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AGREEMENT

between

UNIVERSITY OF CINCINNATI

and

Local 217

of

AFSCME CINCINNATI

COUNCIL NO. 8

Effective
OCTOBER 22, 1980

X-10/82

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**AGREEMENT
1980-1982**

**ARTICLE I
PURPOSE**

This agreement is entered into this 22nd day of October, 1980, by and between the University of Cincinnati, University of Cincinnati, University Hospital, Holmes Division and General Division hereinafter referred to as the University and Local 217, of AFSCME Cincinnati Council No. 8 and 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 II
RECOGNITION**

- A. The University recognizes the Union as the sole and exclusive collective bargaining agency for all employees, permanent full-time and permanent part-time, covered by this Agreement on matters of rates of pay, wages, hours of employment, and other conditions of employment.

A permanent part-time employee is defined as one who works a regular weekly schedule of 20 hours or more but less than 40, and is paid on a regular bi-weekly basis.

- B. Employees covered by this Agreement are those in the classifications listed in Appendix I which is made part of this Agreement. Should new classifications be created wherein the Union has a community of interest, such new jobs shall be added to said list.

- C. There shall be no change and/or modification of positions represented by the Union under this Agreement without prior negotiation with the Union.
- D. Excluded from the bargaining unit are:
1. Clerical, other than at General Hospital.
 2. New employees still within their probationary period.
 3. Supervisory employees (those who hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, discipline, or responsibly direct employees, adjust their grievances, or effectively recommend any of these actions). For this purpose, employees holding positions that were formerly classified as crew leaders are not considered to be Supervisory employees.
 4. Employees with fiduciary or confidential responsibilities and those associated with Labor Union affairs (e.g. Personnel, Finance, Security, Secretarial) except the Centrex operator at Holmes, currently a member of the Union.
- E. The adjustment of wages for a particular classification represented by the Union is subject to negotiation except where governed by the Ohio Revised Code.
- F. 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 supervises.

- G. The right of Individual employees to present their own requests or process their own grievances shall not be impaired by this Agreement.

ARTICLE III NO DISCRIMINATION

- A. The provisions of this agreement shall be applied to all employees without discrimination on account of sex, race, creed, marital status, age, national origin, or physical handicap.
- B. The University agrees not to interfere with the rights of its employees, as defined in Article II, 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.
- C. The Union agrees not to intimidate or coerce employees of the University into joining the Union or continuing their membership therein.

ARTICLE IV UNION SECURITY AND CHECK OFF

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

The current administrative charge for this service will be borne by the Union. The check-off authorization form is that found in Appendix II.

- 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 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.
- C. 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 his authorized representative. The Union is permitted a reasonable number of stewards and will furnish their names to the Personnel Office at the time of their identification as Union Stewards. The University will participate in the adjustment of grievances. Time spent by the stewards in grievance handling will be paid for 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 steward shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his supervisor. Union representatives must secure permission from the department Head, or his authorized representative, in order to contact any employee on University time.

ARTICLE V
WAGES, SUPPLEMENTARY BENEFITS
AND WORKING CONDITIONS

The wages, benefits, and working conditions for employees covered by this Agreement shall be in accordance with resolutions passed by the Board of Trustees, except where governed by the Ohio Revised Code. There shall be no recommendations for changes in wages, benefits, and working conditions affecting such employees without prior negotiations with the Union. The wage schedules agreed upon for those in the unclassified service are those in Appendix III.

ARTICLE VI
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, lay off, 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, the 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.

ARTICLE VII NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action which will interrupt or interfere with the operation of the university. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, to bring about an immediate resumption of normal work. If for any reason there is a work stoppage of this nature, parties to this Agreement will maintain continuous communications in an attempt to resolve the dispute concerned. Union officers will exert a concerted effort designed to restore normal working conditions, after which formal negotiations will be pursued as appropriate to the condition concerned. Management agrees that it will not lock out employees, nor will it do anything to provoke interruptions or to prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of University services.

ARTICLE VIII GRIEVANCE AND DISCIPLINARY PROCEDURES

A. Grievance

A grievance is defined as a violation of this agreement, Civil Service Laws or any other Law of the State of Ohio. Each written grievance must state the section of the agreement where the violation has occurred and the remedy requested to settle the grievance.

1. Any employee having a grievance must take it up with their immediate supervisor outside the bargaining unit within five (5) working days of the alleged grievance. The supervisor must attempt to adjust it and render a decision within three (3) working days.
2. If the employee is not satisfied with this decision, the grievance shall be reduced to writing and then be presented to the Superintendent or department Head by the employee together with a Steward. The Superintendent shall decide the case and give a written answer within five (5) working days.
3. If the grievance is not settled with this decision, the grievance, along with the decision, shall be presented to the Director or Assistant Administrator who shall have a meeting with the grievant and their Union Representative to hear the facts and make a decision within five (5) working days. This decision shall be in writing.
4. If the grievance is not settled as provided in Section three (3), then it may be presented to the University Director of Personnel or his designated representative. A meeting will be held with the Union Staff Representative and the interested parties within five (5) working days. The hearing officer shall render a decision within five (5) working days after the meeting.
5. If the grievance is not resolved as provided in Section four (4), the Union may present the issue to the arbitration procedure.

Grievances not answered within the time limits prescribed in Sections 1, 2, and 3 shall automatically

advance to the next step unless such time limit is extended by mutual agreement.

Supervision will render a grievance decision within the prescribed time limits, and coordinate with the Labor Union Representative regarding any difficulties experienced.

The party requesting arbitration must notify the other party in writing within fifteen (15) days of its intention to do so.

In the event the matter is submitted to arbitration, the arbitrator shall be appointed by mutual consent of the parties hereto, within seven (7) days after arbitration is invoked.

If the parties cannot agree, they shall, by joint letter, solicit a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.

Both the employer and the Union shall strike two names from the panel. The party invoking arbitration shall strike the first name, the other party shall strike one name, the process will be repeated and the remaining person shall be the arbitrator.

The matter in dispute shall be submitted to the arbitrator in the form of a joint submission by the parties and shall define the issue or issues to be arbitrated. Any grievance submitted to arbitration shall be heard as soon as possible.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested

to issue his decision within thirty (30) days after the conclusion of testimony and arguments.

Expenses for arbitration service and proceedings shall be borne by the employer and the union. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto. Any difference arising incidental to negotiations of terms of a new Agreement or modification or amendment to this Agreement shall not be subject to arbitration.

Either party may have a verbatim record made of the proceedings at its own expense providing it make copies available without charge to the other party and the arbitrator.

6. An employee who believes he is not properly classified or who believes he is working outside his classification may request a study through the Union. Such request shall specify where his work assignment or job description is allegedly in error.

A representative of the Personnel Department shall be assigned within five days to meet with the employee, his supervisor, and his Union representative, or another representative of his choice to discuss the alleged inaccuracies.

A copy of the information obtained from this meeting shall be furnished to the Union along with the recommendation of the Personnel Department representative.

Appeal of the decision resulting from this recommen-

ation shall start at Step 4 of the grievance procedure (Article VIII, Section A4).

B. Discipline

1. An employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in his job.
2. Procedure: No employee shall be disciplined (except for failure to qualify at the end of his probationary period) without a hearing by the Head of his Department or designated representatives, unless the employee specifically waives it in writing, except as provided in this article. In such cases, a copy of this letter shall be attached to any disciplinary papers resulting from the incident leading to the hearing and forwarded to the Union office. The purpose of the hearing is to make sure that both parties understand the other's position.
3. Representation: At this hearing the employee shall have the right to ask the attendance of a representative of his choosing. It is the responsibility of the Official issuing the charges to ascertain the wishes of the employee in this matter before the date of the hearing.

The official issuing the charge letter shall include in the letter a description of the alleged offense including sufficient information to enable the employee and/or his representative to prepare for the hearing.

This letter shall also include a clear statement notifying the employee of his right to representation. A copy of this letter will be sent to the Union at least three days prior to the date of the hearing.

4. Possible Disciplinary Actions:

- a. Oral reprimand.
- b. Written reprimand.
- c. Reduction of pay to the next lower step within the pay range.
- d. Suspension up to thirty (30) calendar days.
- e. Demotion.
- f. Dismissal.

5. a. A classified employee may appeal a dismissal, reduction or suspension of more than three working days to the State Personnel Board of Review by filing an appeal, in writing, within ten days after the order of the appointing authority has been filed with the State Personnel Board of Review.
- b. If a dismissal (except for dismissal during the probationary period), demotion, reduction in pay or suspension of more than three working days has been appealed to the state Personnel Board of Review and the Board has not concluded hearing of the appeal within ninety (90) calendar days of the filing of the appeal, the affected bargaining unit employee may, with the concurrence of AFSCME, apply for and have his or her appeal heard by an arbitrator as expeditiously as

possible. Prior to arbitration, the affected employee must request and obtain dismissal of the appeal from the State Personnel Board of Review. No arbitration will be held, and no arbitrator selected, unless a copy of the notice of dismissal of the appeal is in the possession of the appropriate personnel office or designee. An arbitrator's decision will be final and binding on both parties to this agreement, unless reversed or modified as provided by law. The provisions of Article VIII, A5, with respect to selection of arbitrators, payment of arbitration expenses, and limitations upon the powers of the arbitrator, shall apply to arbitration of dismissal cases.

6. In cases of dismissal, the employee is entitled to payment of all wages due him.
7. Absence from duty by an employee for three consecutive working days without any explanation within that period, or his failure to return from leave of absence after the leave has expired or been revoked, shall in each case be deemed a dismissal. The explanation referred to above must be made to the employee's foreman, supervisor or other official as specified by University regulations. If within ten days after the last day of actual work prior to the unexplained absences the employee should furnish to the appointing authority a satisfactory explanation of his absence, the entry of dismissal may be set aside.

Furthermore, an employee may request a hearing by the University, during that same time day period, to consider the charges against him and allow him an opportunity to satisfactorily explain his absence.

8. Written reprimands may be issued without the necessity for a hearing as outlined above. Such

reprimands may be subject to the grievance procedure. With employee concurrence, a copy of such a reprimand shall be furnished to the Union. Reprimands will not be used after two (2) years in future disciplinary actions unless for the same offense in which case reprimands will not be used after three (3) years.

9. Disciplinary action will be initiated no later than thirty (30) calendar days following the latest infraction of the event(s) upon which the disciplinary action is based. It is understood that this may be a series of events that could have occurred prior to the latest event and is of the same nature.
10. Those employees holding appointments in positions which were in the Classified Civil Service prior to July 1, 1977 and whose positions are presently in the Unclassified Civil Service, may appeal a dismissal (except for dismissal during the probationary period), demotion, reduction in pay or suspension of more than three (3) working days, with the concurrence of AFSCME, by requesting an appeal in writing to appropriate Personnel Office within ten (10) working days of the Certified mailing or personal delivery of written notification of such disciplinary action. If the tenth day falls on a Saturday, Sunday, or University recognized holiday, the final succeeding regular work-day shall be considered to be the tenth day. This appeal shall be heard by an arbitrator who shall be chosen as provided in Article VIII, B10, and the decision of the arbitrator will be final and binding on both parties, unless reversed or modified as provided by law.
11. Appeals of disciplinary actions, pursuant to Article VIII, B5b, and Article VIII, B9, shall be heard by a

single arbitrator from a permanent panel of five arbitrators. Cases shall be assigned to members of the permanent panel in rotation in accordance with the alphabetic order of last names of the members of the panel. The permanent panel shall be selected from a list of twenty-one arbitrators submitted by the Federal Mediation & Conciliation Service. First the Union and then the University shall strike a name from the submitted list, and shall continue alternately to strike until the names of the permanent panel of five remain. Either party may, upon written notice to the party after 1/1/78, remove one arbitrator from the permanent panel. A replacement shall then be selected from a list of five arbitrators submitted by the Federal Mediation & Conciliation Service in the same manner used to select the original panel except the party removing the arbitrator from the permanent panel shall strike the first name. The replacement shall assume the position of the arbitrator he/she replaces in the rotation sequence.

The payment of arbitration expenses and limitation upon the powers of the arbitrator as stated in Article VIII, A5, shall apply to arbitrators in disciplinary procedures as outlined in Article VIII, B9.

12. The legitimate use of paid sick leave as provided under Article 124.38 ORC, shall not lead to a disciplinary action.

ARTICLE IX FILLING OF VACANCIES

- A. Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled

insofar as practicable by the promotion of present employees.

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

- B. An employee failing his probationary period on promotion must be restored to his previous classification. His salary step is that which he would have been on had he remained in the lower classification.
- C. An employee who is promoted as a result of an open competitive examination and who fails his probationary period will be returned to his former position or one of like status and pay.
- D. When dually classified employees exist in the classification in which there is a full-time vacancy, such an employee with the longest seniority in the particular classification shall be promoted, provided his past performance ratings are satisfactory.
- E. Seasonal employees have preference for permanent employment in the same classification. When a permanent position is to be filled, the Seasonal with the highest performance rating in the department having the vacancy will be appointed. Where performance ratings are equal, the seasonal with the most seniority, measured in days of paid employment, will be appointed to fill the permanent position.
- F. An employee who has resigned in good standing may be reinstated if a vacancy exists in the same or similar classification within one year of the date of his resignation. Reinstatement will not be approved if:

1. A lay-off recall list exists in the classification.
 2. The Department has Seasonals or dually classified employees in the classification.
 3. A promotion examination list exists for the position.
- G. An employee wishing to transfer within his classification from one department to another may request it in writing to the Personnel Department. An employee who is denied a transfer from one department to another shall be given a reason why the transfer was denied in writing. 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 record will be made available to the Union for inspection upon consent of the employee.

An employee wishing to transfer from one assignment to another assignment within his departmental classification may make such a request in writing to his department. When a vacancy occurs in the requested assignment, the senior employee with a written request on file will be reassigned. A written request for change in assignment within a departmental classification will be honored for one year unless withdrawn or refused when offered.

- H. If the number one employee on a promotional list of at least two names is not selected for the position in question, the University of Cincinnati shall set forth in writing the reasons for the rejection of the employee. A copy shall be furnished to the Union at the request of the employee.

ARTICLE X LAY-OFF AND RECALL

- A. For Unclassified Bargaining Unit Positions.

1. When it becomes necessary in any department, through lack of work or funds to reduce the number of employees in a given classification, contract employees, casuals, student, emergency, provisional, temporary, seasonal and probationary permanent employees shall be laid off first, in that order.
2. Permanent employees shall be laid off next, with the employee having the least seniority measured in days of paid employment with the University of Cincinnati laid off first.
3. If a reduction is necessary in the number of employees in a classification normally filled by promotion, the employee with the least seniority in the classification will be demoted rather than laid off. Thereafter, the lay-off procedure of Section "B" will apply.
4. In the lay-off of Seasonal employees, the Seasonal employee with the lowest performance rating shall be laid off first. Where performance ratings are equal, the Seasonal employee with the least seniority as measured in days of paid employment will be laid off first.
5. The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority for a period not to exceed one year. According to their standing on such a list, they shall have the prior right to recall to any vacancy in the same department and classification or equivalent classification. The names of Seasonal employees shall follow the names of permanent employees on the recall list.

6. The University and the Union recognize the principle of seniority.

An employee shall lose his seniority if he:

- a. Quits or resigns and is not reinstated within one year.
- b. Is discharged for cause.
- c. Is laid off for a period of more than 12 consecutive months.

The Union will annually (January) be provided with a seniority list by classification and University appointment.

- B. Lay off and recall of classified bargaining unit employees will be as provided in the Ohio Revised Code, 124.32.
- C. Employees covered by this agreement are also covered by the applicable provisions of the Unemployment Compensation Laws of the Federal Government and the State of Ohio.
- D. If it becomes necessary to lay off full-time permanent employees for any reason at one unit of the University, such employees, provided they are qualified, will be offered available work at other units before new employees are hired.

ARTICLE XI HOURS OF WORK AND OVERTIME

- A. The regular work week shall consist of forty hours, five days of eight hours each. (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.)

- B. Work performed in excess of eight hours in any one day shall be compensated for at the rate of time and one-half.
- C. Work performed on the employee's sixth day or on the rotating shift, employee's first day off, shall be compensated for at time and one-half, unless the employee has not been in a pay status for forty hours that week. In such cases, he receives straight time for the first forty hours of the week, and time and one-half for the balance.
- D. Time not worked but paid for because of a holiday, vacation, jury duty, sick pay as provided in Article XVI, or Union Leave shall be considered as time worked for purposes of "pay status."
- E. Work performed on the seventh day of the employee's work week or on the rotating shift, employee's second day off, shall be compensated for at the rate of double time.
- F. 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.
- G. If an employee is scheduled to work overtime, but reports sick, his scheduled overtime is cancelled, and no sick leave with pay or any other pay is given for the overtime period.
- H. Employees who must continuously monitor their duty station shall have a one-half hour lunch period built into their eight 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.

- I. Whenever an employee is called on to work at time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed four hours pay at the proper overtime rate. It is understood that any work performed prior to the start of the regular shift is not covered by this minimum guarantee, but will be paid for at the proper overtime rate.
- J. Management will attempt to equalize overtime work keeping in mind the classification, seniority and qualifications of those employees who normally perform such work. Overtime lists will be posted except in Nursing Service.
- K. Work Schedules will be posted. Before a change in the regular schedule is made, forty-eight hours 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.
- L. General Hospital 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 classification first by classification seniority, then by departmental seniority before assigning from remaining staff.
- M. Notwithstanding the above sections of Article XI, all overtime and holiday overtime will be paid in accordance with

Section 124.18 of the Ohio Revised Code unless and until it can be determined that overtime payments as provided in the above sections may be legally paid. The University will maintain and retain accurate records of overtime and holiday overtime worked by bargaining unit employees.

- N. When an employee paid under salary Schedule A and B of Section 124.15 of the Revised Code, who is not overtime-exempt, is required by an authorized administrative authority to be in an active pay status for more than forty hours in any week, he shall be compensated for such time over forty hours at one and one-half times his base rate of pay or at the rate equivalent to pay range 33, Step 1, whichever is the lesser.
- O. The employee may elect to take compensatory time off in lieu of overtime pay on a time and one-half basis, at a time mutually convenient to the employee and his administrative superior within one hundred and eighty days after such overtime is worked.
- P. If an employee's base rate of compensation is less than a rate equivalent to pay range 09, step 1, salary Schedule A, or pay range 29, step 2, salary Schedule B, and he is required to work on the days designated as a holiday by section 124.19 of the Revised Code, he shall be entitled to pay for such time worked at one and one-half times his total rate of pay, or at a rate equivalent to pay range 33, step 1, whichever is the lesser in addition to his regular pay.
- Q. If an employee's normal base rate of compensation is equivalent to pay range 09, step 1, salary Schedule A or pay range 29, step 2, salary Schedule B, or more, and he is required to work on a day designated as a holiday by Section 124.19 of the Revised Code, he shall be granted

compensatory time off at time and one-half within thirty days thereafter.

ARTICLE XII SHIFT DIFFERENTIAL

- A. Employees assigned to a shift ending between 6:01 p.m. and midnight, 12:01 a.m., shall receive shift differential of thirty cents (30¢) per hour for the entire shift.
- B. Employees assigned to a shift ending after 12:01 a.m. and before 8:00 a.m., shall receive shift differential of forty cents (40¢) per hour for the entire shift.
- C. If circumstances require an employee or crew to be assigned to special shift work, the differential shall be paid, starting with the first day of such assignment. Each person is to be scheduled no more than two different work shifts in one week.
- D. Licensed Practical Nurses at Cincinnati General Hospital shall receive fifteen cents (15¢) per hour shift work in addition to the thirty cents (30¢) and forty cents (40¢) referred to in Sections A and B of this Article.
- E. Pharmacist and Pharmacy Technologists shall receive five cents (5¢) per hour shift work in addition to the thirty cents (30¢) and forty cents (40¢) referred to in Sections A and B of this Article.
- F. Employees whose shift starts prior to 7:00 a.m. shall be paid 3rd shift differential for all hours up to 7:00 a.m.

ARTICLE XIII HOLIDAYS

- A. Employees are entitled to ten paid holidays.
1. The first day of January (New Year's Day)
 2. The third Monday in January (Martin Luther King Day)
 3. The last Monday in May (Memorial Day)
 4. The fourth day of July (Independence Day)
 5. The first Monday in September (Labor Day)
 6. The eleventh day of November (Veteran's Day)
 7. The fourth Thursday in November (Thanksgiving Day)
 8. The fourth Friday in November (the day after Thanksgiving)
 9. The twenty-fifth day of December (Christmas Day)
 10. The day before or the day after Christmas

ARTICLE XIV 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 XV VACATIONS

- A. All permanent full-time classified employees earn annual vacation according to their number of years of service with the State of Ohio or with any of its political subdivisions. In case of transfer from one Ohio public agency to the University all vacation taken or paid for by that agency shall be charged against vacation credits at the University.

1. Employees whose most recent date of hire was before July 1, 1977, earn vacation as follows:
 - a. Employees with less than five years of service as of their anniversary date shall be entitled to ten days of vacation.
 - b. Employees with more than five but less than ten years of service as of their anniversary date shall be entitled to 13 days of vacation.
 - c. Employees with more than ten but less than fifteen years of service as of their anniversary date shall be entitled to 18 days of vacation.
 - d. Employees with more than fifteen but less than twenty-five years of service as of their anniversary date shall be entitled to twenty-two days of vacation.
 - e. Employees with more than twenty-five years of service as of their anniversary date shall be entitled to twenty-five days of vacation.
 - f. Permanent part-time employees receive pro-rata vacation based on the above schedule.
2. Employees hired July 1, 1977, or thereafter earn vacation as follows:
 - A. Less than one year of service — no vacation.
 - b. One year, but less than eight (8) — Two weeks (80 work hours) (10 working days).

- c. Eight years, but less than fifteen (15) — Three weeks, (120 work hours) (15 working days).
 - d. Fifteen years, but less than twenty-five (25) — Four weeks, (160 work hours) (20 working days).
 - e. Twenty-five or more years of service — Five weeks, (200 work hours) (25 working days).
- B. An employee reinstated from retirement to his former position receives current vacation based on service in the previous vacation year, and retains credit for service prior to retirement for purposes of computing longevity vacations.
- C. Seasonal employees who are made permanent receive vacation credit for service which lead directly into a permanent appointment, including service broken by lay-off, regardless of the year in which the service was rendered. A seasonal who refuses recall to work loses credit for service previously rendered. In no case under this section can vacation credit exceed ten (10) days in any one year.
- D. Selection of available vacation time shall be by seniority of employees within their classification. If two or more employees have the same classification seniority, their department seniority date shall be the determining date. If this date is also the same, then their hiring date shall determine the selection. If this date is also the same, then the employees shall be listed in alphabetical order for seniority purposes.

Selection of first choice of available vacation time will be by seniority of those employees within their classification until all employees within the classification have chosen one time. This procedure will repeat for second, third, etc., choices.

- E. 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 years. Such excess leave shall be eliminated from the employees' leave balance.

Upon separation from University service, an employee shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three years.

Accrued untaken vacation pay up to a maximum of three years of deceased employees will be paid to their estate.

- F. For the purposes of determining how many years of service an employee has, employment with any state agency or any political subdivision of the state is counted. Time spent on military leave or any other authorized leave of absence is also to be counted.

Part-time service is counted for the purpose of determining length of service, but an employee must be working on a full-time basis to actually earn vacation credit except as provided in A-1-f.

- G. Days designated as holidays are not charged to vacation leave regardless of the day of the week on which they occur.
- H. Vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.
- I. No employee will be credited with vacation while working on a part-time appointment except as provided in A-1-f.
- J. Vacation for permanent full-time unclassified employees:

1. Less than one year of service — no vacation.
 2. One year but less than five years — 12 days.
 3. Five years but less than ten years — 14 days.
 4. Ten years but less than fifteen years — 19 days.
 5. Fifteen years but less than twenty-five years — 23 days.
 6. Twenty-five years and over — 26 days.
- K. Permanent part-time unclassified employees receive pro-rata vacation based on the schedule in Section J of this Article.
- L. The University will provide its employees their vacation pay in advance of vacation departure providing the employee notifies his Departmental Supervisor in writing one week in advance of scheduled vacation.
- M. After one full year of service employees may with supervisory approval use vacation credit as accrued. This approval shall not be unreasonably denied.

ARTICLE XVI SICK LEAVE

- A. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty hours of service in active pay status, including paid vacation, overtime, and sick leave, but not during a leave of absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate.

- B. Employees reinstated to their former position, re-called from lay-off or who re-enter University employment within ten (10) years shall be credited with any accumulated sick leave balance remaining at the end of their previous service. No prior credit is given if the employee was out of service more than 10 years.
- C. Employees who enter the University service who have accumulated sick leave with other agencies will have such sick leave credited as provided in the Ohio Revised Code, 124.38.
- D. Sick leave credit can be used with the approval of the department, in any of the following instances:
 - 1. Illness or injury of the employee or a member of his immediate family.

Absences for sickness in the immediate household will only be allowed 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, and a doctor's certificate will be required. Extension beyond one day will be approved only in case of critical illness, except in case of an official quarantine. When an employee wishes to stay home because of illness in the family, but does not qualify under the above, vacation credit may be used.

- 2. Death of a member of his immediate family (sick leave usage limited to five (5) working days).
- 3. Medical, dental, or optical examination or treatment of employee or a member of the immediate family.
- 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance

of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

5. Pregnancy and/or childbirth and other conditions related thereto.

Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

The University will seek a ruling whether the use of one day's sick leave for the death of any other family member is legal.

6. Sick leave conversion on retirement as provided by Ohio Revised Code, 124.39.
- E. Parties to this Agreement have agreed to cooperate in programs designed to eliminate unnecessary absenteeism and sick leave abuse. It is to the benefit of each employee to conserve his sick leave as insurance against the effects of long-term illness on both himself and his family.
 - F. The University will annually, but no later than May 31, provide its employees with a record of their sick leave.
 - G. An employee returning from paid sick leave or employee returning from unpaid sick leave within one year of the start of such unpaid leave will be reinstated to a position of like seniority, status, and pay. Every effort will be made to place the employee in the same assignment and on the same shift he held at the beginning of the leave. This section

shall apply only to those employees who have completed their probationary period before the start of such leave.

ARTICLE XVII OTHER LEAVES

A. Military

1. An employee ordered for pre-induction physical shall be given time with pay for this purpose by showing his order to his department head. Time taken for periodic physicals for reserve status training is not pay time.
2. Regular full-time employees who are members of any military reserve component are entitled to leave of absence for such time as they are in the military service on field training or active duty for periods not to exceed thirty days per calendar year with no loss of pay. Such a leave must be granted by the department head after seeing orders from proper military authorities. Military training leave does not apply to short repetitive periods of military service.
3. An employee who enters military service, must show his supervisor his 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 his job if he reports within ninety 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 to six months have thirty-one 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 days after the request is filed. An employee other than a former probationary employee shall be restored to his former title and to the salary step that he would have achieved. In any event, return to work shall be consistent with Title 38, Chapter 43 of the United States Code.

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

B. Court Appearances

An employee required to serve on a jury or who is subpoenaed as a witness by any court of the United States, the State of Ohio, or a political subdivision, will be excused with pay from any University duty whose hours conflict with the hours he must actually spend in connection with his jury service, provided he deposits his jury fee with the Payroll Office through his department. If he serves on a jury or as a witness during his off hours, he keeps the fee. Such employee will advise his supervisor of his possible jury duty within five days of receipt of the notification

card advising him/her to sign up at the Court House as a prospective juror. Additionally, when the employee is called to serve on a specific date, he must notify his supervisor at least one working day before said date. Special problems involving pay for jury service by shift workers may be taken up with the Personnel Office.

Employees will honor any subpoenae issued to them, including those for workers' compensation, unemployment compensation, and Board of Review hearings.

- C. At the request of a Labor Union official, a leave of absence without pay for no more than a ten 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 supervisory approval is obtained in advance Union leave will be granted with at least ten (10) days notice. If such ten day notice cannot be given, every effort will still be made to release such employees.

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

ARTICLE XVIII HEALTH INSURANCE

All full-time permanent employees of the University of Cincinnati are eligible for health insurance.

- A. The University of Cincinnati has Comprehensive 365 day Blue Cross and Blue Shield Usual, Customary, and Reasonable charge (U.C.R.) single or family \$2.00 deductible

prescription rider. This includes a diagnostic and emergency care rider and extended care facility rider and dependent children to age 25 and maternity benefits for single female employees after 270 days. Although the application is filled out at the time of appointment, membership in the University of Cincinnati group will not become effective until the first of the month following the completion of four months of service. Blue Cross/Blue Shield \$250,000 major medical single or family plan will be provided.

- B. Employees who are members of the Blue Cross/Blue Shield by virtue of prior employment elsewhere, must pay Hospital Care Corporation direct until eligible to join the University group.

EXCEPTION: A family contract in the name of one spouse can be transferred to the name of the other spouse at any time, assuming completion of the required four months service. A person who resigns and then is reinstated must serve a new four month waiting period but a returning veteran can pick up their Blue Cross on the first of the month following their return, provided they were a member at the time of separation. If a person was appointed seasonally or temporarily, and then given a permanent appointment in the same classification, service will be counted in determining the required four month waiting period. No other prior service, such as emergency, provisional, or student employment will be thus counted.

An employee must apply at least two weeks in advance if he wishes to:

1. Transfer from direct billing
2. Transfer from another employer
3. Add members

4. Drop members
5. Change from single to family
6. Change from family to single

If an employee is absent without pay for more than one calendar month, for any reason other than injury on the job for which State Workmen's Compensation is paid or as provided below, he is responsible for his own Blue Cross/Blue Shield fees. It is the responsibility of the operating department to notify the Payroll Department of such extended leaves.

The Payroll Department will, at the employee's request, continue the employee as a member of the group if the employee pays the proper fee to the Payroll Department. If the employee drops the coverage during such a period, he cannot, under Blue Cross regulations, renew group membership until the next enrollment period.

The University will pay the applicable Blue Cross and Blue Shield fees for employees who are on sick leave with or without pay for one year or for the length of illness whichever is shorter, provided the employee is off probation at the start of such leave and is in active work status. The provisions of this paragraph apply only to those employees who are enrolled in Blue Cross/Blue Shield through the University of Cincinnati.

- C. If an employee is injured on the job, the University will continue the base hospital plan for a period of one year after he begins a LWOP status or until he returns to work.
- D. Retired Cincinnati City Retirement System employees and their families shall receive, in addition to other benefits of the retirement system paid-up hospital and surgical insurance coverage. The over-65 retiree in addition

to this coverage, shall be covered by Part B of Medicare, with the full cost being paid by the City Retirement System if covered as an employee. This benefit shall also apply to persons receiving the benefits of a retirement optional allowance.

- E. Effective January 1, 1976, each individual employee of the University shall have the option of subscribing to either Blue Cross/Blue Shield insurance program or to a Health Maintenance Plan. Employees enrolling in the Health Maintenance Plan will be responsible for paying the difference in costs between the Blue Cross/Blue Shield Insurance program and those of the Health Maintenance Plan. The University is not responsible for paying any more toward a Health Maintenance Plan than is paid for a negotiated Blue Cross/Blue Shield insurance Plan. This option may be exercised only once a year at the designated time.
- F. Life Insurance. The University of Cincinnati will pay the full cost for term Life Insurance equal to the annual base salary for all full-time employees. In addition, each full-time employee will have the option of purchasing an additional 50% of their annual base salary with the University paying one-third and the employee paying two-thirds of the cost. For those employees participating in the additional 50% supplementary insurance, the University will pay the full cost of dependent term insurance (\$5,000 for spouse and \$1,000 for each child to age 19).

If an employee is injured on the job, the University will continue the full payment of all life insurance premiums for a period of one year after he begins a leave of absence without pay or until he returns to work.

- G. The University will provide an Accidental Death and Dismemberment rider for each full-time employee.

**ARTICLE XIX
PENSION PLAN**

- A. Membership in the City of Cincinnati Retirement or Public Employees Retirement System is required of all full-time permanent employees covered by this agreement.
- B. 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.
- C. Details regarding the City Retirement System plan or Public Employees Retirement System are available in booklet form and may be secured from the Personnel Office or a Labor Union Business Agent.

**ARTICLE XX
WAGES**

- A. The items upon which the wage bargaining for unclassified employees shall be based are:
 - 1. Cost of living data.
 - a. Local area consumers price indices as furnished by the Bureau of Labor Statistics for the latest complete twelve month period.
 - b. Bureau of Labor Statistics food indices for the latest twelve month period available at the time of negotiations.
 - 2. Improvement factor.
 - a. Improvements in the standard of living.

- b. Improvements in job efficiency.
- 3. National and local wage surveys.
 - a. Bureau of Labor Statistics "family of four" budget estimates.
 - b. List of local companies to be used for wage rate comparisons.
 - c. Prevailing Union wage scales in currently comparable cities within a 500 mile radius where no local parallel exists for comparison of job classification.
- 4. Such other items or issues as may be introduced during negotiation meetings or conferences, if, at the time they are offered, they are accepted as pertinent by both parties.

B. Wage Increases

Effective September 1, 1980 wages for unclassified bargaining unit employees shall be increased as detailed in Appendix III.

- C. Pay scales for unclassified employees usually include steps, with merited salary advancement on an annual basis until the maximum is reached. At General Hospital, annual merit salary step-ups, may become effective only on the Sunday nearest the first day of January, April, July, or October. When the first is on Wednesday, the preceding Sunday is used. All salary advancements are dependent on satisfactory performance ratings for the period concerned. Steps for classified employees will be as provided in the Ohio Revised Code.

- D. Unclassified employees identified not to receive a pay increase will be so notified in sufficient time to process a grievance according to Article VIII. Employees denied a scheduled pay increase will be reconsidered for that pay step three months later.
- E. Dually-classified employees can be given a step-up on the lower position the next step-up period after the employee has served one year, including service in both classifications. Step-up within the range for the higher classification may be given at a step-up period after accumulation of one year's actual service in the higher class, or after two calendar years, whichever occurs first. Employees whose two classifications have overlapping pay scales shall be kept on a higher rate in the higher class than in the lower class, regardless of the proportion of time worked.
- F. Employees who are rehired after discharge or resignation may be restored to the relative pay step held at the time of resignation, but are considered as new employees for purposes of attaining future step-ups.
- G. 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 may be reassigned to another classification at the same rate of pay if the new classification contains such a rate of pay; otherwise, at a lower rate of compensation than his current compensation. If an employee desires, he may continue to pay his retirement contribution on the basis of his higher previous salary, and, upon retirement receive credit for that salary if permitted by the appropriate retirement system.
- H. An employee who renders unsatisfactory service for two consecutive rating periods may be reduced in pay to the

next lower step on the class scale. Such action will include a written notice of explanation to the employee's personal file.

ARTICLE XXI 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. He 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 seek prompt medical attention, prepare an injury report and forward the report to the Personnel Office. The University physician will estimate necessary time off and report to the Personnel Office.
- C.** If an employee is off work seven calendar days or less, or does not lose any time, but does have medical expenses, the department should complete State Form C-72, and send it to the employee's attending physician with a note directing its return to the department. If more than seven days are lost, State Form C-71 is required. The injured employee must complete Part I, University Administration will complete Part II, attach and sign a "Certificate of Employer" if the claim is acceptable, or attach a signed statement giving reasons for disapproval. The University will provide the claimant with a copy of their industrial injury claim forms filed with the Personnel Department with a copy to the Union if authorized by the employee.

- D. In the interest of 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.
- E. A safety Committee shall be set up on the Campus and at each Hospital. At least one member of each Committee shall be a Union representative.

Minutes of Safety Committee meetings shall be posted.
- F. The University shall provide safety shoes where their use is required by Management.

ARTICLE XXII GENERAL

- A. All employees may join the CINCO Federal Credit Union and save or borrow money at rates as set by the Credit Union. Employees may contact the Credit Union at 352-3015 for enrollment.
- B. 1. Full-time employees.
 - a. Remission of an amount up to the cost of six regular credit hours per quarter.
 - b. Full remission may be granted for all courses taken within the limits imposed by the department head, dean, or vice president for those individuals working on a clearly defined degree program.
- 2. Part-time employees.

Remission of an amount up to the cost of three regular credit hours per quarter. This category includes

those individuals who are employed on a less than full-time status and who receive regular compensation for their services.

3. Families.

a. Families of full-time employees.

1. Full remission for the employee's spouse.
2. Remission of instructional fee and nonresident surcharge in the following cases:

(i) Unmarried dependent sons and daughters.

(ii) Spouses and unmarried dependent sons and daughters of former employees who died while in the active service of the University.

(iii) Spouses and unmarried dependent sons and daughters of former employees who retired and received a retirement annuity or became completely disabled while in the service of the University.

3. Children eligible in Paragraph 3a (2) above will also receive remission of twenty-five percent of the cost of private music lessons taken for credit as electives.
4. Remission of one-half of the instructional fee in the nursery school to sons and daughters of employees.

C. Bulletin Boards will be available as agreed upon for posting of Union notices. Such notices are subject to approval by the Personnel Department before posting.

- 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 subcontracting is vested in the University. The exercise of the University contracting or subcontracting 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 employees who have completed their probationary periods and have regular civil service status because of the exercise of its contracting and subcontracting rights. It shall not be considered a lay-off if the employee is transferred or given other duties at the same pay.
- E. Employees who serve on the Union Negotiating Committee shall be paid for time spent in negotiations with University representatives during the regularly scheduled work hours of such employees. Such employees shall be assigned to the day shift for the period of negotiations.
- The Committee shall number no more than twelve (12) members.
- F. The University agrees to save the Union harmless of any Civil Rights charges concerning the validity of employment tests administered.
- G. If a collective bargaining law is enacted by the State of Ohio which provides for the negotiations of an agency shop, the University agrees to negotiate on this question. This provision in no way commits the University to agreeing to an agency shop.
- H. Employees who must attend State reclassification hearings concerning their own position during scheduled work hours shall receive pay for these scheduled hours spent on State business.

ARTICLE XXIII SAVINGS CLAUSE

If any article or section of this 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 XXIV 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 lay offs may be subject to the grievance procedure upon termination of the emergency.

ARTICLE XXV TERMINATION

- A. This Agreement shall be effective October 22, 1980, and shall continue in effect until October 22, 1982 and thereafter from year to year unless either party gives 60 days written notice prior to August 31, 1982, 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 provision herein, that provision would be automatically affected accordingly.

- B. Notwithstanding Section A, however, either party may give 60 days written notice prior to September 1, 1981, of intention to negotiate changes in base rates only for those employees in the unclassified service. Any changes so negotiated shall be effective September 1, 1981, or when such changes are ratified, whichever is later.
- C. If a collective bargaining law becomes effective that allows for negotiations on wages for classified employees, then this Agreement may be reopened for such purpose. Either party hereto shall have the right to reopen this Agreement by giving written notice to the other party. Said notice shall be given after said legislation is signed into law and prior to the effective date of the law. Such negotiations shall commence within ten (10) calendar days after notification.

FOR THE UNION

Donald Mazza
Daniel L. Petty
Barbara A. Bronston
Ernest M. Haley
Mamie L. Jones
Gertrude Shank
Martha Bell
Anne Hamilton
Joyce J. Edwards
Rose Eva Anderson
Harold Ruehl
Ms. Delores Sanders
Charles Hughes

FOR THE UNIVERSITY

Raymond J. Smith
John Daniels
Ester Gelermann
William Love
William Lodge
Nate Norman
Lois Schaal
Jerry Volker

APPENDIX I
AFSCME — CAMPUS

Air Quality Technician I (General Maintenance)
Air Quality Technician I (Heat and Refrigeration)
Air Quality Technician II
Air Quality Technician II (General Maintenance)
Air Quality Technician II (Heat and Refrigeration)
Assistant Air Quality Technician
Ambulance Operator I
Ambulance Operator II
Automotive Mechanic I
Automotive Mechanic II
Automotive Service Worker
Building Superintendent I (Air Quality Technician)
Building Superintendent I (Electrician)
Building Superintendent I (General Maintenance)
Building Superintendent I (Emergency Maintenance)
Cashier I, II, Supv.
Custodial Worker
Custodial Worker (Window Washer)
Delivery Worker I
Delivery Worker II
Electrician I (Elevator Maintenance)
Electrician II (Elevator Maintenance)
Assistant Electrician
Electronic Technician I
Electronic Technician II (Bowling Lane Technician I)
Electronic Technician III (Bowling Lane Technician III)
Equipment Operator I
Equipment Operator II
Groundskeeper I
Groundskeeper II
Groundskeeper III
Laboratory Animal Aide

APPENDIX I — CAMPUS — CONTINUED

Laboratory Animal Technician I
Laboratory Animal Technician II
Laborer
Laborer Crew Leader
Locksmith I
Locksmith II
Assitant Locksmith
Mail Clerk/Messenger (Postal Clerk)
Maintenance Repair Worker I
Maintenance Repair Worker II
Maintenance Repair Worker III
Morgue Attendant
Morgue Supervisor (Embalmer)
Mover I
Mover II
Moving Supervisor (Truck Driver LD S/A)
Parking Facility Attendant
Sign Worker I
Sign Worker II
Storekeeper I
Storekeeper II
Storekeeper III
Vehicle Operator I
Vehicle Operator II

APPENDIX I CGH

Account Clerk I
Account Clerk II
Activities Aide
Ambulance Operator 1 & 2
Air Quality Technician 1 & 2, and Asst.

APPENDIX I — CGH — CONTINUED

Cashier 1 & 2
Chemical Storekeeper 1 & 2; Chemical Stores Clerk
Claim Adjuster
Claims Examiner 1, 2, 3, 4, Specialist; Claims Assistant
Clerk I (Hostess)
Clerk 1 & 2
Clerical Specialist & Clerical Superv.
Cook (Food Service Worker) 1 & 2
Custodial Worker
Custodial Worker Supervisor
Data Entry Operator 1, 2, 3
Data Processor 1, 2, 3
Delivery Worker 1, 2
Dental Assistant
Electronic Technician 1, 2
Fabric Worker 1, 2 & 3
Food Service Worker
Groundskeeper 1, 2 & 3
Hospital Aide
Laboratory Animal Aide
Laboratory Technician 1 & 2
Laundry Worker
Laundry Supervisor 1 & 2
LPN
Locksmith 1 & 2
Assistant Locksmith
Machinist 1 & 2
Assistant Machinist
Mail Clerk/Messenger
Maintenance Rep. Worker 1, 2 & 3
Morgue Attendant
Mover 1 & 2
Nursing Associate

APPENDIX I — CGH — CONTINUED

Nutrition Aide
Office Machine Operator 1, 2 & 3
Parking Facility Attendant
Pharmacist
Pharmacy Attendant
Pharmacy Technologist
Interim Pharmacist
Physical Therapy Aide
Press Operator
Printing Coordinator 1, 2
Printing Machine Operator 1, 2, 3
Printing Technician 1, 2
Sheet Metal Worker 1, 2 (Welder)
Sign Worker 1 & 2
Statistics Clerk
Stores Clerk
Storekeeper 1, 2 & 3
Telephone Operator 1 & 2
Typist 1 & 2
Vehicle Operator 1 & 2
X-Ray Developer

APPENDIX I HOLMES — AFSCME

Air Quality Technician I
Air Quality Technician II
Ambulance Operator 1 & 2
Baker 1 & 2
Building Maintenance Supv. 1
Cook 1 & 2
Custodial Worker
Custodial Worker Supervisor

APPENDIX I — HOLMES — CONTINUED

Fabric Worker 2 & 3
Food Service Worker
Groundskeeper 1, 2, 3
Hospital Aide
Laborer
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Maintenance Repair Worker 3
Parking Facility Attendant
Physical Therapy Aide
Storekeeper 1, 2, 3
Stores Clerk 1
X-Ray Developer

Appendix I may not be all inconclusive at this time. In order to clearly identify the bargaining unit a joint on-going study will be made. This study will start within 60 days of ratification of this agreement.

APPENDIX II

**DISTRICT COUNCIL 8 — AFSCME
AUTHORIZATION FOR
PAYROLL DEDUCTION OF UNION DUES**

Name (Print) _____

Social Security No. _____ Dept. _____

Effective _____, I hereby authorize The University of Cincinnati, Ohio, to deduct from my earnings such sums as the District Council 8, AFSCME, AFL-CIO, may certify as due and owing from me as membership dues in such Union, and to pay such sum to said District Council 8. Upon notification by the Union in writing that the monthly dues have been changed, the University is authorized to change my deduction accordingly.

This authorization is irrevocable for a period of one (1) year from the first (1st) of August preceding the date of delivery hereof to the University or until the termination of my employment whichever occurs sooner; and this authorization shall be automatically renewed each first (1st) of August thereafter and shall be irrevocable for said periods of one (1) year unless written notice is given to the University within the first twenty days of July.

Date _____
(Employee's Signature)

Address _____

APPENDIX III

Licensed Practical Nurse

476.00	485.60	495.20	516.80
5.95	6.07	6.19	6.46

Licensed Practical Nurse Medications

514.40	524.00	534.40	558.40
6.43	6.55	6.68	6.98

Pharmacist

815.20	830.40	846.40	880.00	916.80
10.19	10.38	10.58	11.00	11.46

956.00	1,003.20
11.95	12.54

Pharmacy Technologist

496.80	524.80	536.80	548.00
6.21	6.56	6.71	6.85

**APPENDIX IV
UNION BULLETIN BOARD LOCATIONS**

Cincinnati General Hospital

Laundry Lounge
C Basement
Entrance Hall Cafe
Maintenance Area

Holmes

Basement — front elevator
One other

Campus

University Center
Campus Services Building
Teachers, Biology, and Pharmacy (2)
OCAS
Medical College
CCM
Science Complex (2) (includes one at Rhodes Hall)
Raymond Walters
Calhoun
Siddal
Daniel
Sander
Scioto

All notices to be approved by Personnel Department or
designated representative

MEMORANDUM OF AGREEMENT

1. The University and the Union recognize the need for the development and training of employees. Parties, therefore, agree to establish a Career Development Program to provide promotional opportunities for the work force. A committee shall be formed for this purpose.

This committee shall consist of not more than six members; three to be selected by the union, and three to be selected by the University. This committee shall be established within 30 days of the date on which a final agreement is reached by the University and the Union, and shall hold its first meeting within 30 days of its establishment.

The Union shall have representation on the Medical Center Parking Committee to assist with the study of parking related problems and recommendations.

February 5, 1978

Mr. Stanley Harmon
Public Employees Council No. 51
AFSCME
2607 Vine Street
Cincinnati, OH 45219

Dear Mr. Harmon:

This letter serves as a Memorandum of Understanding concerning Article XVII, Section C. The University agrees that if at least ten days notice is received from the Union when requesting a leave under this Section C, the leave will be granted and prior supervisory approval is not required.

If you have any questions or comments, please call me.

Sincerely,

Walter W. Beinhart
Director of Labor Relations

6178-0086182f017-02



810508

NOVEMBER 24, 1980

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

1980
30 DEC REC'D

Wage rates
Staple

DIRECTOR OF EMPLOYEE RELATIONS
UNIVERSITY OF CINCINNATI
209 DYER HALL
CINCINNATI , OH. 45221

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1980

Respondent:

info.

We have in our file of collective bargaining agreements a copy of your agreement(s):

UNIV OF CINCINNATI HOLMES & GENERAL HOSP 3 LUS WITH STATE, COUNTY, AND MUNICIPAL E
OHIO
217, 217A & 217B

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1800
2. Number and location of establishments covered by agreement 3
3. Product, service, or type of business 1 Education 2 Hospitals
4. If your agreement has been extended, indicate new expiration date 8-31-82

R. J. Smith, Manager, Labor Relations

513-475-7256

Your Name and Position

631A University of Cincinnati

Address

Area Code/Telephone Number

Cincinnati, OH 45221

City/State/ZIP Code



810508
ie

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

MAY 12 1981

Form Approved
O.M.B. No. 044-R0003

April 30, 1981

OFFICE OF UNIVERSITY
PERSONNEL SERVICES

MAY -4 1981

Manager of Labor Relations
University of Cincinnati
209 Dyer Hall
Cincinnati, Ohio 45221

Respondent:

We now have on file a copy of your collective bargaining agreement(s): covering the Holmes and General Hospitals employees with the State, County and Municipal Employees locals #217, #217A and #217B. The agreement we have on file expired August 1980.

We would appreciate your sending us the following information to complete our files:

A current copy of your memorandum
or wage rates.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JANET L. NORWOOD
Commissioner