

**Memorandum of Understanding
between
Owens Community College
and
Owens Support Staff Union Local #6325**

Settlement of Final Terms for a Collective Bargaining Agreement

The Owens Support Staff Union (Local 6325) and Owens Community College (College) hereby agree to the following:

- A. The Opt-out payment program as outlined in Article XVII, Section (H) of the prior Collective Bargaining Agreement (dated January 1, 2009 to December 31, 2011) shall continue for the period of January 1, 2012 through June 30, 2012. The following members will continue to receive the 33 1/3% payment in their biweekly paychecks until June 30, 2012:
1. David Cookson
 2. Darlene Kiefer
 3. Laureen Tanner
 4. Todd Haggard
 5. Raymond Schaffer
 6. Sara Wilgus
 7. Sarah Smith
- B. It is acknowledged that no employee participating in the program will receive Opt-out payment between June 30, 2012 and January 1, 2013. It is further acknowledged, from this date forward the Opt-out benefit payment program has an annual period of January 1 through December 31.
- C. Other than with regard to the Opt-out payment provisions agreed to in paragraph 1, the Recommendations of Fact Finder Daniel G. Zeiser contained in the Fact Finding Report dated March 12, 2012 are hereby in all respects agreed to and shall be adopted and implemented by the parties.
- D. All terms of the prior Agreement not addressed in the Fact Finding Report shall continue during the term of the new Agreement, which shall have a term of January 1, 2012 through and including December 31, 2014.
- E. This further is to confirm that the parties agree to sign a new Collective Bargaining Agreement, to be effective January 1, 2012 and terminating December 31, 2014.

For Owens Community College:


F. Jack Witt III Date
Vice President Human Resources
Owens Community College

For the Union:


Gail Swartz Date
OSSU President
Owens Support Staff Local #6325

OSSU Memorandums of Understanding

Updated 5/2012

Note: The parties recognize that the following MOUs are attached to the labor agreement for reference and historical purpose; and such MOUs may not be currently in effect.

Membership and Salaries

Journeyman, Maintenance Specialist for CEP (David A. Shaffer)	3/13/2008
Procurement Specialist (Gail Swartz)	8/25/2008
Secretary, Athletics (Ann LaVoy)	9/22/2008
Secretary, School of Business (Veronica Herrera)	10/05/2008
Adjust Minimum and Maximum of Pay Grade (2009 & 2010)	6/02/2009
Cashier, Bursar Office Eliminate Two Union Positions	2/23/2010
Secretary, School of Technology (Darla Greer)	7/26/2011

Additions /Modifications to the Contract

Benefits: Change from Aetna PPO to Aetna POSII	9/06/2005
Extend contract agreement 2006-2008	1/02/2006
Title Change V.P. of HR to V.P. of Employee/Labor Relations	11/26/2007
Four-Day Work Week (Year: 2009)	3/24/2009
Clothing Allowance for New Bargaining Unit Members	11/20/2009
Benefits: College Retains right to Change Health Care Providers	11/20/2009
Four-Day Work Week (Year: 2010)	12/02/2009
Wages/Benefits Agreement (2011)	1/11/2011
Cash Separation Program (2011)	1/25/2011
Four-Day Work Week (Year: 2011)	3/17/2011
College Benefit Program	5/05/2011

Letter of Intent
Between
Owens Community College and
Owens Support Staff Union

The parties agree that the College and the Union will act jointly in recognizing the position of Procurement Specialist.

This position will be classified as Support Staff with a pay range of \$30,704 to \$52,500 annually. The incumbent, currently holding the title of Purchasing Agent, will be paid at a rate of \$27.00 per hour effective July 21, 2008 and in accordance with the contract will be paid for 40 hours per week. The incumbent will remain at that rate (\$27.00) from July 21, 2008 and for the duration of the 2009-2011 yet to be negotiated Support Staff contract.

Further, the parties have developed an appropriate job description (attached) that accurately reflects the incumbent's job duties, and task.

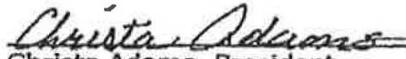
Further, upon the incumbent's separation from Owens Community College it is understood that the college may reassess and/or retitle this position and assign to the grade and classification that the college deems appropriate at that time in accordance with the contract.

For the College:


Gene Lapko 8-27-08
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

For the Union:


Mike Schmitz 8-25-08
Mike Schmitz Date
Representative
Owens Support Staff


Christa Adams 8-21-08
Christa Adams, President Date
Owens Community College

Letter of Intent
Between
Owens Community College and
Owens Support Staff Union

This letter of Intent is made this 10 day of October, 2008, to set forth the stated intention of Owens Community College to pay Veronica Herrera, Secretary, School of Business a hourly rate \$12.50, retro from August 20, 2008 to present. The basis of this action addresses the drastic differences of job responsibilities, duties, etc., which was brought forward by administration August 2008.

This Letter of Intent contains the entire understanding between the parties with respect to its subject matter and supersedes any prior understandings and agreement between the parties.

For the College:

Karen Reed 11/11/08
Date
Karen Reed
Dean, School of Business & Information
Owens Community College

Bruce Busby 11/10/08
Date
Bruce Busby
Vice President, Academic Services
Owens Community College

Gene Lapko 10-15-08
Date
Gene Lapko
Vice President, Labor & Employee Relations
Owens Community College

Christa Adams 11-7-08
Date
Christa Adams, President
Owens Community College

For the Union:

Gail Swartz 10/15/08
Date
Gail Swartz
President
Owens Support Staff

Letter of Intent
Between
Owens Community College and
Owens Support Staff Union

This letter of Intent is made this 19th day of May, 2009, to set forth the stated intention of Owens Community College to adjust the minimum and maximum of the pay grade 2.5% 2009 and 2.% in 2010. The basis of this action addresses the modification of the 2009-2010 contract language Article XVII, Wages, Section B Wages Increases.
This Letter of Intent contains the entire understanding between the parties with respect to its subject matter and supersedes any prior understandings and agreement between the parties.

For the College:

Gene Lapko 6.2.09
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

For the Union:

M. F. Swartz 6.8.09
Gail Swartz Date
President
Owens Support Staff

JMS
5/31/09
(CLARIFICATION)

MEMORANDUM OF UNDERSTANDING

BETWEEN OWENS SUPPORT STAFF UNION AND OWENS COMMUNITY COLLEGE

January 01, 2010

The purpose of this MOU is to clarify the rights of restoration for two former Union members as the College implements the new positions of Student Advocate. The College is eliminating two (2) Union positions of Cashier in the Bursar's office and the Union position of Customer Service Associate in the Financial Aid office.

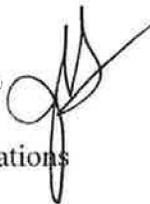
Employee	Hire date
Sharon Pappas	08/11/2008
Patricia Riehle	05/27/2008

Job transition- Both parties agree during the first twelve (12) months after the transition (tentatively scheduled for March 8, 2010) the affected employees will have the current rights outlined in Article XII- Vacancies and Job Assignment. If an affected employee(s) accepts a Union position then their seniority level as of March 8, 2010 will be restored. This 12 month "restoration" may only be implemented in the event of an opening within the Bargaining Unit. In no other event will it be offered or available and it is further understood that these two affected individuals must meet other contractual parameters i.e.: seniority and qualifications.

For the College:


Gene Lapko
Vice President, Labor & Employee Relations
Owens Community College

2-22-10
date



For the Union:


Gail Swartz
President
Owens Support Staff

2-23-10
date


Larry McDougale
President, Owens Community College

3/3/10
date

Memorandum of Understanding
Between
Owens Community College and
Owens Support Staff Union (Local 6325)

Darla Greer

This Memorandum of Understanding is made this 26th day of July 2011, to set forth the stated intention of Owens Community College to grant an equity increase of one dollar (\$1.00) per/hour to Darla Greer, Secretary, School of Technology resulting in a hourly rate of \$23.80, retro to June 27, 2011.

The parties agree (Deans, Chairs, and Union) that this agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties.

For the College:

Gene Lapko 7/27/11
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

For the Union:

Gail Swartz 7/26/11
Gail Swartz Date
President
Owens Support Staff

MEMORANDUM OF UNDERSTANDING

The College and the Union agree to deal with the issue of **changing from Aetna PPO To Aetna POS II** in the following manner. This change was agreed upon by the College and Aetna on July 1, 2005 and will be effective on September 1, 2005. The Union has been assured that the only changes incurred are "administrative changes" and not any single health care benefit change or concession will be endured by any individual member or group of members of the bargaining unit

Furthermore, the contents of this memorandum shall be in effect on September 1, 2005, and the following paragraph will be included as a section in the insurance article of the contract being negotiated at the present time

Should any individual member or group of members incur hardship, loss of benefits or additional health care expense, etc. due to the change in plans implemented by the College on September 1, 2005 (Aetna PPO to Aetna POS II), the College agrees to authorize services, payment of services, and/or issue direct reimbursement to any and all members of the bargaining unit. This section will not apply to any changes agreed to during the negotiations leading to ratification of this first contract.


Eugene Lapko, Vice President
Human Resources
Owens Community College


Gail Swartz, President
Owens Support Staff Union
Ohio Federation of Teachers


Date


Date

LETTER OF AGREEMENT

The parties agree to extend the 2006-2008 Support Staff contract, in its entirety, from October 1, 2008, through December 31, 2008

Paul L. Swartz

Date: January 2, 2006

Joseph W.

Date: Jan 2 - 2006

**Memorandum of Understanding
Between
Owens Community College and
Owens Support Staff Union**

The Owens Support Staff Union and the College agree that, notwithstanding the terms and conditions of the contract the parties hereby agree to the following modification:

Throughout the contract any and all references to the Vice President of Human Resources is understood to be read as the Vice President of Labor and Employee Relations.

For the College: *Gene Lapko*
Gene Lapko 11-26-07
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

For the Union:
Gail Swartz 11/26/07
Gail Swartz Date
President
Owens Support Staff

Christa Adams 12-4-07
Christa Adams, President Date
Owens Community College

Letter of Intent
between
Owens Community College
and
Owens Support Staff Union

3/24/09

Four-Day Work Week

It is the intent of the parties to implement a 4-day work week. The work week shall consist of thirty-seven and one-half (37.5) hours per week, (with pay being 40 hours per week as per the contract) or 40 hours per week as applicable, Monday through Thursday or within four (4) consecutive days. The 4-day work week shall commence on May 11, 2009 and shall be scheduled to conclude on July 31, 2009.

This action shall not constitute a reduction in pay or work hours.

This agreement is entered into solely to address the specific circumstances of this particular situation as it relates to a pilot, compressed work week summer schedule. It does not establish any practice or precedent between the parties. If unforeseen situations present themselves the parties will meet to discuss the situation in the hopes of arriving at a mutually agreed upon outcome.

For Owens Community College:

Gene Lapko 3-24-09
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

JMS
3-27-09

For the Union:

Gail Swartz 3/24/09
Gail Swartz Date
President
Owens Support Staff

Letter of Intent
Between
Owens Community College and
Owens Support Staff Union, Local # 6325

A full clothing allowance will be offered to all bargaining unit members just once every fiscal year.

All parties agree it is the Union's responsibility to complete required paperwork for purchase of each member's clothing allowance.

All parties agree the dollar amount of the clothing allowance is a mutual decision made by the Labor Management Committee.

All parties agree bargaining unit members employed on or after May 31 and prior to June 30 of any year will receive 100% of the allotted allowance in the June ordering. June will be considered the beginning of the ordering cycle.

All parties agree if the member is hired between July 1 and October 31, the member will receive 75% of the allotted allowance. If the member is hired between November 1 and January 31, the member will receive 50% of the allotted allowance. If the member is hired between February 1 and May 30 the member will receive 25% of the allotted allowance. If hired between May 31 and June 30 the member will receive 100% of the allotted allowance during the June ordering.

For Owens Community College

Eugene Lapko 11-20-09
Eugene Lapko Date
VP, Labor & Employee Relations

For Support Staff Union

Gail Swartz 11/20/09
Gail Swartz Date
President Local #6325

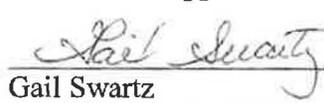
Letter of Intent
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Owens Support Staff Union, Local # 6325

Health care coverage as stated in the contract will continue to be offered to all eligible bargaining unit members. All parties agree the College retains the right to change health care provider(s)/carrier(s) at its sole discretion. All parties agree the College will notify the Union and all members at least thirty (30) days prior to any change in carrier(s).

For Owens Community College


Eugene Lapko Date
VP, Labor & Employee Relations

For Owens Support Staff Union


Gail Swartz Date
President Local #6325

**Letter of Intent
between
Owens Community College
and
Owens Support Staff Union Local #6325**

Four-Day Work Week

It is the intent of the parties to implement a 4-day compressed work week summer schedule. The work week shall consist of thirty-seven and one-half (37.5) hours per week, (with pay being 40 hours per week as per the contract) or 40 hours per week as applicable, Monday through Thursday or within four (4) consecutive days. The 4-day work week shall commence on May 9, 2010 and shall be scheduled to conclude on July 24, 2010.

This action shall not constitute a reduction in pay or work hours.

This agreement is entered into solely to address the specific circumstances of this particular situation as it relates to a compressed work week summer schedule. If unforeseen situations present themselves the parties will meet to discuss the situation in the hopes of arriving at a mutually agreed upon outcome.

For Owens Community College:

Gene Lapko 12-2-09
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

Gene Lapko
12-22-09

For the Union:

Gail Swartz 12/2/09
Gail Swartz Date
President
Owens Support Staff Local #6325

**Reopener Agreement
between
Owens Community College
and
Owens Support Staff Union (Local 6325)**

The parties agree to the wages/benefits changes as found in the attached exhibits. This agreement is in accordance with the Owens Support Staff Union (Local 6325) contract, Article XVIII, allowing a reopener of wages/benefits for calendar year 2011. This agreement is effective January 1, 2011 thru December 31, 2011 and expires concurrently with the Collective Bargaining Agreement on December 31, 2011.

For the Union:

Gail Swartz
President

Owens Support Staff (Local 6325)

Gail Swartz 1/21/11
Date

For the College:

Gene Lapko

Vice President, Labor & Employee Relations
Owens Community College

Gene Lapko 1-11-11
Date

**Memorandum of Understanding
between
Owens Community College
and
Owens Support Staff Union (Local 6325)**

Cash Separation Program (CSP)

Eligible bargaining unit members will be afforded the opportunity to participate in the College's 2011 Cash Separation Program (CSP) in year 2011. Eligibility is per the guidelines set forth in the 2011 CSP document dated 1/25/11. The Owens Support Staff Union Local 6325 (OSSU) acknowledges and agrees that the parties have previously met and conferred in good faith as to the College's intent to offer the CSP to eligible members in 2011.

This agreement is entered into solely to address the specifics of the 2011 CSP. Likewise, the offering of this CSP does not create any obligation on behalf of the College to offer a similar program again in the future or to offer any other type of separation program in the future.

For the Union:

Gail Swartz 1/25/11
Gail Swartz Date
President
Owens Support Staff (Local 6325)

JMS
1-27-11

For the College:

Gene Lapko 1-25-11
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

**Letter of Intent
between
Owens Community College
and
Owens Support Staff Union Local #6325**

Four-Day Work Week

It is the intent of the parties to implement a 4-day compressed work week summer schedule. The work week shall consist of thirty-seven and one-half (37.5) hours per week, (with pay being 40 hours per week as per the contract) or 40 hours per week as applicable, Monday through Thursday or within four (4) consecutive days. The 4-day work week shall commence on May 9, 2011, and shall be scheduled to conclude on July 24, 2011.

This action shall not constitute a reduction in pay or work hours.

This agreement is entered into solely to address the specific circumstances of this particular situation as it relates to a compressed work week summer schedule. If unforeseen situations present themselves the parties will meet to discuss the situation in the hopes of arriving at a mutually agreed upon outcome.

For Owens Community College:

Gene Lapko 3-17-11
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

Gene Lapko
3-17-11

For the Union:

Gail Swartz 3/17/11
Gail Swartz Date
President
Owens Support Staff Local #6325

Memorandum of Understanding

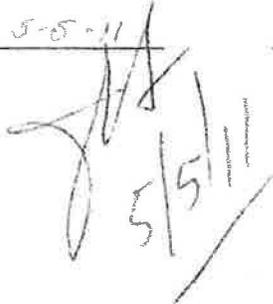
Owens Community College and Owens Support Staff Union

College Benefit Program

The Owens Support Staff Union (OSSU) bargaining unit supports the College interest and intent to extend the College benefits program to those currently engaged in a Same Sex/Domestic Partnership relationship. It is understood that the program will be defined and administered by the College.

Contribution to the program will be in accordance with any or all federal, state, or local statutes and/or contractual requirements.

For the College

Spauldo 5-5-11


For the Union

Gail L Swartz

**Letter of Intent
between
Owens Community College
and
Owens Support Staff Union Local #6325**

Four-Day Work Week

It is the intent of the parties to implement a four-day compressed work week summer schedule. The work week shall consist of thirty-seven and one-half (37.5) hours per week, (with pay being 40 hours per week as per the contract) or forty (40) hours per week, whichever is applicable, Monday through Thursday or otherwise over four (4) consecutive days. The four (4)-day work week schedule shall commence on May 6, 2012, and shall conclude on July 21, 2012.

Bargaining unit members may be required to work an alternative work schedule, based on the determination of the College. When practicable the College will notify and discuss the matter with the union.

The four-day compressed work week summer schedule shall not constitute a reduction in pay or work hours.

This agreement is entered into solely to address the specific circumstances of this particular situation as it relates to a compressed work week summer schedule. If unforeseen circumstances present themselves, the parties will meet to discuss such situation for the purpose of arriving at a mutually agreed upon outcome.

For Owens Community College:

WLB

F. Jack Witt III Date
Vice President Human Resources
Owens Community College

For the Union:


Gail Swartz Date
OSSU President
Owens Support Staff Local #6325

Memorandum of Understanding between

Owens Community College and Owens Support Staff Union Local #6325

Bookstore Clerks – Salary Increase

This Memorandum of understanding is made this 15 day of June, 2012, to state the intention of Owens Community College to grant the Toledo Campus Bookstore Clerks (4) an increase of one dollar and 50 cents (\$1.50) per hour to be added to their base salary. The basis of this action addresses the additional duties and responsibilities as stated in the revised job description.

Clerk, Bookstore Toledo employees:

Karen Brown, Rachel Grow, Darlene Kiefer, MaryJo Spring

This agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties.

For Owens Community College:

For the Union:

MB

J. Witt III *7/16/12*

Gail Swartz *7/12/12*

F. Jack Witt III

Date

Gail Swartz, President

Date

Vice President Human Resources

Owens Support Staff Local #6325

**Memorandum of Understanding
between
Owens Community College
and
Owens Support Staff Employees (Local 6325)**

Article XIV Working Conditions, Section G. Holidays

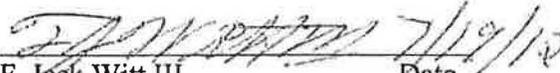
The parties agree to the following: effective July 16, 2012, Veterans Day is recognized as a designated paid holiday for full time employees and the mid-semester break (Friday before spring break) is removed as a designated paid holiday.

The College agrees to meet and confer with Union prior to any future holiday changes to the academic calendar.

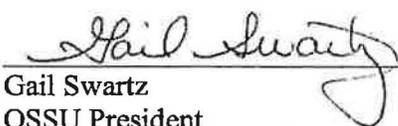
This agreement is entered into solely to address the specifics circumstances of this particular situation as it relates to Article XIV Holidays.

For the Owens Community College:

For the Union:

JB


F. Jack Witt III Date 7/19/12
Vice President Human Resources
Owens Community College



Gail Swartz Date 7/19/12
OSSU President
Owens Support Staff Local #6325

**Memorandum of Understanding between
Owens Community College and Owens Support Staff Union Local #6325**

Title Change – Ann LaVoy

This Memorandum of understanding is made this 2nd day of January 2012, to state the intention of Owens Community College to pay Ann LaVoy , Secretary/Athletics/Student Activities/ID's the hourly rate of \$16.13 per hour. The basis of this action addresses the additional duties and level of responsibilities as stated in the revised job description and title change to Athletics Specialist.

This agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties.

For Owens Community College:

For the Union:

J. Witt III 7/24/12

J. Jack Witt III Date

Gail Swartz 7/19/12

Gail Swartz, President Date

Vice President Human Resources

Owens Support Staff Local #6325

JLW