

AGREEMENT

Between

MIAMI UNIVERSITY

and

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8,
LOCAL UNION 209, AFL-CIO

Effective July 1, 2006 through June 30, 2009

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ARTICLE 1

Purpose

- A. This Agreement entered into by Miami University, the Employer, hereinafter referred to as the "University", and the American Federation of State, County, and Municipal Employees, Ohio Council #8, Local Union 209, AFL-CIO, hereinafter referred to as the "Union".
- B. It is the intent and purpose of this Agreement to provide for a better understanding between both parties and to establish a peaceful and reasonable procedure for the resolution of differences. It is also recognized that the University is a public trust operated for the benefit of students for their education.
- C. The male pronoun or adjective where used herein also refers to the female. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit as listed in the Recognition Article of this Agreement.

ARTICLE 2

Recognition

- A. The University recognizes Ohio Council #8, American Federation of State, County, and Municipal Employees AFL-CIO and Miami University Employees Local 209 as the sole and exclusive collective bargaining representative for employees in the following descriptive unit in all matters of wages, rates of pay, hours of work, fringe benefits and their conditions of employment.
- B. Employees covered by this Agreement are listed in the following classification:

Building & Grounds Assistant	Maintenance/Repair Technician
Building & Grounds Assistant, Sr	Maintenance/Repair Technician, Sr
Building & Grounds Coordinator	Materials Handling Assistant
Building & Grounds Specialist	Materials Handling Technician
Building & Grounds Specialist, Sr	Postal Services Assistant
Building & Grounds Supervisor	Sales Clerk
Building & Grounds Technician	Supplies Assistant
Food Service Assistant	Trades Assistant
Food Service Assistant, Senior	Trades Specialist
Food Service Operations Coordinator	Trades Specialist, Master
Maintenance Engineer	Transportation/Delivery Assistant
Maintenance/Repair Specialist	Transportation/Delivery Specialist
Maintenance/Repair Specialist, Sr	

The following titles are not currently in use:

Assistant Sales Clerk	Materials Handling Aide
Horticultural Specialist	Senior Grounds Supervisor
Horticultural Technician	Transportation/Delivery Technician
Master Senior Food Service Assistant	

C. Employees excluded from the bargaining unit are as follows:

Accounting Associate, Administrative Assistant, Administrative Associate, Administrative Secretary, Trades Shop Assistant Manager, Bookstore Manager, Building and Grounds Manager, Campus Mail Services Manager, Cashier, Clerical Assistant, Communications Specialist, Copy/Printing Coordinator, Copy/Printing Services Supervisor, Copy/Printing Technician, Crime Prevention Specialist, Customer Services Assistant, Customer Service Coordinator, Customer Service Specialist, Environmental Graphic Designer, Food Service Manager, Food Service Specialist, Food Service Supervisor, Horticulturist, Laboratory Assistant, Laboratory Coordinator, Library Associate, Library Technician, Maintenance Engineer Supervisor, Maintenance/Repair Supervisor, Medical Assistant, Medical Laboratory Technician, Medical Records Clerk, Medical Technologist, Nurse, Nurse Supervisor, Personnel Assistant, Personnel Technician, Pharmacy Attendant, Physical Facilities Manager, Production Control Specialist, Program Aide, Program Assistant, Program Associate, Public Safety Manager, Public Safety Supervisor, Purchasing Assistant, Science Stores Specialist, Secretary, Security Assistant, Senior Accounting Assistant, Senior Clerical Assistant, Senior Science Stores Specialist, Senior Administrative Associate, Senior Administrative Secretary, Senior Building and Grounds Manager, Senior Building and Grounds Supervisor, Senior Communications Specialist, Senior Library Technician, Senior Nurse, Senior Personnel Technician, Senior Program Assistant, Senior Technical Services Specialist, Technical Services Associate, Technical Services Manager, Technical Services Specialist, Telephone Operator, Transportation Specialist, Transportation/Delivery Supervisor, X-Ray Technician, Lifeguard, Administrative Associate, Communications Specialist, Environmental Graphics Designer, Police Officer I, Police Officer II,

ARTICLE 3

Definitions

“Full-Time Employee” means one who is appointed to a position normally scheduled to work a minimum of forty (40) hours per week.

“Part-Time Employee” is appointed to a position normally scheduled to work fewer than thirty-two (32) hours per week. Part-Time Employees shall not be worked in excess of that maximum.

“Temporary employee” means one appointed for a specific project with a specified ending date or for not longer than one year. Temporary employees are not benefit eligible unless the employee works beyond a period of nine months, in which event subsequent eligibility will depend upon his/her hours of work, per the definition of “Benefit Eligible Employee.”

“Intermittent” means a part-time employee who is not regularly assigned a consistent work schedule, but is scheduled as needed by the department in which employed.

“Union staff representative” shall mean an employee or officer of Ohio Council 8 of AFSCME.

“Benefit Eligible Employee” means one who is appointed to a position normally scheduled to work a minimum of thirty-two (32) hours per week, nine months per year. Part-time employees appointed for nine months or more per year, who have worked thirty-two (32) hours per week or more for eight (8) weeks or more in any twelve (12) week period, shall be entitled to the benefits of Benefit Eligible Employees. Benefit eligible employees shall be entitled to all benefits of the Agreement, except that they must also be full-time employees to be entitled to vacation benefits. Holiday benefits apply to Benefit Eligible employees working less than full-time only if the holiday falls on a day otherwise scheduled as a work day for the respective employee.

“Working Day” for the purposes of timelines, means any weekday exclusive of Saturday, Sunday and Holidays (as defined herein).

ARTICLE 4

Departments

As of the effective date of this Agreement, the following are the Departments in which bargaining unit employees are employed:

Intercollegiate Athletics
Information Technology Services
Aerospace Studies Department (ROTC)
Department of Botany
University Libraries
Physical Facilities Department
Physical Facilities Department-Middletown Campus
Physical Facilities Department-Hamilton Campus
Department of Housing, Dining and Guest Services
Goggin Ice Center
Recreational Sports Center
Department of Purchasing and Central Services

It is recognized that during the term of this Agreement the University may create, discontinue, and/or reorganize Departments.

ARTICLE 5

Classifications

- A. The University will establish and maintain a job classification plan for all positions covered by this contract. The jobs shall be grouped such that all positions with similar duties and responsibilities are described by the same title and assigned to the same pay range. Each class of positions shall be assigned a classification number and classification title. A specification describing the duties and responsibilities of the class and the minimum qualifications for being employed in a position in said class, will be maintained for each class of positions. Each specification shall include statements of the essential character of the work of the classification, essential knowledge, abilities, and skills, and the training and experience required of persons who are to fill positions so classified.
- B. Related classifications, which form a career progression, shall be assigned to a classification series. For purposes of this contract, the classifications listed in Article 2 shall constitute the classifications of all positions in the bargaining unit.
- C. Should the University create a new classification which both parties agree should be a bargaining unit position, the University will establish a wage level or range for the classification and notify the Union. If the Union requests bargaining with respect to the applicable wage level or range, the parties will meet for that purpose. If agreement is reached, that agreement will be implemented. If no agreement is reached within thirty (30) days of notice to the Union the University will implement its proposed wage level or range, and that wage level or range will remain in effect for the duration of this Agreement. If the parties agree to a further adjustment of the wage rate during the subsequent contract negotiations that take place, any upward adjustment will be retroactive to the date that the position was originally filled.

ARTICLE 6

Management Rights

Except as specifically limited by any provisions of this Agreement, the employer shall have the right to manage, direct, and supervise the operations of the University and employees. The employer's management rights include

the right to hire, discipline and discharge employees for just and proper cause, lay off, promote employees; to enforce reasonable rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new or improved equipment, methods, and/or facilities; to determine the size and duties of the work force; to establish, modify, consolidate, or abolish jobs, to determine duties to be performed, qualifications required, and areas worked; and to carry out the ordinary and customary functions of management. [As provided in Ohio Revised Code Section 4117.08(C)]

In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the University in regard to the operation of its work and business and the direction of its work force which the University has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the employer.

ARTICLE 7

Management Orders

In the event of a dispute or grievance arising, which is not promptly and amicably adjusted between the supervisor and employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved. On request, the University agrees to meet with the employee and the Union over issues involving safety. It is understood that this Article is not intended to abridge or modify any rights an employee has to refuse to perform work that is hazardous or unsafe as provided under the Public Employee's Risk Reduction Act.

ARTICLE 8

Union Representation

- A. The University shall recognize officers and stewards as Union representatives for the purpose of administering the collective bargaining agreement and adjudicating grievances. Union representatives shall also be recognized for the purpose of administering the collective bargaining agreement. The Union has the right to conduct its internal affairs as it deems appropriate, free of any obstruction by the University so long as it does not interfere with the operations or mission of the University.
- B. The Union staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A staff representative must secure permission from the University's Sr. Director of Human Resources or his/her authorized representative, in order to contact any employee on University time, provided that such permission will not be unreasonably denied. If the Sr. Director of Human Resources or his/her authorized representative is not available, the staff representative will notify him/her of his contact on the next regular business day following the contact.
- C. The Union will be permitted a number of stewards to be agreed upon by the parties and, in addition, another four (4) union officers to act in the capacity of stewards. The Union will furnish the names of all stewards and officers, acting in such a capacity, to the University's Sr. Director of Human Resources at the time of their identification. The Union will post the current list of stewards and their designated geographic areas of responsibility. The Union shall provide a current list at least bi-annually, to the University's Sr. Director of Human Resources, or more frequently if there are changes in the interim.
- D. Time spent by the stewards and officers in grievance meetings, during their regularly scheduled hours, will result in no loss of regular, straight time pay.
- E. No steward, officer, or aggrieved employee shall leave his assigned work in order to conduct Union business without prior approval from his respective supervisor. No steward will be unreasonably denied the right to carry out his steward responsibilities, as set forth in Paragraph D, above, when requested. The

steward or officer is obligated to provide the immediate supervisor the following information within twenty-four (24) hours of Union business.

1. Purpose of the Union business (i.e., grievance, disciplinary hearing, other).
2. The names of stewards and other employees involved.
3. Actual time spent on Union business (from start to conclusion).
4. The department of the steward.
5. The department of the employee.
6. The name of the aggrieved employee's supervisor giving permission.

The University shall provide the form required for recording the information to the steward or officer's immediate supervisor. During pre-disciplinary hearing and grievance meetings, there shall be no more than two (2) employees, i.e., a Union representative and the aggrieved party, plus one (1) Union staff representative or his/her designee present. The University shall also have no more than a total of three (3) representatives present, excluding the hearing officer in pre-disciplinary hearings. The University and the Union shall receive notice from the other party of the employees and/or supervisors it intends to use as witnesses and such employees shall be scheduled in advance by the parties so as to limit the burden on the Department. (This is not subpoena authority and Union witnesses must appear voluntarily.) Both parties shall be permitted no more than one (1) non-participating observer for educational purposes, provided the employee agrees. Participants shall suffer no loss of regular, straight time pay as a result of such attendance. Where a witness becomes unavailable, the hearing shall be postponed for a reasonable time to a mutually agreed date and time. In the event that new information becomes available, either party may be granted a continuance for a reasonable amount of time in order to investigate. Requests for continuances or postponements shall not be unreasonably denied.

- F. An 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. During contract negotiations toward future collective bargaining agreements, ten (10) employees who serve on the Union Negotiating Committee shall suffer no loss of regular, straight time pay for time spent in negotiations with University representatives. The Union shall provide, at least two (2) weeks in advance, the names of those University employees who shall serve on their negotiating committee. Such employees shall be assigned to day shift for the period of negotiations. Release time from work for negotiations shall be for a period of one (1) hour before and one (1) hour after the scheduled meeting.
- H. Union representatives may consult with employees to be represented in pre-disciplinary or grievance hearings one (1) hour prior to the time of the scheduled hearing.
- I. Bargaining unit employees will be afforded the opportunity of Union representation at any meeting with management that could result in future disciplinary action.

ARTICLE 9

Joint Responsibilities and Employee Rights

- A. The University and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this Agreement.
- B. The Management of the University shall adhere to the provisions of this Agreement.

- C. The Union, its officers, recognized representatives, members and other representatives, and all employees covered hereunder shall adhere to the provisions of this Agreement.
- D. In addition to the responsibilities that may be expressly provided elsewhere in this Agreement, the following shall be observed:
 - 1. Intimidation or coercion - There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein, or into not joining or not continuing their membership therein by either the Union or the University.
 - 2. No discrimination - There shall be no discrimination, restraint or coercion against any employee because of race, religion, national origin, sex, age, or in violation of obligations under the Americans With Disabilities Act, or membership or non-membership in the Union; except where sex or age may be a bona fide occupational qualification. Where a bona fide occupational qualification exists, the University shall discuss such a qualification(s) with the President of Local 209, or his/her designee, prior to the implementation of such a qualifications.
 - 3. Grievances - In the event of a dispute or grievance arising, which is not promptly and amicably adjusted between the supervisor and the employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure provided herein. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved.
- E. It is the responsibility of all employees to provide the University with a telephone number and address where they can be contacted and to notify the University of any changes.
- F. The University will make available to the Union, upon request, any bargaining unit voluntary transfer lists that it maintains. An employee who is passed over for a transfer will, upon request to the hiring manager, receive a written statement as to why they were not selected for transfer.

ARTICLE 10

Special Meetings

- A. Special meetings for important matters will be arranged between Local Union President and University's Sr. Director of Human Resources or his/her designated representative upon request of either party. Such a meeting shall be between not more than four (4) representatives of the University and not more than four (4) Local Union representatives. It is understood and agreed that upon special notice by the Union, up to two additional Union staff representatives may also attend. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined to those included in the agenda.
- B. The arrangements for such meetings shall be as follows:
 - 1. The meeting shall be held on regular University business hours, Monday through Friday except holidays.
 - 2. Arrangements for a meeting shall be made in writing at least seven (7) calendar days in advance.
 - 3. The request shall include:
 - a. The proposed written agenda of matters to be discussed.

- b. The names of the representatives.
 - c. A proposed time.
4. Matters discussed at the meeting shall be limited to those mutually agreed upon by both parties and specified on the agenda.
5. The request for a meeting shall be acknowledged in writing by the other party at least seventy-two (72) hours before the meeting and shall state:
 - a. Agreement in the time, provided such agreement is made.
 - b. The names of its representatives.
6. When the written acknowledgment has been received or sent by the University, the Sr. Director of Human Resources or his/her designated representative will arrange for appropriate time off with no loss of regular, straight time pay for University employees who will attend the special meeting.
7. To the extent that a written response from the University to the Union is required, with reference to agenda items discussed in special meetings under this Article, such answer will be provided to the Local Union President within fourteen (14) calendar days of such meeting.
8. Special meetings will generally be conducted within fourteen (14) calendar days of request.

ARTICLE 11

No Strikes and No Lockouts

The Union agrees that during the term of this Agreement, neither the Union, nor its agents, nor its members, nor any member of the bargaining unit, individually or collectively, will authorize, instigate, aid, condone, encourage, or engage in any work stoppage, slowdown, strike, picketing, sit-down, boycott, stand-in, sick-out or other suspension or interference with the work, business or operations of the University, including but not limited to sympathy strikes or slowdowns. The University agrees that during the same period there shall be no lockouts.

In order that the intent and purpose of this Article may be effectively executed, the Union agrees that the University may take disciplinary action, including discharge, against any employee who may violate the foregoing provisions of this Article.

Should any of the activities prohibited by this Article occur, the Union and its officers, agents and members shall take all necessary affirmative steps to terminate such activity. This shall include written instruction to each employee involved in such activity to immediately cease such activity.

Each possible penalty and/or remedy referenced in this Article shall be in addition to those available under Ohio Revised Code Chapter 4117 and/or common law.

ARTICLE 12

Union Security

- A. Upon completion of their new hire probationary period, the University will deduct bi-weekly Union dues and the initiation fee for any regular full-time or permanent part-time employee in the bargaining unit in the amount established by the Union upon receipt of an individual written authorization card executed by the employee for that purpose and bearing his/her signature. Said written authorization may only be

revoked by the employee giving written notice of revocation to the University Human Resources Office and the Local Union, during the thirty (30) to forty-five (45) day period prior to the expiration date of this collective bargaining agreement, or during the thirty (30) to forty-five (45) day period prior to the expiration date of any subsequent collective bargaining agreements coming into being as a consequence of a failure of written notice to terminate the collective bargaining agreement as provided in the Termination Article, herein.

- B. Deductions will be made based on cards submitted at least fourteen (14) calendar days prior to the date upon which dues deductions are made.
- C. Total AFSCME dues and initiation fee deductions are payable to the AFSCME Council 8 Controller. Such deductions and an alphabetical list of names of all employees whose dues and/or fees have been deducted shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which each deduction is made.
- D. The Union agrees that it will indemnify and save the University harmless from any action commenced by an employee against the University arising as a result of the deductions made under Paragraph A, above.
- E. The University will provide the Local Union President with a copy of any dues deduction revocation slips for bargaining unit employees within five (5) days of the date the revocation slip was received by the University.

ARTICLE 13

Communications Center

- A. The University agrees to provide access to a secure room to be utilized by the Union as a Communications Center.
- B. The Communications Center shall be utilized in accordance with the following regulations:
 - 1. The University and the Union shall mutually agree upon the location of the space to be utilized by the Union.
 - 2. A maximum of seven (7) keys will be issued to the Union.
 - 3. The Union will have the full responsibility to furnish, equip and maintain the designated area. All charges related to such equipment, including telephone and recording devices are the sole responsibility of the Union.
 - 4. One key shall be issued to the Miami Police at the Police Services Center for security use only. No other keys shall be issued.
 - 5. The Union will observe all established University rules and regulations.
 - 6. The purpose of this space is solely for the transmittal of Union messages and storing and maintaining Union records; it is not for conducting membership meetings.
 - 7. The Communication Center will be available for University inspection upon notifying the President of Local 209. Such inspection will be in the presence of the President of Local 209 or his/her designee.
 - 8. This space provided by the University remains in effect throughout the life of this Agreement, providing the Union adheres to the above provisions.

9. The phone number of the Communication Center will be published in all Campus directories as “Union Office, AFSCME Local 209”.
10. The Union agrees that it will indemnify and save the University harmless from any action commenced against the University arising as a result of any of the provision of this Article.

ARTICLE 14

Campus Mail

- A. Officers and Stewards shall have the right to use the campus mail system for delivery to, and receipt from, the following three (3) bulk sites: Oxford - Communications Center; a Middletown Campus site and a Hamilton Campus site.
- B. The Union shall have the right to use the campus mail system two times per fiscal year to send one mailing to newly hired bargaining unit employees. Any Union mailings shall not be in bad taste, shall contain no attacks against the University management, and shall at no time slander any University employee.
- C. The Union agrees that it will indemnify and save the University harmless from any action commenced against the University arising as a result of the provisions in Paragraph 1, above.

ARTICLE 15

Seniority

- A. Seniority shall be an employee's continuous Miami University service. An employee shall have no seniority during his probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the hiring date of the employee's current Miami University uninterrupted employment.
- B. Seniority shall be broken and terminated when an employee:
 1. Quits;
 2. Is discharged for cause;
 3. Is laid off beyond the recall period referenced in Article 19;
 4. Fails to return to work at expiration of leave of absence;
 5. Retires; or
 6. Leaves the bargaining unit to take a non-bargaining unit position for a period of more than ninety (90) calendar days. Employees who leave the unit in such a fashion and later return will be credited with their prior time served in the bargaining unit for seniority purposes which govern procedural rights, e.g. layoff and recall. For substantive benefit purposes, e.g. amount of vacation eligibility, the retiring employee shall suffer no break in seniority.
- C. Seniority rosters will be supplied to the Union during January and July of each year. If two or more employees have the same seniority, they will be listed alphabetically on the seniority roster. The seniority roster supplied to the Union will include each employee's name, home address, home telephone number, department, classification, and last date of hire. Additionally, each roster will highlight information which has changed since submission of the prior roster.

ARTICLE 16

Probation

- A. All original appointments to a bargaining unit position shall be for a probationary period of 180 calendar days from the employee's date of hire. No appointment is final until the employee has satisfactorily completed his/her probationary period. Service toward the completion of a probationary period shall have been in the same class in the same department for a continuous period of time. Employment on a temporary basis, though in the same class, shall not count toward the completion of any probationary period. The probationary employee may be removed at any time prior to the 180th calendar day. Such probationary removal shall not be subject to the grievance procedure.
- B. For purposes of this section the following definitions shall apply:
- Promotion:** The appointment of an employee to a different classification which is assigned a higher pay range than his/her previous position.
- Lateral transfer:** The assignment of an employee to a different work location or shift in the same classification.
- Lateral move:** The appointment of an employee to a different classification which is assigned the same pay range as his/her previous classification.
- Demotion:** The appointment of an employee to a different classification which is assigned to a lower pay range than his/her previous classification. A demotion will result in a reduction in pay.
- C. All appointments resulting in the promotion or lateral move of an employee covered by this Agreement shall be for a probationary period of forty-five (45) work days. For example, sick leave, vacation leave, holidays, unpaid leave, jury duty, and military leave do not count toward the probationary period. Lateral transfers which result in an employee in a part-time position being appointed to a full-time position shall be for a probationary period of thirty (30) work days. All probation time is based upon actual time worked. The employee shall be returned to his/her former classification and pay if he/she fails to pass his/her probation.
- D. Probationary time may be extended by mutual agreement of the Union President and the Sr. Director of Human Resources. The probationary period extension may not exceed thirty (30) work days.
- E. Voluntary demotions and lateral transfers (except as noted above) shall have no probationary periods.
- F. Laid off or displaced employees who have previously completed their probationary period shall not serve an additional probationary period.
- G. Service during a temporary assignment shall not count toward the completion of any probationary period.
- H. To assist employees in meeting educational and experience requirements for promotional opportunities, the University may provide training programs. Training classes may be held during the normal working hours of the department providing the training. Release time from a participant's regular work assignments will be provided if the training class is required by the University and if the regular assignment conflicts with the training. Release time from a participant's regular work assignments will be provided if the training class is being taken at the employee's choice, if the regular assignment conflicts with the training, and if such release will not, in the view of the University, interfere with University needs.

ARTICLE 17

Return to Bargaining Unit

Where an employee is promoted or transferred from a bargaining unit position to a non-bargaining unit position and is subsequently unable to perform satisfactorily in the non-bargaining unit position (whether by reason of disability or skill considerations), within ninety (90) calendar days from the date of promotion or transfer, the University shall return such employee to the bargaining unit classification previously held, without complying with the posting and bidding requirements of Article 18. Upon such return, the employee's wage rate and seniority shall be as if he/she had never left the bargaining unit classification.

In the event that the ninetieth (90th) calendar day probationary period has passed, the University may return such employee to any vacant position which is the same as, or lower than, the classification the employee previously held. The employee shall be paid at the current rate of pay for that classification according to that employee's seniority.

ARTICLE 18

Job Postings and Transfer Procedure

- A. The following language on promotions and the filling of vacant positions 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.
- B.
 - 1. A vacancy exists whenever a position in the bargaining unit is created by the University, or when an existing employee leaves his/her current position as a result of a transfer, promotion, demotion, resignation, retirement, termination, or unpaid medical leave (see Article 37), and the University decides to fill it. When a bargaining unit position becomes vacant, a notice of the vacancy will be posted on appropriate bulletin boards for a period of five (5) calendar days. The vacancy notice will provide the details of the vacancy, including the qualifications for the position as set forth in the job description, a description of the duties for the position, and the initial shift assignment of the position. Supplementing this posting will be a telephone line over which vacancy information will be available. Instructions as to the use of the telephone line will be posted on bulletin boards. (Entrance level positions are included in this posting procedure, but such posting may be accomplished only periodically, so as to accumulate a pool of candidates from which vacancies may be filled.)
 - 2. Employees wishing to apply for such vacancies are to contact the Human Resources Office. If an employee is unable to apply at a time other than during regular working hours, the employee should consult with his/her supervisor to schedule a mutually agreeable time to make application. (Late applications will be accepted and processed if received before the interview process is scheduled.)
 - 3. All applicants for the posted vacancy must meet the qualifications established by the University, including any Job Enrichment Program requirements, for the position to be filled.
 - 4. Employees who voluntarily give up their position to take a posted temporary position, give up the right to return to any position when the temporary position ends. Individual may reapply and must go through the hiring process to seek further employment with the University.
 - 5. Past service to the University is recognized as a valued attribute in an applicant. Therefore, seniority will be considered as the determining factor, when qualifications and abilities are substantially equal.

6. All applicants not selected for a vacancy position that has been posted in accordance with the requirements and provisions of this Article will be informed in writing regarding the basis upon which the selection to fill the vacancy was made.
- C. Temporary positions and reclassifications are not covered by this Article.
- D. Vacancies that have been posted and remain unfilled by reason of no internal applicant meeting the qualifications established by the University may be filled by outside hiring within 120 calendar days after the five (5) calendar day posting period has expired. If not filled within the 120 calendar days, this procedure must be followed again.
- E. When a vacancy exists, it may create an operational inconvenience or emergency situation. In this event the University may temporarily fill the vacancy in order to assure continued job coverage while provisions of this Article are being processed. An employee that is temporarily reassigned shall receive the higher rate of pay in that classification (as if permanently promoted) or his regular rate of pay whichever is greater. However, this transfer shall not exceed sixty (60) calendar days. The payments referenced in this paragraph apply only to vacancies and not to situations where employees fill in for an employee temporarily absent.
- F. An employee who is promoted from outside the bargaining unit to a classification within the bargaining unit, and then fails the probationary period, may return to his/her former classification as long as a vacancy exists and the University policies or other collective bargaining agreements do not conflict. If no vacancy exists in his/her former classification and/or where there is a conflict with policies and/or a collective bargaining agreement, the employee shall be subject to termination.
- G. The University shall recall laid off bargaining unit employees to fill vacant positions under this Agreement that are scheduled to be filled, so long as the laid off employee is qualified for the position, before hiring from the outside.
- H. The terms and conditions of the Affirmative Action Program and Plan are not subject to the Grievance Procedure.
- I. The University will send the Union a copy of postings involving bargaining unit positions on Mondays and Wednesdays as posted.
- J. Effective January 1, 2007, an employee who works out of band, shall receive a four (4) percent premium for all hours worked out of band. Working out of band occurs only when the assignment is for an entire shift and when either:
1. Employee is assigned in writing, by the Vice President or designee, to perform work in a higher pay band, or;
 2. Employee is assigned to do work that is both entirely outside of their functional and working job descriptions and in a higher pay band.

ARTICLE 19

Layoff and Recall

- A. The following language on layoff and recall of bargaining unit employees is the sole source of rights and obligations with respect to these matters except for the provisions of Article 20, (Furlough). Furthermore, the following language supersedes all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to layoff and recall. The Union may appeal any layoff or job abolishment through the Grievance Procedure and may arbitrate

issues related to the application of this Article, but nothing shall interfere with the University's right and responsibility to determine the adequacy and size of the work force.

- B. In the event of a layoff of bargaining unit employees, the University shall identify the classification(s) to be affected by the layoff and the employee(s) to be affected. Layoff, within the classification(s) affected shall proceed as follows and in this order:
1. Persons within the bargaining unit classification(s) affected by the layoff and holding appointment categories of temporary, intermittent, or part-time shall be laid off first. Those holding temporary appointment shall be first, intermittent second, and part-time third. The University shall not lay off bargaining unit employees in lieu of disciplinary action.
 2. Bargaining unit employees within the classification(s) shall be laid off in the inverse order of seniority. It is recognized that a reduction in the work force within a classification may cause the reassignment of employees to different positions within the respective classification. It is also recognized that those employees remaining after the layoff are subject to assignment of hours and days of work consistent with the needs of the University.

It is understood that this Article does not affect student employment.

Any regular employee who would otherwise be laid off under this Paragraph B shall have the right to avoid layoff by displacing the lowest seniority bargaining unit employee in the next lower classification within the same classification series within the bargaining unit assuming that he/she is qualified to perform such position. (See Appendix I for classification series) Displacements shall continue into succeeding lower classifications within the affected classification series so long as the employee seeking to displace is qualified to do the work. The lowest seniority employee(s) within the affected classification series will ultimately be laid off.

- C. The bargaining unit member(s) who is (are) subject to reduction in classification through displacement and/or layoff shall be sent a letter of notification by certified mail at least fourteen (14) calendar days, or have the letter of notification hand-delivered at least ten (10) 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.
- D. Bargaining unit members paid under grant/restricted funds (soft money) shall be laid off effective upon the delivery of a written notification to the employee prior to the usual notification period if the grant/restricted funds are cut off by the funding source without prior notification to the University. Immediately thereafter, the layoff process in this Article shall apply as it affects displacement and recall.
- E. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If undeliverable, the University's obligation shall be considered to be fulfilled. The recalled employee must notify the University within three (3) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be no less than seven (7) calendar days from date of notice received. Failure to return from layoff shall subject the employee to termination of service.
- F. The recall of bargaining unit employees laid off or reduced to a lower classification shall be in inverse order of layoff or reduction to a lower classification.
- G. Bargaining unit employees laid off shall be put on an appropriate recall list according to their classification and seniority for a period of eighteen months or the length of the employee's seniority at date of layoff (not to exceed three (3) years) whichever is greater.

- H. When a layoff is announced, the University will provide the Union with a list of bargaining unit employees by classification series affected. Such list shall reflect seniority dates.
- I. Employees covered by this Agreement are covered by the provisions of Unemployment Compensation laws of the Federal Government and the State of Ohio, as applicable.
- J. A bargaining unit member who would be laid off but for his/her displacement rights may have the option to take a voluntary layoff in lieu of displacing another bargaining unit member. Such employee's recall rights are limited to recall to the classification held immediately prior to layoff.

ARTICLE 20

Furlough

- A. Employees may be furloughed (temporary layoff) for a period not to exceed one hundred twenty (120) calendar days without activating the provisions of Article 19, (Layoff and Recall). Each such furlough shall be within a department, by classification, in inverse order of seniority, and no bumping or displacement shall occur.
- B. Employees that have been furloughed shall upon return to work be placed back in the same department from which they were furloughed.
- C. Employees who are assigned temporarily to a different department for a period not to exceed one hundred twenty (120) calendar days to avoid furlough shall, at the conclusion of such period of temporary assignment, be returned to the department from which reassigned.

ARTICLE 21

Performance Evaluation

Performance evaluations shall be conducted twice prior to the end of any probationary period (once toward the middle and once toward the end) and once each year prior to the employee's anniversary date. Annual performance evaluations may be conducted during a pre-determined time-frame in lieu of the anniversary date. Failure to satisfy this time-frame shall not affect or invalidate a performance evaluation. University Management will develop programs to help insure that all bargaining unit employees receive their respective performance evaluations in a timely manner. Special performance evaluations may be conducted at any time to apprise an employee of favorable or unsatisfactory work performance. Evaluations shall be conducted by the immediate supervisor and reviewed by the Department Head or designee. A copy of the completed employee performance evaluation form shall be given to the employee at the time of the report. If an employee within the bargaining unit disagrees with his/her performance evaluation, the employee may appeal through the grievance procedure. Actions taken as the result of a performance evaluation may also be subject to the grievance procedure.

ARTICLE 22

Pre-Disciplinary Procedure

- A. Before a non-probationary employee is suspended, demoted or dismissed, he/she shall be entitled to a hearing before an administrative hearing officer appointed by the University's Sr. Director of Human Resources. The employee will be advised of his/her right to such hearing at the time he/she is presented with the written charge(s) setting forth the allegations which could result in discipline. A copy of such charges and notice of hearing date shall also be presented to the Local Union President and Ohio Council 8 Staff Representative. Such charges may be for a series of events or for a single event. Charges shall be presented to the employee within thirty (30) calendar days of University knowledge of the event or the latest of the series of events alleged or relied upon. Nothing in this paragraph shall prohibit the University from taking disciplinary action against an employee(s) as a result of a local, state and or federal

investigation, or internal audit, or OEEA investigation that is concluded more than thirty (30) calendar days after the latest of events ultimately alleged or relied upon by the University.

- B. Unless extended by mutual agreement of the Union or the employee and the University, the pre-disciplinary administrative hearing will be conducted within twenty-one (21) calendar days of the employee's receipt of written charges, and the hearing officer will render his/her recommendation(s) to the University's Sr. Director of Human Resources within seven (7) calendar days of the hearing. The hearing date, time and place shall be scheduled by management. The Sr. Director of Human Resources will render a decision within twenty-one (21) calendar days from the date of the hearing officer's recommendation. A copy of the decision shall be sent to the employee, Local Union President and Ohio Council 8 Staff Representative.
- C. An employee shall have the right to Union representation at the pre-disciplinary hearings, or may choose to present his/her own case. The employee may not be represented by any other representatives. The employee charged, his/her Union representative, and necessary witnesses shall suffer no loss of regular, straight time pay, as a result of time spent attending pre-disciplinary hearings.
- D. An employee may waive his/her right to a pre-disciplinary administrative hearing by signing a written waiver any time prior to the scheduled hearing. Where such waiver is filed, disciplinary action may be taken by the University.
- E. Failure of the charged employee to appear at the scheduled pre-disciplinary administrative hearing shall automatically waive the right to such hearing. In such event, disciplinary action may be taken by the University.
- F. Whether or not a pre-disciplinary hearing is conducted, any employee who is suspended, demoted, or dismissed shall be notified, in writing, of such action. Such written notice shall be mailed to the employee's last known address and the Local Union within fourteen (14) calendar days of the pre-disciplinary hearing or the date originally scheduled for such hearing where it has been waived.
- G. Where a suspension, demotion, or dismissal follows a pre-disciplinary hearing, the employee may file a grievance appealing the action at Step 3 of the Grievance Procedure. Where a suspension, demotion, or dismissal follows waiver of the pre-disciplinary hearing, the employee shall have access to the entirety of the Grievance Procedure.
- H. Nothing herein shall prevent the University from removing an employee from University premises and denying the employee access thereto, pending pre-disciplinary hearing or waiver thereof, where the best interests of the University so dictate. In such cases, the decision of the University's Sr. Director of Human Resources, following pre-disciplinary hearing, shall be retroactive to the date of removal from the premises.
- I. Predisciplinary hearings will be scheduled during the employee's shift except by mutual agreement between the Union, the employee and the supervisor. The employee's time spent in the predisciplinary hearing is considered hours worked.

ARTICLE 23

Discipline

Employees may be disciplined for just and proper cause.

Possible disciplinary actions are as follows: spoken reprimand, written reprimand, suspension with pay, suspension without pay, reduction of pay, demotion to next lower classification, dismissal. The appropriate action in each individual case will be selected based upon the relevant facts, history, and/or circumstances. Similarly,

whether progressive discipline is appropriate, as opposed to immediate imposition of a greater penalty, will depend upon the relevant facts, history, and/or circumstances.

Employees may appeal any disciplinary action to the grievance procedure.

Nothing in this Article shall apply to those situations treated in Article 16, (Probation).

An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his/her personnel record.

The Local Union President shall receive a copy of any suspension and/or discharge notice.

Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he/she has been suspended or discharged.

Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Any suspension will be served immediately when practicable, and no holiday pay or pre-approved leave shall be affected by the suspension.

After a disciplinary entry has appeared in an employee's personnel file for more than two (2) years, it shall be removed if the employee or the employee's department head requests such removal and the University's Sr. Director of Human Resources concurs.

For the purposes of determining appropriate discipline, the University will not consider verbal or written warnings that are more than two (2) years old, if the employee has not had additional discipline during that two (2) year period.

For the purposes of determining appropriate discipline, the University will not consider discipline greater than a written warning that is more than three (3) years old, if the employee has not received additional discipline during that three (3) year period.

Records of discipline resulting from serious offenses, defined as theft, violence, threat of violence, drug or alcohol use on the job, discrimination, harassment, or a serious safety violation, remain relevant for the employee's tenure at the University.

A copy of any disciplinary action greater than an oral reprimand received by the Department of Human Resources will be sent to the Local Union on a monthly basis.

ARTICLE 24 A

Dispute Resolution

Employees have the option to initiate an issue resolution process by submitting a completed issue resolution form to be developed by the University and attached as Appendix, to their immediate supervisor, their department head or the Sr. Director of Human Resources, as the employee sees fit. Within ten (10) working days of submission of the issue resolution form, the University will convene a meeting with the employee and any others the University deems beneficial to the process to discuss the issue. If the issue is resolved by agreement, the resolution will be documented, and a copy provided to the employee. Employees may initiate the procedure at any level of authority, or may advance the issue to the next higher level of authority up to the Sr. Director of Human Resources if they are dissatisfied with the University's response to their issue.

The issue resolution process is separate from the grievance process. If at any time an employee who has initiated the issue resolution process desires union representation, or desires to initiate a grievance over the same issue, the issue resolution process will terminate and the employee may initiate the grievance process as set forth in this Article. All issue resolutions and submitted issue resolution forms will be sent to the Union President.

Resolutions achieved under the issue resolution process shall be non-precedent-setting with respect to the Collective Bargaining Agreement.

The issue resolution process shall be completed within thirty (30) days of initiation of the process by an employee, and time spent in the process shall not be counted in calculating the deadline for filing a grievance under the Grievance Procedure Article in the collective bargaining agreement. The issue resolution process begins upon submission of an issue resolution form, and ends when the employee and the University agree upon a resolution, the University notifies the employee in writing that it has exhausted its efforts to resolve the issue, the expiration of thirty (30) days from submission of the issue, or the filing of a grievance by the employee over the same issue, whichever comes first.

ARTICLE 24 B

Grievance Procedure

It is the policy of Miami University to process hereunder all grievances brought to its attention by its employees who are members of the bargaining unit. It is the right of every member of the bargaining unit to use the prescribed grievance machinery.

- A. A grievance is defined as a dispute over the interpretation, application or alleged violation of this Agreement. Each written grievance must state the section of the Agreement where the violation has allegedly occurred and the remedy requested to settle the grievance.
1. Any aggrieved employee who initiates a Step 1 Grievance shall have a Union Representative at the Step 1 meeting with the Supervisor.
 2. A group grievance under this procedure is defined as a grievance filed by a specifically identified and similarly affected group of employees within a department of the University in which the fact questions and provisions of the Agreement alleged to have been violated are the same as they relate to each and every employee of the group.
 3. A group grievance, the resolution of which would not cross departmental line of authority, shall be initiated at the Step 2 level of this procedure.
 4. A group grievance, the resolution of which would cross departmental lines of authority, shall be initiated at the Step 3 level of this procedure.
 5. No more than three (3) representatives of the University and the Union, respectively, including employee(s) of the affected group, shall attend any requested meeting at the Step 2 or above level of this grievance procedure.
 6. Grievance hearings will be scheduled during the aggrieved employee's shift, or by mutual agreement between the Union, grievant and supervisor.
- B. Time Limits
1. It is important that complaints and grievances be processed as quickly as possible at each administrative level. The number of days indicated herein at each level should be considered as maximum. Every effort shall be made to expedite the process and to render a decision to the employee as quickly as possible.
 2. The time limits specified may, however, be extended only by mutual written agreement between the University and the Union.

3. All initial grievances must be submitted in writing within twenty (20) working days from the date of the occurrence of the grievance or twenty (20) working days from the day the employee has reason to know of the grievance, whichever is later.
4. If the grievance is not appealed to the next level within the time specified, the grievance shall automatically be considered as resolved. In the event that Management does not respond to a grievance within the specified time limits, the grievance may be appealed to the next step of the grievance procedure and the period for the Union's request to arbitrate under Paragraph C4 below, shall be extended by the length of the University's delinquency in answering.

C. The Union has full authority to process, appeal, settle and withdraw grievances. Grievances shall be resolved through the following procedure.

1. Step 1: An employee who has a grievance shall, within twenty (20) working days of the date which the employee becomes aware of the incident precipitating the grievance, initiate the grievance process to the immediate supervisor or the appropriate supervisor. That supervisor and employee shall meet within ten (10) working days of notification. The employee's Union steward shall be present at the meeting. The purpose of the meeting is an attempt to resolve the grievance. The Union shall provide an official grievance form at the beginning of the meeting setting forth the details of the grievance (i.e., the facts upon which it is based, the article(s) violated, and the relief requested) and signed and dated by the employee and Union steward. The supervisor hearing the grievance shall render an answer in writing stating the reason for granting or denying the grievance to the employee, the Office of Human Resources, the local Union steward, and the Ohio Council 8 Staff Representative within ten (10) working days after the Step 1 meeting.
2. Step 2: If the grievance has not been settled, the Union may present the Step 2 grievance in writing to the Department Head or his/her designated representative within ten (10) working days. The 10-day time frame starts the next working day after the Step 1 response has been delivered to the Local Union President.

The Union or the Department head may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within ten (10) working days following the receipt by the Department Head of the written grievance appeal.

Such a meeting shall include the aggrieved employee as well as his/her Union steward. In addition, the Department head and/or his/her designated representative(s) shall attend the meeting.

The Department head shall render his/her decision in writing to the employee and the Union within ten (10) working days following receipt of the written grievance or the meeting, whichever occurred later.

A copy of the Department head's decision is to be sent to the University's Sr. Director of Human Resources, the Local Union President, and the Ohio Council 8 Staff Representative.

3. Step 3: If the grievance still remains unadjusted, the Union may present the Step 3 grievance in writing to the University's Sr. Director of Human Resources or his/her representative within ten (10) working days after response from the Department head. The 10 day time frame starts the next working day after the response has been delivered to the Local Union President.

The Union may amend any grievance at Step 3. The amendment must be submitted in writing to the Sr. Director of Human Resources and be related to the initial grievance and otherwise timely.

The Union or the Sr. Director of Human Resources (or his/her designated representative) may request a meeting to discuss the written grievance appeal from Step 2 to Step 3. If such a meeting is requested, it shall be held within ten (10) working days following receipt of such request.

Such a meeting shall include the aggrieved employee as well as his/her Union representative(s) and may include an AFSCME staff representative. In addition, the Sr. Director of Human Resources and/or his/her designated representative, and appropriate departmental representative(s) shall attend the meeting. The Sr. Director of Human Resources or his/her designated representative will schedule the meeting.

The Sr. Director of Human Resources or his/her designated representative, shall render his/her decision in writing to the employee within ten (10) working days following receipt of the written grievance appeal, or the meeting, whichever occurred later. A copy of the Sr. Director's decision is to be sent to the Local Union President and the Ohio Council 8 Staff Representative.

4. Step 4: Arbitration

- A. Any grievance which is not resolved through the Grievance Procedure may, at the request of the Union, be submitted to arbitration. Notice of a request for arbitration must be served on the University's Human Resources Office within thirty (30) calendar days after the reply of the University's Sr. Director of Human Resources is received by the Union.
- B. The arbitration proceeding shall be conducted by an arbitrator selected according to the rules of the American Arbitration Association.
- C. The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.
- D. Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement; nor shall he/she substitute his/her discretion for that of the University nor exercise any responsibility or function of the University nor impose on either party a limitation or obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein.
- E. The cost of the arbitrator, and hearing room shall be borne equally by both parties. The cost of any stenographic recording shall be borne by the party requesting the same, except that the other party shall pay for a copy of any transcript requested, if such party requests a copy of same.
- F. The aggrieved employee, one Union representative, and necessary witnesses shall suffer no loss of regular, straight time pay as a result of attending an arbitration hearing conducted pursuant to this Article.
- G. The procedures set forth in this Article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this contract. It is expressly understood that the procedures set forth in this Article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

D. Mediation

After the issuance of the Step 3 response, either party may request that the matter be addressed in mediation with the assistance of a mediator appointed by the FMCS to conduct a grievance mediation service. If the parties agree to mediate, the time for initiating Step 4 of the grievance process shall be suspended at that point and shall remain suspended until the conclusion of the mediation or sixty (60)

days whichever is earlier. The session will be done in an informal manner as determined by the mediator. The mediator will attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final and binding and any settlement of the grievance at this step will be based upon the mutual agreement of the parties. All mediation proceedings shall be conducted in accordance with and subject to the Uniform Mediation Act, Ohio Revised Code Sections 2710.01 et seq. and the mediation rules of FMCS.

Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.

Actions taken as a result of mediation are not precedent-setting nor do they constitute University policy or practice.

The grievant shall have the right to be present at the mediation conference.

The University and the Union shall have not more than three (3) representatives present at the mediation.

ARTICLE 25

Hours of Work and Overtime

- A. The normal work week shall consist of forty (40) hours: for pay purposes, this will normally consist of five (5) consecutive days of eight (8) hours each; however, based on staffing needs, it may consist of four (4) days of ten (10) hours each. Further, should the University determine a need to schedule full-time employees on a permanent basis on a schedule other than these, it shall discuss the work schedule change with the Union at least fifteen (15) calendar days before such change. The payroll week shall start at 12:01 a.m. Saturday and end at 12:00 midnight Friday. 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. Work schedules of hours and days to be worked by employees shall be posted by at least Wednesday for the payroll week starting on Saturday. Once the schedule has been posted, the full-time employees' schedules of hours and days shall not be changed without payment of overtime rate for the new hours added, except with a minimum of thirty-six (36) hours notice.
- B. All hours worked in excess of forty (40) straight-time hours in one payroll week shall be paid for at time and one-half the regular rate of pay. Only straight time hours actually worked, compensatory time, vacation, holidays, and paid sick leave hours go toward the forty (40) hour rule for overtime.
- C. An employee called to work outside his work schedule, and after having left University premises, shall receive four (4) hours work or four (4) hours pay in lieu thereof, at the appropriate rate of pay. Call back does not apply to hours contiguous with the employee's shift. This provision does not apply to an emergency extension of the scheduled work shift. (See Emergency Call-In S.O.P. applicable to Physical Facilities Department.)
- D. Scheduled Overtime: Employees shall be notified at the earliest possible time but not less than forty-eight (48) hours prior to scheduled overtime. If overtime work is scheduled, regular, full-time bargaining unit employees shall have first priority for such overtime before part-time, temporary, seasonal and intermittent employees are scheduled to work it.
- E. Overtime pay and compensatory time consideration shall be governed by this Article and the Compensatory Time Article of this contract.
- F. Employees assigned to work on a day designated as a holiday shall be compensated for working on such a day at the rate of one and one-half (1-1/2) his/her regular hourly rate for hours worked in addition to the regular pay for the holiday.

- G. Overtime opportunity for full-time employees shall be equalized as much as possible within each work unit. The University will use its best effort to see that the employees who normally perform the same type of work shall receive equal overtime opportunities. Emergency extension of an employee's work shift of two (2) hours or less does not constitute an overtime opportunity. Where the University is aware for at least one week of the need for overtime work as a consequence of planned absences by employees, e.g., vacations, the overtime opportunity shall be distributed across the work unit (by the respective classification), not solely across those working a particular shift.
- H. Upon request of a Union steward, the University will make available to the said steward the overtime records of the applicable employees showing the amount of overtime worked or refused during the last twelve months.
- I. Disputes as to dissatisfaction with how overtime opportunity is being distributed within any work unit shall be subject to the grievance procedure. The appropriate remedy for a valid grievance claiming loss of the opportunity to work overtime, is to offer the next opportunity to work at least the same number of overtime hours lost.
- J. It is fully understood that the University's practice of not scheduling employees for work during the week between Christmas and New Years may be continued by the University. Regular, full-time employees will have preference over temporary, intermittent and part-time employees, for such work assignments as are available during the week between Christmas and New Years.
- K. Employees are expected to work a reasonable amount of overtime opportunities.

ARTICLE 26

Wages

The Union accepts the University's implementation of the classification and pay program. No employee shall suffer loss of pay as a result of the implementation of this program.

Within the framework referenced above, the following will apply:

1. Effective with the first day of the payroll period beginning July 1, 2006, the bargaining unit will be entitled to receive a 3% wage increase. Effective with the 1st day of the payroll period beginning July 1, 2007, and July 1, 2008 the bargaining unit will be entitled to receive a 2.5% wage increase. In the event that non-bargaining unit classified staff receive across the board pay increases in excess of 2.5%, the same percent increase will apply for bargaining unit employees.
2. For all employees with at least ten (10) years of University service as of December 1, 2006, December 1, 2007 and December 1, 2008, a lump-sum payment of one (1) percent of base pay shall be granted.
3. The University will provide the Union with the opportunity to participate in committees appointed to develop new pay programs or modifications to the existing pay program for classified employees. Should the University decide to implement new pay programs or revise the existing pay programs, the Union will be provided with the opportunity to be included in such programs.

ARTICLE 27

Insurance

- A. The University will continue to provide to benefit eligible employees in the bargaining unit the group insurance plan (hospitalization, basic medical, major medical, dental, life and accidental death and

dismemberment) as approved by the Board of Trustees. However, the University reserves the right to modify that coverage, either in terms of benefit levels and/or cost to the employee, in the same manner and effective on the same date(s) as it may choose to alter such benefit levels and/or costs to all other University employees covered by said Plan. Additionally, the University reserves the right to change the present or successor insurance carriers, and to designate an alternate carrier or carriers of its own choice, in lieu thereof, so long as the same benefit levels remain unchanged. Employee contributions toward the cost of health care premiums will be as follows:

During the calendar year 2006:

<u>Employee's base annual salary</u>	<u>Maximum Contribution</u>
Under \$20,000	Not more than 2% of the premium cost
Over \$20,000 to \$30,000	Not more than 3% of the premium cost
Over \$30,000 to \$40,000	Not more than 4% of the premium cost
Over \$40,000	In accordance with the plan established by the University for the non-bargaining unit employees

During the calendar year 2007:

<u>Employee's base annual salary</u>	<u>Maximum Contribution</u>
Under \$20,000	Not more than 3.5% of the premium cost
Over \$20,000 to \$30,000	Not more than 4.5% of the premium cost
Over \$30,000 to \$40,000	Not more than 5.5% of the premium cost
Over \$40,000	In accordance with the plan established by the University for the non-bargaining unit employees

During the calendar year 2008:

<u>Employee's base annual salary</u>	<u>Maximum Contribution</u>
Under \$20,000	Not more than 5% of the premium cost
Over \$20,000 to \$30,000	Not more than 6% of the premium cost
Over \$30,000 to \$40,000	Not more than 7% of the premium cost
Over \$40,000	In accordance with the plan established by the University for non-bargaining unit employees

- B. Regardless of the above schedule, in no case shall bargaining unit employees be charged a higher premium than that charged to non-bargaining unit employees of the University.
- C. The University will provide the Union with the opportunity to discuss the effects of changes to the health insurance programs. The Union will be provided the opportunity to participate in any committees appointed to review and recommend changes to the health care program or carrier(s).
- D. Optional, additional, accidental death and dismemberment coverage will continue to be made available for employee purchase.

ARTICLE 28

Vacation

- A. Full-time employees in the bargaining unit shall receive the following vacation according to their number of years of service with the University or other political subdivisions of the State of Ohio:

<u>Length of Service</u>	<u>Annual Accrual</u>
0 years	None
1 – 7 years	80 hours
8 – 14 years	120 hours
15 – 24 years	160 hours
25 or more years	200 hours

- B. Vacation credit may be accumulated to a maximum of that earned in three (3) years of service. Vacation credit in excess of this maximum is eliminated from the employee's vacation leave balance.
- C. Days designated as holidays are not charged to vacation leave regardless of the day on which they occur.
- D. An employee's vacation balance shall be reported on each bi-weekly pay check.
- E. Vacation shall be scheduled pursuant to the rules of the respective department, and may be taken only following advance approval of the employee's supervisor. Except where operational needs require, there shall be no limit on the consecutive period of time over which an employee may schedule vacation. If an employee's request is denied, the supervisor will provide written reason for the denial to the employee, in a timely fashion.
- F. Once a vacation request has been approved it shall not be changed without the written consent of the involved employee, except in case of emergency.
- G. Normally, it is expected that employees will take vacation a week at a time. However, where unusual circumstances exist and the respective supervisor approves, employees shall be permitted to use vacation in units as small as one hour.

ARTICLE 29

Holidays

- A. The following holidays with eight (8) hours* pay are celebrated by all regular, full-time employee members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. The University reserves the right to observe Columbus Day, President's Day, and Martin Luther King Day on days other than those specified.
- C. Employees required to work on days designated as holidays shall be paid for all hours worked in accordance with Article 25, (Hours of Work and Overtime).

- D. Days designated as holidays that fall on a Saturday will be celebrated on the preceding Friday; days designated as holidays that fall on a Sunday will be celebrated on the following Monday. The only exception to this shall be that any employee who is scheduled to work and does work on a January 1st or December 25th which falls on a Saturday or Sunday shall have such Saturday or Sunday designated as his holiday, unless he/she also works the Friday preceding such Saturday or the Monday succeeding such Sunday.
- E. Loss of Holiday. If an employee is off without pay because of an unexcused absence either the work day before or the work day after a holiday, or fails to work scheduled work on the holiday and is unexcused, he/she forfeits that holiday pay. Holiday pay ceases during any period an employee is not being paid his/her regular salary or wage.
- F. If a holiday falls on the employee's normal off day he/she must be given another day off or holiday pay for such date. If the University elects to give the employee another day off and the holiday falls on the employee's first day off they must give the day off preceding the holiday. If the University elects to give the employee another day off and the holiday falls on the employee's second day off they must give the day off after the holiday.
- G. For the purpose of this section, any shift which begins on a designated holiday shall be treated as holiday work in its entirety and any shift that does not begin on a designated holiday shall be treated in its entirety as non-holiday work.

*Note: Certain full-time employees normally work ten hours per day (four days per week) and regularly scheduled days for such employees may fall on a designated holiday. In such event, the employee will receive eight (8) hours holiday pay for the holiday. Such employees shall be permitted to utilize two hours of vacation or compensatory time, or work two (2) additional hours (over normal schedule) during the holiday week as scheduled by management.

ARTICLE 30

Compensatory Time

Any employee who is entitled to be paid at the rate of time and one-half for overtime work or time actually worked on a holiday may elect, in lieu of such pay, to be credited with appropriate compensatory time. The employee may accrue up to a maximum of two hundred forty (240) hours of compensatory time through such election.

Compensatory time may be utilized only at a time that is convenient to the University and with approval of the employee's supervisor.

If an employee has compensatory time to his/her credit at the date of his/her retirement or termination, the employee shall be paid for all such compensatory time at the greater of his/her final regular rate of pay or his/her average regular rate received during his/her last three (3) years of University employment.

ARTICLE 31

Education Fee Waiver

All benefit eligible employees may enroll for undergraduate and graduate work without payment of the instruction fee and the tuition surcharge. The general fee and facilities fee shall be paid by the employee.

- A. Benefit eligible employees may take courses on any of the three Miami campuses at times that do not conflict with the requirements of their work schedule. Revisions in the employee's normal work schedule to accommodate taking courses may be made only with the approval of the appropriate supervisor subject

to departmental or divisional rules. Classes may not be taken as part of the employee's work schedule unless required by the University. Employees may not be employed as student employees.

- B. The spouse of a benefit eligible employee shall be entitled to receive the fee waiver benefit described above after the employee has completed three (3) continuous years of benefit eligible employment immediately preceding a claim for the fee waiver benefits.
- C. The dependent child or children of a benefit eligible employee shall be entitled to receive the fee waiver benefit described above after the employee has completed three (3) continuous years of benefit eligible employment immediately preceding a claim for the fee waiver benefit.
- D. The dependent child or children of a benefit eligible employee who retires after ten (10) or more years of continuous benefit eligible employment shall be entitled, during the first five (5) years following the employee's date of retirement (receiving benefits from a state retirement system), to receive the fee waiver benefit described above until completion of an undergraduate degree program or age 23, whichever occurs first.
- E. The dependent child or children of a benefit eligible employee shall be those who qualify for a federal income tax exemption. A retired employee who wishes to claim the fee waiver benefit described above will be required to annually file a certification with the Bursar's Office that the student is his/her dependent and that he/she is claiming the student as an exemption for federal income tax purposes, and may be required to file a copy of the exemption section of their most recent Internal Revenue Service Form 1040 or Form 1040A.
- F. In the event of death or total disability of a benefit eligible employee whose spouse or dependent child or children qualify for the fee waiver benefit:

The fee waiver benefit for a surviving spouse or dependent child or children enrolled in the University at the time of death or total disability will be continued until the completion of the undergraduate degree program in which enrolled or age 23, whichever occurs first.

After ten (10) continuous years of benefit eligible employment but with less than fifteen (15) continuous years of benefit eligible employment, the fee waiver benefit for a surviving spouse or dependent child or children enrolled in the University at the time of death or total disability will be continued until the completion of the undergraduate degree program in which enrolled or age 23, whichever occurs first.

After fifteen (15) years of benefit eligible employment, the fee waiver benefit will continue for the lifetime of the surviving spouse or until remarriage and for any surviving dependent child or children until completion of an undergraduate degree program or age 23, whichever occurs first.

- G. The benefits provided by the Article shall be subject to change or discontinuance to the extent required by the General Assembly and/or the Board of Regents.

ARTICLE 32

Pension/Retirement

- A. All members of the bargaining unit are required to participate in the Ohio Public Employees Retirement System (OPERS) subject to the rules and regulations of that system. Retirement rights and benefits are solely determined by State statute and by the OPERS rules and regulations and/or by the rules and regulations of any other state retirement system in which the employee may have participated.
- B. All employee OPERS deductions are on a pre-tax basis.

ARTICLE 33

Uniforms

- A. The University will furnish uniforms for employees who are required to wear only such uniforms.
- B. The University will continue its present uniform policy(s) in the various departments. If changes in policy are considered, Union appointed representatives will be included on any committee appointed to consider such changes.
- C. The University agrees to provide and launder protective clothing in the form of coveralls to those members of the Physical Facilities Department whose assigned tasks are considered unusually dirty or damaging to their personal clothing. The protective clothing shall be maintained as stock items by the Physical Facilities Department and will be issued upon request of the employee and approval of his/her supervisor. Such protective clothing shall be provided and maintained in accordance with Physical Facilities Department regulations on an "as needed" and "as available" basis, dependent upon the nature of the work assignment.
- D. Nothing in this article alters the University's right to maintain dress/grooming policies or require payment for clothing necessary for compliance with such policies.

ARTICLE 34

Travel Reimbursement

Employees who are required to travel as a part of their job shall receive mileage at the current IRS rate if they are using their own vehicle and will be reimbursed for the cost of a single hotel room if an overnight stay is required, as well as parking charges. In addition, employees will be paid a daily per diem for all overnight stays that is equivalent to the IRS rate for per diem expenses for the city in which the employee stays.

ARTICLE 35

Meals

The University will maintain its present policy with respect to meal purchase by employees of the Department of Housing, Dining and Guest Services for the duration of this Agreement.

Employees in departments other than Housing, Dining and Guest Services may purchase meals at the posted prices through payroll deduction in those dining halls that are open for the serving of meals.

All bargaining unit employees who have enrolled for payroll deduction may purchase meals in food service facilities that are open for business and receive a discount of 10% for meals purchased for personal consumption.

ARTICLE 36

Sick Leave

- A. Employees earn sick leave at the rate of 4.6 hours for each eighty (80) hours of paid service.
- B. There is no limit on the number of sick hours that may be accumulated.
- C. Employees who request the use of sick leave are responsible for informing their supervisors prior to the start of their scheduled work period as established in Article 44, (Absences). In order to receive payment, employees are required to furnish a satisfactory signed statement (application for use of sick time) to

justify the use of sick leave within three (3) work days after return to work or the end of the payroll period, whichever occurs first. Medical verification may be required on certain occasions as deemed necessary by the supervisor. Approval for the payment of sick leave does not, in and of itself, constitute a pre-approved absence and may count as an occurrence per Article 44, (Absences).

- D. Sick leave may be used for the following reasons:
1. Illness or injury of the employee or a member of the employee's immediate family, (in the case of a member of the immediate family not living with the employee, the appointing authority may credit sick leave when it appears justified; but such cases should be carefully investigated.)
 2. Death of a member of the employee's immediate family.
 3. Medical, dental or optical examination or treatment of the employee or a member of the immediate family.
 4. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and related conditions.
- E. Application for sick leave with intent to defraud may result in discipline, up to and including termination, and refund of salary or wage paid for the period of time in question.
- F. Definition of immediate family: mother, father, brother, sister, child, stepchild, spouse, domestic partner, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent. (A foster child placed with the employee by an agency of the State is a member of the immediate family while actively residing with the employee.) Reference Miami University Policy and Information Manual (MUPIM) 4.5A, Paragraph 1 and 3.2 for definition of domestic partner and immediate family.
- G. Sick leave granted by reason of death in the immediate family will not exceed five (5) work days.
- H. A limit of five (5) days will be allowed for the care of the employee's wife and family during the post-natal period.
- I. Employees retiring from active state service after ten (10) or more years with the state or with any of its political subdivisions may elect to be paid for one-fourth of the accrued but unused sick leave credit. This payment will be based upon the employee's rate of pay at the time of retirement. The maximum payment allowed will be one-fourth of one hundred twenty (120) days. Sick leave conversion does not apply to any termination or separation other than retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.
- J. An employee's sick leave balance is reported on each bi-weekly paycheck.
- K. Part-time employees shall accrue sick leave on a prorated basis.

ARTICLE 37

Unpaid Medical Leave

- A. For all purposes and all leaves of absence, including but not limited to those referred to in this Article, the University will comply with and exercise its rights under and pursuant to the Family and Medical Leave Act. Therefore, the initial portion of all such leaves shall exhaust the employee's FMLA entitlement, and all entitlement to paid leave will be used before any unpaid leave commences.

- B. Employees who exhaust all accumulated paid leave balances, but remain unable to work may apply for and receive a period of unpaid medical leave in accordance with the schedule and terms set forth below:
1. Employees with one year or less of continuous Miami service are not entitled to unpaid medical leave.
 2. Employees with more than one year, but less than five years of continuous Miami service may take unpaid medical leave for a period up to 180 days, during which time the University shall maintain the employee's health insurance upon the same terms and conditions as other bargaining unit employees. Upon return from unpaid medical leave, the employee shall be placed in any vacant position in their former classification, or successively lower classifications if no vacancy exists in the employee's former classification, provided the employee is qualified for the position.
 3. Employees with at least five years, but less than ten years of continuous Miami service may take unpaid medical leave for a period up to 365 days. During the first 180 days of unpaid medical leave the University shall maintain the employee's health insurance upon the same terms and conditions as other bargaining unit employees. Upon return from unpaid medical leave, the employee shall be placed in any vacant position in their former classification, or successively lower classifications if no vacancy exists in the employee's former classification, provided the employee is qualified for the position.
 4. Employees with ten or more years of continuous Miami service may take unpaid medical leave for a period up to 365 days. During the first 180 days of unpaid medical leave the University shall maintain the employee's health insurance upon the same terms and conditions as other bargaining unit employees. Upon return from unpaid medical leave, the employee shall be returned to their former position.
- C. During any leave of absence under this Article, the employee shall accumulate seniority for only the first one hundred eighty (180) calendar days of such leave. Upon return to work the employee's seniority date shall be adjusted accordingly.

ARTICLE 38

Jury and Witness Duty

An employee called for jury duty or subpoenaed as a witness shall be excused from scheduled work which conflicts with hours of jury service or witness service, and will suffer no loss of regular, straight time pay as a result of work absences necessarily caused by the jury duty or witness duty. The employee shall report to work if excused from jury or witness duty four (4) hours or more before his/her normal quitting time on the respective day. To be eligible for jury duty pay or witness pay, an employee shall turn in to the University a jury pay voucher or a witness pay voucher showing the period of jury service or witness service.

The above provision for witness duty pay shall not apply if the employee is a party to the legal proceedings in which he/she is called to testify or if he/she is called to testify as a result of his/her employment status with an employer other than the University.

ARTICLE 39

Military Leave

Military leave and reinstatement therefrom shall be in accordance with the provisions of Ohio Revised Code Chapter 5903 and Ohio Revised Code Section 5923.05.

ARTICLE 40

Personal Leave

Effective with the pay period in which July 1 of each year falls, benefit eligible employees will have accrued sick leave hours converted to personal leave hours in accordance with the following conversion schedule:

Accrued Sick Leave Hours	Eligible Personal Leave Conversion Hours
0 – 79 hours	0 hours
80 – 359 hours	10 hours
360 – 719 hours	14 hours
720 – 959 hours	18 hours
960 – 1199 hours	22 hours
1200 or more hours	26 hours

Personal leave hours may be used during the year following conversion, through the end of the pay period during which June 30 falls. In the event that an individual does not utilize all his/her personal leave hours by June 30, any remaining hours will be converted back to sick leave hours. Personal leave hours are not eligible to be paid as terminal pay in the event of resignation, retirement or death.

ARTICLE 41

Personal Without Pay Leave

An employee may, at the discretion of the University be granted a leave without pay and benefits for up to one year for any reason, except to try out another job.

ARTICLE 42

Union Leave

- A. The Local Union President may request, in writing, leaves of absence without pay for Union members to serve as delegates to Union sponsored meetings. Leaves shall not exceed fifteen (15) work days per calendar year for each delegate and shall not exceed, in the aggregate, thirty-five (35) work days per calendar year.
- B. The Local Union President may request, in writing, leaves of absence without pay and benefits for Union members to conduct Union business for an extended period of time. If granted, such leaves shall not exceed six (6) months during any calendar year. Seniority and fringe benefits shall continue during such a leave of absence. The University shall be reimbursed in advance by the Union for the cost of all fringe benefits paid for the employees on an extended leave of absence for Union business reasons.
- C. Requests for the above leaves of absence are to be made to the University's Sr. Director of Human Resources at least ten (10) working days prior to the effective date of the leave.
- D. Approval for such leaves of absence for Union business shall be granted in writing by the University's Sr. Director of Human Resources or his/her designated representative providing that such absences will not create a disruptive work situation as determined by the University management.

ARTICLE 43

Return From Leave of Absence

When an employee returns to work after a leave of absence in accordance with the terms of such leave, he/she will be assigned to the classification which he/she formerly occupied or to a similar classification if his/her former classification is not vacant or none exists.

An employee may, upon request, return to work prior to the expiration of any leave of absence upon University approval.

ARTICLE 44

Absences

- A. For the purposes of determining excessive absenteeism, pre-approved absences will not be counted. Employees may obtain pre-approval by submitting a request to their immediate supervisor at least twenty-four (24) hours prior to the start of the work day in which the absence will occur. Requests for pre-approved sick leave will not be unreasonably denied. Denial of requests for pre-approved sick leave will be in writing and will state a reason for the denial. Grievances arising out of the denial of pre-approved sick leave will start at Step 3. Approval for payment does not, in and of itself, constitute a pre-approved absence. Employees should request the use of earned vacation, compensatory time, and personal leave in accordance with departmental guidelines.
- B. Employees are expected to be at work on time. Tardiness is defined as clocking in after the start of your scheduled work shift or returning late from lunch or breaks. During a thirty (30) day period of time, four (4) occasions of tardiness may be considered excessive. Ten (10) occasions of tardiness within a twelve (12) month (365 day) period may be considered habitual tardiness. Excessive and habitual tardiness will be considered cause for corrective disciplinary action. It is the employee's responsibility to notify the appropriate supervisor/office when you know you may be late for work or need to leave the workplace early. Employees must follow the appropriate call-in procedure for their assigned work areas.
- C. For the purposes of determining excessive absenteeism, absences (excludes pre-approved sick, vacation, compensatory time and personal leave) will be counted using the following standards:
- An unscheduled absence for up to one-half (1/2) of the shift equals one-half (1/2) of an occurrence.
 - An unscheduled absence for more than one-half (1/2) of the shift will be counted as one occurrence.
 - Two (2) separate partial day absences, regardless of the duration, may be counted as one (1) occurrence.
 - An absence for one (1) or more consecutive workdays will be considered one (1) occurrence. For example, if you are out two (2) consecutive days, that will count as one (1) occurrence.

Three (3) occurrences during a thirty (30) day period or six (6) occurrences in one year's time (365 days) will be considered excessive absenteeism. Excessive absenteeism may result in discipline, up to and including termination of employment.

Inappropriate absence: The supervisor should look for the following indications to determine that there may be an inappropriate absence and disciplinary action needs to be taken.

1. Does the employee fail to call in prior to his/her work shift on the day of absence?
2. Does the employee's absence occur repeatedly on a particular day during the week or month?

3. Has the employee frequently used sick leave before or after holidays or his/her regularly scheduled days off? Is there a pattern developing in the use of the employee's sick leave?
4. Is the employee consistently absent one day at a time?
5. In a work group, is there a pattern of two or more employees in their absences?

D. **Evaluating attendance:** The following guidelines should be used when evaluating attendance for performance evaluations. When applying these guidelines the supervisor should carefully review the attendance record of the employee, taking in consideration the reasons and justifications for all absences. Consideration should be given to the employees record for: 1) Reports to work on time for their assigned shift; 2) Follows policies regarding breaks and lunches; 3) Schedules all leave and obtains authorization in advance; 4) Follows policy for sick leave frequency usage; and 5) Considerations for extenuating circumstances and FMLA issues. Any performance deficiencies and disciplinary action should be reflected in the evaluation.

Number of Occurrences / Year
(NOT pre-approved)

Rating

0-1	Exceeds Standards
2-4	Meets Standards
5	Meets Minimum Standards
6 or more	Does Not Meet Minimum Standards

E. When an employee will be unable to report to work at or before his/her prescheduled starting time he/she or a member of his/her immediate family must notify his/her supervisor or designated person of the anticipated absence. The following shall be the required reporting times:

Dining Hall Employees

Weekday shifts starting before 7:15 a.m. must call between 5:30 and 6:00 a.m. All other shifts must call at least one (1) hour before starting time.

Weekend shifts starting before 9:30 a.m. must call between 8:00 and 8:30 a.m. All other shifts must call at least one (1) hour before starting time.

(During times when there is no meal service employees must call within one-half hour after their starting time.)

Culinary Support Center

Call must be made one (1) hour prior to the employee's scheduled starting time.

Physical Facilities Employees

Call must be made prior to the employee's scheduled starting time.

All Other Employees

Call must be made in accordance with departmental regulations in effect on the effective date of this Agreement.

Failure to comply with the above call-in requirements may result in a denial of any request for paid sick leave for the day(s) involved. In addition, an accumulation of violations of the call-in procedure may result in disciplinary action.

Employees reporting off work under this Article may use voice mail message devices (if available) or may call the supervisor directly.

- F. Effective December 1, 2006, benefit eligible employees who are employed in a benefit eligible bargaining unit position and in active pay status during the entire specified timeframes listed below, will participate in an attendance bonus program. The attendance bonus program will automatically end at the expiration of this bargaining agreement term, unless specifically renewed in the next bargaining agreement.

Employees who use twenty four (24) hours or less of non-FMLA sick leave in a one (1) year time frame starting December 1, and ending November 30, shall receive either a paid day during the December shut down, \$100 on a MULAA account, or one other alternative developed by the attendance bonus committee.

Benefit eligible employees who use twenty four (24) hours or less of non-FMLA sick leave in a one (1) year time frame starting December 1, and ending November 30, for two (2) consecutive years, shall receive a paid day during the December shut down, and either \$100 on a MULAA account, or one other alternative developed by the attendance bonus committee.

The parties will appoint a joint labor-management attendance bonus committee consisting of not more than three (3) representatives each from the Union and the University. The purpose of the committee will be to develop and implement additional incentives by December 1, 2006. The first committee meeting shall occur no later than August 1, 2006.

ARTICLE 45

Rest Period and Clean-up Time

- A. The Department Head or his/her designee shall schedule for each employee either (a) fifteen (15) minute rest periods during the first four (4) hours of the shift and the second four (4) hours of the shift, or (b) one (1) thirty (30) minute rest period some time during the shift. If the employee requests a change in his/her scheduled break(s) to the other alternative, the supervisor will review such request.
- B. There shall be a five (5) minute clean-up period before lunch (or any other on-shift meal according to shift work), and another five (5) minute clean-up period before the end of the shift. These clean-up periods shall apply to employees in those employing areas where such a clean-up time is necessitated as a result of the nature of the work assignment.

ARTICLE 46

Pay Day

All employees shall be paid bi-weekly by direct deposit.

ARTICLE 47

Parking

All bargaining unit employees shall be afforded free parking as available. AFSCME Ohio Council 8 Union Representatives shall be afforded free parking to attend scheduled meetings with management or meetings with employees on University property, as available.

Bargaining unit employees will be charged the same fee as other non-bargaining unit employees not to exceed \$30 per year during the life of contract.

ARTICLE 48

Safety

The University will provide the proper training, safety equipment and protective clothing to those employees who are required to use equipment to perform their job assignments and will continue to promote safe working conditions for all members of the University community.

The Union will encourage safety in all matters with its members and will promote the safety rules and regulations established by the University safety program.

Where departmental safety committees exist they shall be continued, and the parties may agree to the creation of new departmental safety committees from time to time. The Union will appoint two (2) members of each departmental safety committee. Members of departmental safety committees will serve with no loss of regular straight time pay.

ARTICLE 49

Injury Reports

In the case of on-the-job injury, a copy of any worker's compensation claim filed by an employee shall be forwarded to the Union President, if the employee so requests, within seven (7) calendar days of that request.

ARTICLE 50

Employee Notice

In the interest of providing up-to-date information to deal with emergencies, overtime assignments, administration of benefits, etc. employees should immediately notify their department and the University Human Resources Office, in writing, of any changes in contact information (name, address, telephone number or emergency contact). Employees should also immediately notify the University Human Resources Office, in writing, of any changes in the contact information as well as changes in the employee's marital status and record of immediate family.

ARTICLE 51

Bulletin Board

Where there are bulletin boards for University employees, a reasonable amount of space will be reserved for the Union. This will include bulletin board space in addition to space on existing bulletin boards, the University will make available to the Union space to install its own bulletin board for its exclusive use at each time clock where employees report to work. All material shall be posted by an authorized Local Union representative and shall relate to the following:

- A. Union recreational and social affairs.
- B. Union meetings.
- C. Union appointments.
- D. Notice of Union elections.
- E. Results of Union elections.

- F. Any other material authorized and approved by the Local Union President. A copy of such material shall be supplied to the University's Sr. Director of Human Resources or his/her designated representative.
- G. Union notices to be posted on University bulletin boards shall not be in bad taste, shall contain no attacks against University management, and shall at no time slander any University employee.

ARTICLE 52

Contracting of Work

It is recognized that the University has statutory and contractual 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 if its contracting of work results in the layoff of regular, non-probationary employees who immediately prior to the contracting have been regularly performing the same work being performed by the contractor, the University will make every effort to transfer such employee to other duties, if available. It shall not be considered a layoff if the employee is transferred or given other duties at the same pay. If the University anticipates contracting work or services which may have an impact on the continuing employment status of bargaining unit employees, a special meeting will be held with the Union for the purpose of discussing such contract before the contract is signed. If any department is permanently shut down, a special meeting with the Union will be scheduled to discuss that closure before the closure takes place.

ARTICLE 53

Job Enrichment Program

Each University department employing bargaining unit employees with a Job Enrichment Program will designate an individual responsible for administering the program and disseminating to employees information explaining the program.

The course requirements under a Job Enrichment Program will not be changed once an employee has commenced participation in that program. However, if state or federal requirements change or a particular course is no longer available, the University can make the appropriate revisions to a Job Enrichment Program.

Within ninety (90) days after the execution of this Agreement, the parties will appoint a joint labor-management committee consisting of not more than six (6) representatives each from the Union and the University. The purpose of the committee will be to study the Job Enrichment Program and make recommendations to the University regarding any changes in the program, including discussing and acting on recommendations aligning the high school equivalency requirements in the HDGS and PFD programs. Union representatives to this committee will be released from work with no loss in pay to attend meetings or other activities scheduled by the committee in order to achieve its purpose. Said committee will meet annually. Either party may request additional committee meetings as outlined in Article 10 B, (Special Meetings).

ARTICLE 54

Training Program

Eligible bargaining unit employees may participate in the following training programs (separate from established University Job Enrichment Program) to assist in the development of their academic and vocational skills.

- A. To be considered for this training program, employees must meet the following criteria.

1. Have a satisfactory work record with no disciplinary action or suspension(s) for the previous twenty-four (24) months. Once an employee is accepted into the training program, if on-the-job performance becomes unsatisfactory or if they are subject to disciplinary action, he/she may not participate in the program until their on the job performance is again satisfactory and twenty-four (24) months have elapsed.
 2. An employee must have a high school diploma or GED in order to participate in the training program.
 3. Employees must first complete a minimum of thirty-six (36) months of University employment service (from their last date of hire) prior to participating in the training program.
- B. Employees who voluntarily choose to participate in this training will do so on non-University time at their own expense. The University will reimburse employees for academic classes and technical training who successfully complete the class(es) with a minimum grade of “C” in accordance with the following schedule:

<u>Length of University Employment Service</u>	<u>Percentage of Tuition Eligible for Reimbursement</u>	<u>Maximum Reimbursement Per Each Calendar Year</u>
3 – 5 years	50%	\$200
6 – 8 years	75%	\$300
8 or more years	100%	\$400

- C. To obtain reimbursement under this training program, employees must provide the Sr. Director of Human Resources, or his/her designee, with a written request for reimbursement documentation verifying the course work completed and grade obtained, within 180 calendar days following completion of the course work. The University maintains the right to refuse reimbursement for a class completed if such class was not academically or technically oriented.

ARTICLE 55

Rules and Regulations - Entire Agreement

The University shall have the right to make, amend, change, and enforce rules and regulations not inconsistent with the specific terms of this Agreement.

This Agreement will be the sole recourse available to employees represented by the Union accordingly under the Ohio Revised Code Section 4117.10(A).

This Agreement supersedes all other agreements, clauses, and memoranda between the University and employees in the bargaining unit and unless made a written part of that agreement, shall be considered null and void on the effective date of this Agreement.

It is expressly recognized by the Union that during bargaining toward this Agreement it had the full and unbridled right and ability to negotiate with respect to every subject on which bargaining is mandatory. Therefore, this Agreement constitutes the entirety of the Agreement between the parties, and during the term of this Agreement, the Union expressly waives the right to bargain with respect to any and all subjects, whether or not such subjects are specifically treated in this Agreement.

It is further agreed that this Agreement supersedes and exists to the exclusion of any and all provisions, language, procedures, and subject matters applicable to public employees in Chapter 124 of the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services. Equally inapplicable to employees covered by this Agreement are any and all provisions of the Ohio Revised Code dealing with wages, hours, compensation or other terms or conditions of employment.

It is further agreed that any and all disputes or grievances involving the interpretation or application of this Agreement, including employee discipline, shall be processed and resolved by means of the grievance procedure established in this Agreement. No such disputes or grievances shall be appealable to or otherwise brought before the State Personnel Board of Review, the Department of Administrative Services, or any other forum.

Nothing in this article precludes either party from raising subjects of concern in a special meeting, whether or not such subject is specifically treated in this Agreement.

ARTICLE 56

Savings Clause

If any provision of this Agreement is found to be unlawful by any court of law, or invalid by any tribunal of competent jurisdiction, that provision will be automatically terminated, but all other provisions of this Agreement will continue in full force and effect. In such event, the Union and University shall meet within twenty-one (21) calendar days of the final decree of the court or tribunal for the purpose of negotiating a lawful alternative provision. The meeting cannot be used for any purpose other than negotiating with respect to the provision found to be unlawful.

ARTICLE 57

Copies of Agreement

This Agreement will be printed. The costs of such printing will be borne equally by the University and Union. Each employee will be provided a copy.

ARTICLE 58

Termination

This Agreement shall be effective as of July 1, 2006 and shall continue in effect for an initial period up to and including June 30, 2009. It shall thereafter continue in effect for additional periods of twelve (12) months unless terminated by written notice given by either party to the other, by registered mail, no less than sixty (60) days prior to June 30, 2009 or any subsequent 30th day of June. Such notice will be sufficient to avoid automatic extension of the Agreement if it gives notice of an intent to terminate, modify, or negotiate a successor collective bargaining agreement.

ADDENDUM 1

Classifications and Corresponding Department Working Titles

The following table is for informational purposes only. It neither adds to nor detracts from the collective bargaining agreement or state law, and should be disregarded for contract administration/interpretation purposes.

Band/Zone	Miami University Title	Department	Departmental Working Title
E1			
	Building & Grounds Assistant	HDGS	Building Assistant/Specialist
		PFD	Building and Grounds Worker
		PFD	Sr. Building and Grounds Worker
		PFD	Building Service Worker
		PFD	Sr. Building Service Worker
		PFD	Asst. Groundskeeper
	Food Service Assistant	HDGS	Food Service Assistant/Specialist
		HDGS	Assistant Cook
		HDGS	Assistant Baker
	Materials Handling Assistant	PFD	Recycling Center Service Worker
		PFD	Sr. Recycling Center Service Worker
		PFD	Master Recycling Center Service Worker
		PFD	Trucking Services Laborer (temp)
	Postal Services Assistant		
	Sales Clerk	HDGS	Sales Clerk
	Supplies Assistant	HDGS	Storekeeper
E2			
	Maintenance/Repair Tech.	PFD	Asbestos Wkr.
		PFD/HDGS	Maintenance Repair Worker
		PFD	Sr. Maintenance Repair Worker
		PFD	Building Repair Worker
		PFD	Building Services Repair Tech.
		PFD	Sr. Building Services Repair Tech.
	Sr. Building & Grounds Asst.	PFD	Bldg Oper. Spec.-Middletown Campus
		PFD	Bldg. Oper. Spec.-Hamilton Campus
		PFD	Asst Hardscape Specialist
		PFD	Asst. Fac. Oper. Spec./ Bldgs.
		PFD	Fac. Operations Spec./Bldgs.
	Sr. Food Service Assistant	HDGS	Baker
		HDGS	Cook
		HDGS	Master Cook
		HDGS	Senior Cook
		HDGS	Senior Baker
	Transportation/Delivery Asst.	PFD	Asst. Mover
		PFD/HDGS	Mover
F1			
	Building & Grounds Coordinator	HDGS	Building Service Supervisor
		PFD	HC Customer Service Coord.
		PFD	Building Services Coord.
		PFD	Sr. Building Services Coord.
		PFD	Master Building Services Coord.
	Building & Grounds Technician	PFD	Carpet Spc.

		PFD	Journeyman Cleaning Tech.
		PFD	Hardscape Specialist
		PFD	Groundskeeper
		PFD	Sr. Groundskeeper
		PFD/HDGS	Master Building Service Worker
		PFD	Asst. Fac. Oper.Spec./Grounds
		PFD	Fac. Oper. Spec./Grounds
		PFD	Master Fac. Oper. Spec./Bldgs.
	Food Service Operations Coord.	HDGS	Food Service Production Leaser
		HDGS	Production Leader
	Materials Handling Technician	PFD	Stores Specialist
		PFD	Sr. Stores Specialist
		PFD	Master Stores Specialist
		PFD	Recycling Center Service Specialist
	Sr. Maintenance/Repair Tech	PFD	Maintenance Repair Supervisor.
		PFD	Sr. Maint Repair Tech for Spec Fac
		PFD	Area Shop Technicians
		PFD	Sr. Area Shop Technicians
		PFD	Utility Systems Maintenance Asst.
	Trades Asst.	PFD	Asst. Carpenter
		PFD	Asst. Auto Tech
		PFD	Asst. Electrician
		PFD	Asst. Plumber
		PFD	Asst. Air Quality Tech.
		PFD	Asst. Electronic Tech
		PFD	Asst. Locksmith
		PFD	Asst Mason/Hardscape Specialist
		PFD	Asst. Sheetmetal Worker
		PFD	Asst. Sign Crafter
		PFD	Asst. Tile Setter
		PFD	Asst. Welder
		PFD	Asst. Mason
		PFD	Asst.Small Appl.&Equip.Repair Spec.
		PFD	Asst. AQT-BAS
		PFD	Asst. Painter/Plasterer
		PFD	Asst. Elevator Mech.
		PFD	Asst. Roofer
	Transportation/Delivery Spec.	PFD	Equipment Operator
		PFD	Sr. Equipment Operator
		PFD	Master Equipment Operator
		PFD	Master Mover
F2			
	Maintenance/Repair Specialist	PFD	Special Facilities Supervisor
		PFD	Sr. Asbestos Wrkr.
		PFD	Maintenance Inspector
		PFD	Maintenance Repair Supervisor – Special Facilities
G1			
	Building & Grounds Specialist	PFD	Master Groundskeeper
		PFD	Master Fac Oper. Spec./Grounds
		PFD	Tree Trimmer
		PFD	Master Cleaning Restoration Tech
		PFD	Pest/Animal Control Tech.

		PFD	Sr. Hardscape Spec.
		PFD	Asst. Horticulturist
	Building & Grounds Supervisor	PFD	
	Sr. Maintenance/Repair Spec	PFD	HC & MC Sr. Maint. Repair Spec.
		PFD	Utility Systems Maint. Specialist
		PFD	Senior Utility Systems Maint. Spec.
		PFD	Master Utility Systems Maint. Spec.
		PFD	Theater Technical Specialist – Special Facilities
		PFD	Master Maintenance Inspector
	Trades Specialist	PFD	Plumber
		PFD	Electrician
		PFD	Roofer
		PFD	Mason/Hardscape Spec.
		PFD	Electronic Tech.
		PFD	Painter/Plasterer
		PFD	Carpenter
		PFD	Locksmith
		PFD	Sheetmetal Wrkr.
		PFD	Mason
		PFD	Air Quality Tech.
		PFD	Sign Crafter
		PFD	Auto Tech
		PFD	AQT-BAS
		PFD	Utility Systems Specialist
		PFD	Sr. Auto Tech
		PFD	Tile Setter
		PFD	Small Appl & Equip Repair Spec.
		PFD	Elevator Mechanic
		PFD	Welder
G2			
	Maintenance Engineer	PFD	Stationary Engineer
		PFD	Sr. Stationary Engineer
		PFD	Master Stationary Engineer
	Master Trades Specialist	PFD	Master Sign Crafter
		PFD	Master Electrician
		PFD	Master Plumber
		PFD	Master Welder
		PFD	Master Utility Systems Spec.
		PFD	Master Carpenter
		PFD	Master Mason/Hardscape Spec.
		PFD	Master Auto Tech
		PFD	Master Air Quality Tech.
		PFD	Master Sheetmetal Wkr.
		PFD	Master Sm.Appl.&Equip.Repair Spec.
		PFD	Master Painter/Plasterer
		PFD	Master Electronics Tech.
		PFD	Master Roofer
		PFD	Master Mason
		PFD	Master Locksmith
		PFD	Master Tile Setter
		PFD	Master AQT-BAS
		PFD	Master Elevator Mech.

		PFD	Fire Alarm Technician
	Sr. Building & Grounds Spec.	PFD	Arborist
		PFD	Master Hardscape Specialist
		PFD	Master Pest/Animal Control Tech.
		PFD	Master Mason/Hardscape Spec.
		PFD	Master Auto Tech
		PFD	Master Air Quality Tech.
		PFD	Master Sheetmetal Wkr.
		PFD	Master Sm.Appl.&Equip.Repair Spec.
		PFD	Master Painter/Plasterer
		PFD	Master Electronics Tech.
		PFD	Master Roofer
		PFD	Master Mason
		PFD	Master Locksmith
		PFD	Master Tile Setter
		PFD	Master AQT-BAS
		PFD	Master Elevator Mech.
		PFD	Fire Alarm Technician
	Sr. Building & Grounds Spec.	PFD	Arborist
		PFD	Master Hardscape Specialist
		PFD	Master Pest/Animal Control Tech.

ADDENDUM 2

Miami University
DISPUTE RESOLUTION FORM

Most employment issues can be solved directly between an employee and their supervisor. If an issue arises, you may present your issue by utilizing this form and submitting it to your immediate supervisor, your department head or the Senior Director of Human Resources as you see fit. Within ten (10) working days of submission of this form, the University will convene a meeting with you and any others that may be beneficial to the process to discuss the issue. You may initiate the procedure at any level of authority, or you may advance the issue to the next higher level of authority up to the Senior Director of Human Resources if you are dissatisfied with the University's response to your issue.

The issue resolution process shall be completed within thirty (30) days of initiation of the process by an employee. For more details on the issue resolution process, employees covered by the AFSCME collective bargaining agreement are to refer to the contract, and SATSS employees are to refer to the SATSS handbook.

Employee Name _____ Date Submitted _____
Campus Mail Address _____ Email Address _____
Employee Position _____ Department _____
Employee Phone Number _____ Presented To* _____

Issue: Please describe in detail your issue, including; dates, witnesses, location, desired outcome, etc. as appropriate. Use the back of this form or attach additional pages as necessary.

Date Issue Resolution Meeting Held _____

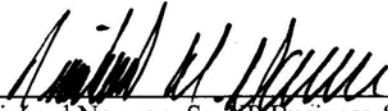
Names of Those in Attendance _____



- A copy of this form must be sent to the Senior Director of Human Resources prior to any issue resolution meeting being held.
- Supervisor or Department Head holding the meeting must submit a copy of this form along with the outcome of the meeting to the Senior Director of Human Resources.

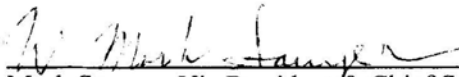
Miami University

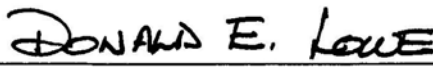
**American Federation of State, County, and
Municipal Employees, Ohio Council 8,
Local Union 209 AFL-CIO**

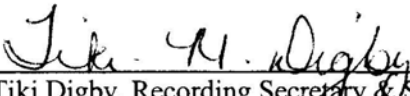

Richard Norman, Sr. VP Business & Finance


Randy Marcum, President

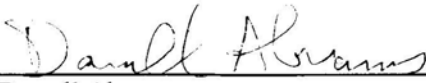

Carol Hauser, Sr Dir of Human Resources

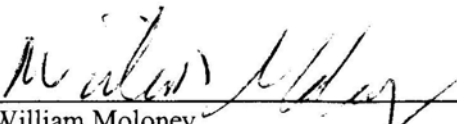

Mark Sawyer, Vice President & Chief Steward


Don Lowe, Sr Dir Facilities Operations


Tiki Digby, Recording Secretary & Steward


Thomas Mobley, Director of HR Initiatives


Darrell Abrams,
AFSCME Executive Board & Chief Steward



William Moloney,
Sr Dir Dining & Auxiliary Enterprises


Louis Cottrell, AFSCME Executive Board


Katherine Stoss, Director of Compensation,
Employment and Technology


Mattie Gray,
AFSCME Executive Board & Chief Steward


Rebecca Wilkins,
AFSCME Executive Board & Steward


Yolanda M. Mitchell,
Staff Representative, AFSCME Council 8

Date: August 17, 2006