force and effect from 12:01 a.m. August 1, 2015 to 12:00 midnight July 31, 2018 and shall continue from year to year thereafter unless written notice of desire to modify either party upon the other sixty (60) days prior to the date of expiration.

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

1. The party providing notification pursuant to Section A above shall simultaneously send a copy to the State Employment Relations Board (SERB) along with a copy of the existing collective bargaining agreement.

2. During the period commencing at least 45 days prior to the expiration of the existing agreement, both parties agree to bargain in good faith in an effort to reach a settlement by the expiration date of the contract. Further, the parties shall continue in full force and effect all the terms and conditions of this agreement without resort to strike or lockout, as provided in Article 7, until the expiration of this agreement.

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

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

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

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

or lockout can be implemented.

ARTICLE 31
SPECIALIST PROGRAM

This program will take place on an ongoing basis. Utilities Operating and Maintenance employees must meet the following criteria in order to participate in the program:

CRITERIA:

Since Utilities operates as a team, where operations are dependent on plant and underground maintenance and vice versus, and both plants work together to achieve our objectives, incentive pay will be based on both team and individual goals. All of the following team goals must be achieved for any Utilities personnel to be eligible for incentive pay.

- All utilities: steam, chilled water, and electricity must be available to campus buildings with a reliability greater than 99.9% as reported by Don Davidson and verified by the Square D power logic system and Wonder Ware SQL Server reports.

- Ninety Percent of all quarterly PM's must be completed for all major equipment including CTG's, STG, HRSGs, boilers, chillers, air compressors, pumps, towers, coal handling, and oil storage equipment. Ron Webb and Jim Balzer will create a master list of PMs and will verify when they are completed.

- Since our financial performance is directly tied to our demand control, we must not exceed our contractual Duke electric contract requirements. We must limit our demand excursions to no more than 12 times per year. This will be verified by Don Davidson when he reviews our Duke electric bills.

- We must not exceed any of our EPA environmental compliance limits due to operator error. We will limit our NOx and CO exceedances to 4 each per quarter due to operator error. This will be verified by the quarterly GEMS report that Sumana Keener is required to submit to the EPA.

- Each employee must have six months of service as an Administrative Services IUOE employee.

- Each employee must be eligible for Discretionary Leave (have an E).

- Each employee must not be in a discipline mode. This means that an employee has not received a reprimand or had an administrative hearing within the past two years.

Personnel WILL:

- Project positive customer relation techniques.
- Train new hires and apprentices.
- Participate on various committees in Facilities Management.

- Be accountable for all business functions relative to their position: paperwork, supplies inventory etc.
- Follow the chain of command and direct questions regarding equipment downtime to his/her supervisor.
- Receive 2% increase to base salary for the period in which the individual qualifies as a specialist. The 2% pay supplement will not be paid when the employee is on medical leave of absence (10 days or more).

Each Employee must successfully complete at least two of the following or similar job related training courses per year. Successful completion is defined as passing a written or practical exam with a 70% score or higher.

- Energy Efficiency
- Electric Operations
- Lock out/Tag out
- EPAfEmission
- Chiller
- Water Treatment
- Refrigeration
- Generator Operation
- OSHA safety training
- Demand Control
- Controls
- Confined Space Entry
- Certified Energy Manager
- Motor Control Center Main!.
- High Voltage Safety
- UG Identification and Marking
- Computer Skills
- Management Skills

ARTICLE 32
TRADES PROGRAM

Within six (6) months of the ratification and approval of this Agreement, the University and the Union will meet to develop an incentive program for the trades classifications.

APPENDIX 1
JOB CLASSIFICATIONS

POWER PLANT

(Stationary Engineer series as listed in descending order)

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

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

TRADES/MAINTENANCE

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

Building Trades foreman
(Appointed by the university)

Trade Series:

Carpenter (Journeyman)
Carpenter/Painter (Journeyman)
Painter-Plasterer (Journeyman)
Plumber-Pipefitter (Journeyman)
Pipefitter-Welder (Journeyman)
Mason-Cement Worker (Journeyman)
Insulation Technician
Building Trades Helper
Assistant Mason

APPENDIX 2
SALARY SCHEDULE

July 1, 2015 – June 30, 2016		1.5%	
Power Plant			
Chief Stationary Engineer			$32.53
Stationary Engineer, Lead			$31.34
Stationary Engineer			$29.60
Boiler Repair Worker			$25.05
Apprentice Stationary Engineer			
	First 6 months	60%	$17.76
	Second 6 months	65%	$19.24
	Third 6 months	70%	$20.72
	Fourth 6 months	75%	$22.20
	Fifth 6 months	80%	$23.68
	Sixth 6 months	85%	$25.16
	Seventh 6 months	90%	$26.64
	Eighth 6 months	95%	$28.12
Building Trades Foreman Appointed by the university			+ $1.50
Trades Series			
Carpenter (Journeyman)			$25.67
Carpenter/Painter (Journeyman)			$25.67
Painter-Plaster (Journeyman)			$25.05
Plumber-Pipefitter (Journeyman)			$27.37
Pipefitter-Welder (Journeyman)			$27.37
Mason-Cement Worker (Journeyman)			$25.05
Welder (Journeyman)			$20.75
Insulation Technician			$20.75
Building Trades Helper (60% Average of all Trades)			$15.62
Assistant Mason			$16.62

Trade Average: $26.03

APPENDIX 2
SALARY SCHEDULE

July 1, 2016 – June 30, 2017		1.5%	
Power Plant			
Chief Stationary Engineer			$33.02
Stationary Engineer, Lead			$31.81
Stationary Engineer			$30.04
Boiler Repair Worker			$25.43
Apprentice Stationary Engineer			
	First 6 months	60%	$18.02
	Second 6 months	65%	$19.53
	Third 6 months	70%	$21.03
	Fourth 6 months	75%	$22.53
	Fifth 6 months	80%	$24.03
	Sixth 6 months	85%	$25.53
	Seventh 6 months	90%	$27.04
	Eighth 6 months	95%	$28.54
Building Trades Foreman Appointed by the university			+ $1.50
Trades Series			
Carpenter (Journeyman)			$26.06
Carpenter/Painter (Journeyman)			$26.06
Painter-Plaster (Journeyman)			$25.43
Plumber-Pipefitter (Journeyman)			$27.78
Pipefitter-Welder (Journeyman)			$27.78
Mason-Cement Worker (Journeyman)			$25.43
Welder (Journeyman)			$21.06
Insulation Technician			$21.06
Building Trades Helper (60% Average of all Trades)			$15.85
Assistant Mason			$16.90

Trade Average: $26.42

APPENDIX 2
SALARY SCHEDULE

July 1, 2017 – June 30, 2018		2.0%	
Power Plant			
Chief Stationary Engineer			$33.68
Stationary Engineer, Lead			$32.45
Stationary Engineer			$30.64
Boiler Repair Worker			$25.94
Apprentice Stationary Engineer			
	First 6 months	60%	$18.38
	Second 6 months	65%	$19.92
	Third 6 months	70%	$21.45
	Fourth 6 months	75%	$22.98
	Fifth 6 months	80%	$24.51
	Sixth 6 months	85%	$26.04
	Seventh 6 months	90%	$27.58
	Eighth 6 months	95%	$29.11
Building Trades Foreman Appointed by the university			+ $1.50
Trades Series			
Carpenter (Journeyman)			$26.58
Carpenter/Painter (Journeyman)			$26.58
Painter-Plaster (Journeyman)			$25.94
Plumber-Pipefitter (Journeyman)			$28.34
Pipefitter-Welder (Journeyman)			$28.34
Mason-Cement Worker (Journeyman)			$25.94
Welder (Journeyman)			$21.48
Insulation Technician			$21.45
Building Trades Helper (60% Average of all Trades)			$16.17
Assistant Mason			$17.24

Trade Average: $26.95

APPENDIX 3
WAIVER OF ADMINISTRATIVE HEARING

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

APPENDIX 4
GRANDFATHERED LONGEVITY PARTICIPANTS

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

POWER PLANT

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

NEIDLINGER, Michael W.

MEMORANDUM OF UNDERSTANDING

Whenever an employee is required to work a minimum of six (6) hours of overtime that ends within six (6) hours of the start of the employee's next shift, the university will make a good faith effort to send the employee home with ABS for an adequate rest period.

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS:

Richard Gerrein

Clark Miller

David Jeffries

Michael Zachery

Mark Berlon

Jacob Kirby

FOR THE UNIVERSITY OF CINCINNATI:

Lauren Lantz

William Johnson