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STATE EMPLOYMENT
RELATIONS BOARD

2011 JAN 14 P 12: 32

**FULL-TIME POLICE OFFICERS' AND POLICE
SERGEANTS' AGREEMENT**

between

HOCKING TECHNICAL COLLEGE

and

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

**July 1, 2009
through
JUNE 30, 2012**

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STATE EMPLOYMENT
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Glossary of Terms

Except as otherwise specified in the text, when used in this Agreement, the following terms shall have the meanings set forth below. Except as otherwise specified in the text, these terms are included herein only for purpose of defining words that are used in the agreement.

Calendar Day

Any day of the week, Sunday through Saturday

Calendar Year

A period of 365 consecutive days, commencing January 1, to which period one additional day shall be added when such year encompasses February 29.

Casual or Temporary Employee

An individual employed by the College whose regularly scheduled work week hours or whose months per Employment Year fail to meet the relevant minimum standard for classification as a "Part-time" or "Full-time" employee as hereinafter defined.

Confidential Employee

"Confidential employee" means any employee who works in the Human Resources Office of the College and deals with information to be used by the College in collective bargaining, or any employee who works in a close, continuing relationship with College officers or representatives directly participating in collective bargaining on behalf of the College as stated in ORC 4117.

Core Skills

The minimum basic abilities needed to perform the duties outlined in an employee's job description.

Department

A subsection of a division in the organizational structure.

Division

The more comprehensive part of the organizational structure.

Emergency

An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate attention

Employee

An individual employed by the College who is a member of the bargaining unit encompassed by the Agreement. Only such individuals are covered by the Agreement.

Employment Year

A period of 365 consecutive calendar days commencing on the date the employee reports for work in a bargaining unit position and to which period one additional day shall be added when the subject Employment Year encompasses February 29.

Extended Family

Spouse/life partner, child, mother, father, sister, brother, mother-in-law, father-in-law, as well as grandparents and grandchildren or members (permanent residents) of the employee's own household, if any.

Full-time Employee

An employee who is regularly scheduled to work forty (40) hours per week per year.

Immediate Family

Spouse/life partner, child, mother, father, sister, brother.

Job Title

The title of the employee's job as shown on such employee's job description.

Management Level Employee

Any employee, who formulates or responsibly directs the implementation of policy on behalf of the College or who, on behalf of the College, may reasonably be required to assist in the preparation for the conduct of collective bargaining, administer collective bargaining agreements, or who has a major role in personnel administration.

Part-time Employee

An employee who is regularly scheduled to work twenty (20) or more hours per week (but not in excess of 31) for six (6) months or more in an Employment Year.

Pay Classification

Pay Classification is the wage schedule on which an employee's position is placed.

Professional Employee

(1) Any employee engaged in work (a) predominately intellectual, (b) involving the consistent exercise of discretion and judgment in its performance, and (c) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or similar institutions, as distinguished from a general academic education or from an apprenticeship; or (2) any employee, who (a) has completed the courses of specialized intellectual instruction; and , (b) is performing related work under the supervision of a professional person in order to qualify himself to become a professional employee.

Regular Rate of Pay

The rate of pay of an employee as stated in the Article VII – Pay Practices

Rolling Calendar Year

The immediately preceding 365 calendar days as of the current date

Seniority Year

Each completed employment year shall result in being credited with one full year of seniority.

Student

An individual whose primary purpose is educational training, including graduate assistants or associates, residents, interns, or other students working as part-time public employees less than fifty percent (50%) of the normal year.

Supervisory Employee

Any employee who has authority, in the interest of the College, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or

discipline other employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Vacation Year of Service

A year from the anniversary date of the first day worked for the College in a bargaining unit position.

Work Day

The regular College workday shall be for eight (8) continuous hours

Work Week

The workweek shall be any continuous five calendar day period of time that the employee is scheduled to work.

Article I Recognition

I.A. Recognition

The Hocking Technical College/Hocking College, hereinafter called the College, recognizes the Ohio Patrolmen's Benevolent Association, hereinafter called the Union, as the sole and exclusive bargaining representative for those employees in the Bargaining Unit as defined in Section B of this Article.

I.B. Included

The Bargaining Unit shall include all full-time Police Officers and Police Sergeants.

I.C. Excluded

The Bargaining Unit shall exclude the Chief of Police and all other employees.

I.D. Benefits

All employees shall be entitled to all rights, privileges and benefits as set forth in the Agreement, unless otherwise specifically modified by the express terms of the Agreement.

I.E. Uniform Application

I.E.1. The parties to the Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the Bargaining Unit.

Article II Management Rights

II.A. The College reserves and retains, solely and exclusively, all rights, powers and authority enjoyed by it prior to the State Employment Relations Board's certification of the Union except as specifically limited by the explicit provisions of this Agreement. Such reservation and retention includes, without limitation, the right of the College to determine and fulfill the College's mission, to determine staffing policies, and in all other respects to plan, manage, evaluate, administer, govern, control and direct its operations and personnel. Such exclusive reserved management rights further include, but are not limited to, the following:

II.A.1. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees, and to determine staffing policies and in all other respects to plan, administer, govern and control its personnel;

II.A.2. To determine the adequacy of the workforce;

II.A.3. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of service, its overall budget, utilization of technology and organizational structure; to determine the financial policies and procedures of the College; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means or personnel by which governmental operations are to be conducted; determine and fulfill the overall mission of the College as a unit of government;

II.A.4. Effectively manage the work force; direct, supervise, evaluate or hire employees;

II.A.5. Take actions to carry out the mission of the College as a government unit including planning, managing, evaluating, administering, governing, controlling and directing its operations;

and, to do all things appropriate and incidental to any of its reserved rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the functions of management.

- II.B.** The College is not required to bargain on subjects reserved to the management and direction of the College except as affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement. It is understood, however, that an employee or the Union may raise a legitimate complaint or file a grievance based on this Agreement.

Article III Negotiations Procedure

III.A. Procedure

- III.A.1.** Either party may initiate negotiations regarding this Agreement's successor contract by serving notice upon the other party of a desire to negotiate at least sixty (60) calendar days prior to the expiration of this Agreement.
- III.A.2.** A request from the Union shall be sent to the President of the College or his/her designated representative. A request from the College shall be sent to the Ohio Patrolmen's Benevolent Association, 92 Northwoods Blvd., Suite B-2, Columbus, Ohio 43235.
- III.A.3.** If negotiations are conducted during working hours, release time with pay shall be provided for those participating employee members of the Union's negotiating committee who otherwise would be scheduled to work during such time; provided, however, in no event will the College be required to pay more than one (1) such employee participant in connection with any particular negotiating session.
- III.A.4.** Both parties agree to communicate information to their respective constituencies in a good faith manner, which reasonably reflects the status of negotiations.
- III.A.5.** There shall be three (3) signed copies of the final Agreement and each shall be signed by all personnel listed on the signature page.

III.B. Dispute Resolution Procedure

- III.B.1.** The following alternative dispute settlement procedure shall apply for negotiations of the successor contract.

All statutes, rules and regulations concerning negotiations and fact-finding shall be followed according to Chapter 4117 of the Revised Code.

If either party rejects the fact-finder's decision, all issues in dispute shall be submitted to final offer settlement proceedings (conciliation) per the provisions of R.C. 4117.14 (G), (H), (I) and all other applicable statutes, rules and regulations concerning final offer settlement proceedings (conciliation).

The parties' dispute shall be subject to conciliation as if said dispute qualifies for conciliation under R.C. 4117.14 (D)(1).

III.B.2. The parties at anytime may mutually agree to any other Dispute Resolution Procedure they deem appropriate.

III.C. Printing of Agreement

Within thirty (30) days after this Agreement is signed, 15 copies shall be reproduced in an 8 1/2 " by 5 1/2" booklet by the College print shop. Material costs shall be shared jointly by the parties. The College shall give each employee included in the Bargaining Unit a copy of the booklet upon employment. The College shall notify the Union Director of all new hires. All copies will contain a reproduction of the original Agreement's fully executed signature page. If additional copies are needed in order to be provided to such new employees, the cost thereof shall be borne jointly by the parties.

Article IV Grievance Procedure

IV.A. Definition

A grievance is a written claim by the Union or bargaining unit employee that any specific provision of the Agreement has been violated, misinterpreted or misapplied.

IV.B. Access

A grievance may be filed by the Association or a bargaining unit employee. The grievance procedure shall not be used for purposes of harassment.

IV.C. Representation

No grievant may be represented by any association or employee group other than the Association.

IV.D. Withdrawal or Settlement

A grievance may be withdrawn or settled at any time. Withdrawal or settlement does not constitute an admission of wrongdoing by either party. Once withdrawn or settled, the withdrawn or settled grievance may not be re-filed by the grievant or the Union on behalf of the grievant. If a subsequent violation on the same issue occurs, a new grievance may be filed unless otherwise agreed. The Association shall be part of all settlement agreements.

IV.E. Records

All grievance records involving bargaining unit employees shall be kept separate from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be considered confidential.

IV.F. Reprisals

No reprisals of any kind will be taken against any party or participant in the grievance procedure except that employees shall be subject to disciplinary action for demonstrable falsification of documents or

testimony and intimidation or harassment of witnesses or other persons in the grievance process.

IV.G. Association Grievance Representative

The grievant shall have the right of representation at all grievance proceedings, provided there shall be not more than two (2) Association grievance representatives and the Labor Relations Consultant for the bargaining unit.

IV.H. Procedure

Within 30 calendar days after the Association or a bargaining unit employee knows, or reasonably should have known of the alleged grievance, the Association or employee must file a written grievance with the Human Resources Director. The grievance shall be on a form available to the Association and bargaining unit employees. The grievance shall state the specific article or articles violated, the conduct, or decision that constitutes the violation, the date of such conduct or decision and the proposed remedy.

Upon receipt of the grievance, the College and the Association/grievant shall have fourteen (14) calendar days to meet and/or resolve the grievance.

If not resolved within fourteen (14) calendar days of the filing, the grievance shall be automatically advanced to the Provost on the 14th day after filing. The Provost or her/his designee shall offer to meet with the Union within fourteen (14) calendar days of receiving the grievance. If not resolved, the Provost or her/his designee shall issue a written decision granting or denying the grievance, in whole in or in part, within twenty-eight (28) days of advancement to the Provost. Such decision shall be provided to the grievant and the Labor Relations Consultant for the bargaining unit.

IV.I. Arbitration

If the grievant is satisfied with the College's final decision concerning the grievance, the grievance shall be considered settled. If the grievant is not satisfied with the College's final decision concerning the grievance, the Association shall decide whether to proceed to arbitration. If so, within fourteen (14) calendar days following the date appearing on the College's written final decision, the Association shall, 1) provide written

notification to the Human Resource Administrator that the American Arbitration Association is to provide both parties with a list of seven (7) names from which an arbitrator will be selected by use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with such rules. The decision shall be in writing and a copy sent to all parties. The decision of the arbitrator shall be final and binding on the College, the Union and the grievant. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement. The prevailing party shall not be responsible for costs of using AAA and/or the arbitrator. Where there is a split decision, the arbitrator shall determine each party's responsibility for the fees and expenses on the basis of the degree of fault as it relates to the instant grievance.

IV.J. Batching of Grievances

Grievances cannot be "batched" and/or combined except as may be mutually agreed to by both parties. A grievance filed by the Union concerning multiple employees regarding the same topic shall be permissible and shall not be considered "batched."

IV.K. Written Waiver

Grievance time-lines shall not be extended except by mutual, written agreement of the parties.

Article V Union Rights

The College grants the Union the following rights:

V.A. Facilities Usage

To use the College's unscheduled Lecture Hall, classrooms, or meeting rooms for Bargaining Unit meetings upon notification to and permission from the Human Resources Administrator. Permission to use such facilities shall be given so long as the use does not interfere with any previously scheduled activity in said facility and shall be without charge or fee to the Union unless there is increased custodial or maintenance work beyond that required when no meeting is held. This provision does not apply to College facilities normally rented to the public, to the Student Center or student residential buildings.

V.B. Print Shop

To purchase services from the College's print shop under the same conditions, at the same cost as such services are made available to the public.

V.C. Campus Mail

To use the campus mail system to distribute bulk Union information pertaining to the local Bargaining Unit.

V.D. Bulletin Board

To use a dedicated 48" x 72" bulletin board in the police department, the same shall not be used for the purpose of publishing political information or information which is critical of the College, Administration, Board of Trustees, or other employees. The Union will be responsible for physically maintaining the bulletin board.

V.E. Office

A locked filing cabinet in the police department shall be made available for the Union's exclusive use.

V.F. Public Documents

V.F.1. To be provided, at no cost and upon written request of the Union Director or attorney, public documents and data that are regularly and routinely prepared in the normal course of the College's business, which contain information relevant and necessary to the Union's handling of grievances or to the Union's collective bargaining of a successor to this Agreement. Such documents shall be provided no later than fourteen (14) calendar days from the request. There will be no charge for documents between 0-250 pages. Starting with page 251, there will be a small charge.

V.F.2. It is the intention of the College to provide the Union with data, in an on-going manner, that is relevant to the status of bargaining unit personnel. Upon request, human Resources will forward data to the Union Director within fourteen (14) calendar days of such activities as new hires; length of probation; posting of non-bargaining unit positions; salary and pay classification; etc. This data may be provided in summary form, prepared in a manner consistent with normal Human Resources practices. The Union Director and attorney and members of Human Resources may meet periodically to discuss the need to add, modify or delete such data, so long as information requested is consistent with the Union's need-to-know and with Human Resources' need to operate in an efficient manner. This section shall not be construed to in any way restrict the Union's rights under section 149.43.O.R.C.

V.G. Trustee Agenda

To have provided to the Union Director a copy of the Board of Trustee's meeting agenda at the same time members of the press are provided with a copy. The Director of the Union may request a place on the

agenda when desired in the same manner as any other member of the public.

V.H. Employee Meeting Agenda

To have the Union Director request, in advance, a place on the agenda of the quarterly start week meeting and such request will be granted provided it is specific as to the meeting and date thereof.

V.I. Union Business

The College recognizes the right of the OPBA to select local officers (directors), stewards and alternate stewards to represent its members on Union matters arising under this Agreement as follows:

V.I.1: Local OPBA Officials: The OPBA shall provide to the College an official roster of its officers which is to be kept current at all times, and shall include the following:

- A. Name
- B. Address
- C. Union Office Held
- D. Home Telephone

V.I.2: Grievance Meetings: A local officer or steward shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure during their working hours without loss of regular pay and such activity shall be with proper regard to the College's operational needs and work requirements. All local officers and stewards shall cooperate in good faith with the College in keeping to a minimum the time lost from work due to grievance handling. An employee grievant and one employee representative shall be permitted to attend grievance meetings and arbitration hearings without loss of pay when such are scheduled during the employee's regular working hours. A non-employee OPBA representative shall also be permitted to attend such.

V.I.3. Negotiating Committee: The College agrees to pay the OPBA negotiating committee for their regular scheduled duty hours

occurring during agreed upon negotiation scheduled meetings between the OPBA and the College.

This benefit will be limited to a maximum of one (1) member of the bargaining unit.

- V.I.4. Union Activities:** The College agrees that during scheduled working hours OPBA members, grievance representatives, and alternates or any other one (1) designated member shall be granted reasonable time off from duty hours with pay for the purpose of fulfilling their Local Union related responsibilities.

This benefit shall be limited to a maximum of four (4) hours per month for the listed members above excluding those hours for which they are involved in negotiations, grievance/arbitration meetings or attending conferences.

Such time off from scheduled work hours must be arranged for in advance, and approved by the Police Chief or his designee, and shall not be unreasonably denied.

- V.I.5. Conferences or Seminars:** Up to a total of four (4) days per calendar year, with no loss of pay, time or benefits, shall be provided for OPBA members to attend: 1) OPBA Directors' Meetings; 2) OPBA regional conferences/seminars and/or 3) A national law enforcement convention of which the OPBA participates. For such paid benefit, the OPBA shall be limited to one member per event. Employees may utilize other available paid leave for the purpose of attending such events. The employees shall make written requests for such leaves of absence at least ten (10) calendar days in advance of the requested date. The written request must be accompanied with documentation of the event. Said request for leave shall not be unreasonably denied. Whether the employee utilizes his own accrued time or utilizes the paid benefit of this paragraph, all employees shall be responsible for all travel costs and expenses for attending such events.

- V.I.6. Workplace Access:** The College agrees that non-employee representatives of the OPBA shall have reasonable access to the

premises to discuss and conduct OPBA business with bargaining unit members as long as such visitation does not interfere with the members' ability to perform their assigned duties.

V.J. Probation Notice

New employees shall be notified in writing within seven (7) calendar days upon completion of their probationary period. Written notice shall be given to the Union Director seven (7) calendar days prior to the completion thereof.

V.K. Probationary Rights

Except where explicitly stated herein, a probationary employee shall be deemed a Bargaining Unit member and covered by the process of this agreement.

Article VI Terms and Conditions

VI.A. Equal Rights Clause

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the Bargaining Unit without regard to race, color, creed, religion, sex, age, national origin or handicap.

VI.B. Personnel Files

VI.B.1. There shall be one (1) personnel file for each employee and it shall be kept in the Human Resources Office.

VI.B.2. Each item inserted in the file by the College shall be dated as to its entrance therein and as to the date when such item was made. Each item shall identify the author of the document.

VI.B.3. The College's personnel file on an employee may be examined by the employee upon his request and under the observation of a Human Resources representative. An employee shall be annually entitled to one copy of all records in his/her file without cost, upon signed request. Upon any request to view an employee's personnel file, the employee shall be notified of the date of such viewing and the name of the person making the request. In addition to the provisions herein, the College shall follow all applicable laws, both state and Federal regarding the disclosure and non-disclosure of employee records. It is acknowledged by the parties that Bargaining Unit Employees are entitled to all protections and rights afforded certified peace officers/police officers.

VI.B.4. No anonymous letter or communication regarding the employee shall be included in the employee's personnel file.

VI.B.5. Any item regarding the employee's work performance (including disciplinary actions) intended to become a part of the employee's file shall be reviewed by the author with the

employee involved. Such employee shall be afforded the opportunity to file a written reply to any written reprimand.

- VI.B.6.** Each employee shall have the right to affix written attachments to any or all evaluations in his/her file.
- VI.B.7.** Any document lacking identification as to source shall be removed from the employee's file upon request. Any item determined to contain false information will be removed.
- VI.B.8.** An employee has the right to affix written attachments to any item in his/her file but must identify the attachment as that of the employee so as to distinguish it from the official College records and must sign and date the attachment.

VI.C. Health and Safety

- VI.C.1.** Employees shall not be required to operate, or direct students to operate, any equipment, vehicle or tool which is known to be unsafe.
- VI.C.2.** The parties agree that it is the goal of the College and the Union that the College environment be a place in which the employee/employer enjoys safe and healthy working conditions. The parties agree that it is the responsibility of each individual to observe good safety practices and to report to his/her supervisor any conditions or situations which appear to reflect unsafe or unhealthy conditions.
- VI.C.3.** In order to assure Union input about and awareness of health and safety concerns and issues at the College, the College agrees to appoint one of the membership of the Safety Committee from a list of nominees recommended by the Union. In no event will the number of Union nominees appointed to such committee be less than one.
- VI.C.4.** The purpose of said Safety Committee is advisory in making recommendations relative to a safe and healthy working environment and in assisting in the implementation of health

and safety practices and procedures in order to provide College compliance with appropriate state and federal laws.

VI.C.5. The Committee shall meet at least once per quarter and a copy of the minutes of those meetings shall be sent to the Human Resources Office.

VI.C.6. When deemed appropriate by the Chief of Police, employees may undertake enrollment in safety-related coursework. If such coursework is only offered at times during which employees are scheduled to work, the employee shall remain on active pay status.

VI.D. Evaluation

VI.D.1. The purpose of evaluations is to improve an employee's performance and to provide definitive written records of an employee's performance.

VI.D.2. Prior to evaluation, the evaluation procedure shall be explained to the employee.

VI.D.3. Observations of the work performance of employees shall be conducted openly. All evaluations shall be reduced to writing. All evaluations will be done by the employee's supervisor who has the most knowledge of the employee's past work performance during the evaluation period.

VI.D.4. When an evaluator has completed an evaluation, he/she will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. If work records in the department and/or other substantive criteria are utilized in preparing the evaluation, the employee will have an opportunity to review those records. Non-substantive criteria will not be used in the employee evaluation process.

VI.D.5. The employee shall sign the evaluation form. The employee's signature shall certify that he/she has reviewed the evaluation,

but will not indicate agreement with it. The College will provide the employee with a copy of the evaluation at the time it is inserted in the official personnel file.

- VI.D.6.** An employee shall have the opportunity to attach a written reply, with appropriate supporting documentation, to any evaluation.
- VI.D.7.** The grading and comments, per se, of an evaluation by the appropriate supervisor are not grievable items, except when the evaluation process is not properly followed.
- VI.D.8.** All employees shall be evaluated at least once, but not more than three (3) times during an employment year.
- VI.D.9.** A standard evaluation form will be used for OPBA members for the duration of the contract.
- VI.D.10.** An employee may insert any information in his/her personnel file he/she deems appropriate to reflect his/her professional activities.
- VI.D.11.** All information inserted in an employee file must contain the identity of the author. Any anonymous insertions will be withdrawn.

VI.F. Parking

The College will continue to provide free, safe and secure parking for employees adjacent to the police department building.

VI.G. Posting of Bargaining Unit Positions and Promotions

When a new Sergeant or Police Officer position is created or a vacancy in any such position occurs, the College shall post such position on the Union bulletin board and by email at least thirty (30) days prior to the application date cut-off.

When a new Sergeant position is created or a vacancy occurs in a Sergeant position, non-probationary Police Officers in the bargaining

unit with at least three years full-time experience as a peace officer prior to the scheduled written test date shall be eligible to apply. Such position shall be filled in accordance with the following procedure:

1. Applicants shall take a written examination. In order to be considered for the position, an applicant must score at least 80%.
2. Applicants must have a satisfactory work record which includes at least three years of full-time experience as a peace officer.
3. If three bargaining unit members meet the conditions of numbered paragraphs one (1) and two (2) above; no candidates from outside the bargaining unit shall be considered for the position and such outside candidates shall be immediately rejected. The College reserves the right to close the application process to outside applicants irrespective of the number of bargaining unit employees applying for the Sergeant position or meeting the conditions of numbered paragraphs one (1) and two (2).
4. Eligible applicants meeting the conditions of numbered paragraphs one (1) through three (3) shall be interviewed. The interview shall be scored with 100 points being a perfect score. Bargaining unit employees shall have points added to their interview score for prior full-time employment with the College. Such combination shall be the bargaining unit employee's final interview score. A bargaining unit employee's final interview score can exceed 100 if the added points for seniority combine with the employee's interview score to exceed 100. The final interview scores of non-bargaining unit applicants shall not be supplemented with seniority points.

Additional points for seniority shall be calculated as follows: For each year of full-time employment with the College, a bargaining unit employee shall earn one point per year for each of his first four years of service. For each year of full-time employment with the College in excess of four years, bargaining unit employees shall earn .6 points per

year. Bargaining unit employees shall not earn extra points for years of full-time employment in excess of fourteen years. Accordingly, the maximum number of points that can be added to a bargaining unit employee's interview score is ten (10) points. Points shall be calculated as of the day of the written examination. Points shall be pro-rated on a monthly basis so that an employee is credited for time worked not constituting a complete year.

Applicants shall be ranked on a list from highest to lowest per their final interview score. The applicant with the highest final interview score shall be selected to fill the vacancy. The list shall be effective for two years from the date the list was approved by the college which shall be so marked. The list shall be approved within thirty (30) days of the last interview held. Should a Sergeant vacancy or vacancies occur during such two year time period, the applicant of those remaining on the list with the highest ranking shall be selected to fill the vacancy.

VI. H. Shift Bidding

Two employees who wish to exchange shifts may do so with the consent of the Chief of Police which consent shall not be unreasonably withheld.

VI.I. Meal and Rest Breaks

VI.I.1. Employees shall be permitted one-half hour of uninterrupted paid time for a meal period during their regular working hours. Such shall not relieve an employee from answering calls to service that occur during that time.

VI.J. Work Week/Work Day

VI.J.1. The workweek shall be any continuous five calendar day period of time that the employee is scheduled to work.

VI.J.2. The regular College work day shall be for eight (8) continuous hours. Each employee shall be scheduled to work five continuous calendar days and shall have two continuous calendar days off.

VI.J.3. A temporary change in an employee's work schedule may occur at the request of the employee (with the Chief of Police's approval) to accommodate a short-term need of the employee (e.g. school activities of children). Such change must take into consideration department/unit coverage and may not enable an employee to work less than a 5-day workweek. Notice of such changes must be sent to Human Resources and be recorded on the employee's timesheet, and initialed by the Chief of Police.

VI.K. Job Descriptions

VI.K.1. The College shall provide each employee with a copy of his or her job description.

VI.L. Holidays

The College observes the following paid holidays:

- VI.L.1.** New Year's Day, January 1
- VI.L.2.** Martin Luther King Day, 3rd Monday in January
- VI.L.3.** Memorial Day, last Monday in May
- VI.L.4.** Independence Day, July 4th
- VI.L.5.** Labor Day, 1st Monday in September
- VI.L.6.** Veteran's Day, November 11
- VI.L.7.** Thanksgiving Day, 4th Thursday in November
- VI.L.8.** The Friday following Thanksgiving
- VI.L.9.** Christmas Day, December 25th
- VI.L.10.** Good Friday

Holidays shall be observed on the actual date of the Holiday. Each employee shall be paid eight (8) hours of pay at their regular rate of pay for each holiday, whether the employee works the holiday or not. Additionally, employees who work on any of the holidays shall be paid at time and one-half for all hours worked on the holiday. Hours worked on the holiday shall include all hours worked during the 24 hour period of the holiday.

In order to qualify for payment of time and one-half for working the holiday, the employee must work his/her scheduled shift immediately

preceding and immediately following the holiday unless (1) he/she has been expressly excused by the College; or, (2) he/she is utilizing a paid leave provided by the Agreement.

VI.M. Vacations

Employees will receive vacation entitlement in accordance with the provisions of this Section.

VI.M.1. Commencing with the first full month of employment, fulltime employees will accrue paid vacation leave on a monthly basis pursuant to the following table:

<u>Completed Years</u>	<u>Monthly Accrual Rate</u>
0 – 6	6.72 hours (2 weeks)
7 – 12	10 hours (3 weeks)
13-19	13.36 hours (4 weeks)
20 or more	16.64 hours (5 weeks)

VI.M.2. Accumulation

The amount of accumulated vacation that an employee may have to his/her credit at any given time shall be limited to 200 vacation hours. Vacation accrued in excess of 200 vacation hours entitlement will be lost as part of the monthly accrual system.

A cap of 200 hours of vacation accrual maximum exists for purposes of payoff at the time of retirement.

VI.M.3. Scheduling

Vacation scheduling will be done on a bargaining unit basis.

Employees desiring to take vacation time shall submit requests to the Chief of Police or her designee. Requests can be made at any time during the year.

Requests to take vacation time shall not be unreasonably denied. Vacation requests shall not be denied on the basis that approval would create overtime. The Chief of Police or his/her designee shall approve or deny requests within ten days of receipt of the request. The College will provide coverage for requested days made prior to the monthly operational schedule being posted. For vacation requests occurring after the monthly operational schedule is posted, the employee is responsible for finding shift coverage. Between competing requests, prior to approval, preference shall be given to seniority

VI.M.4. Emergency Cancellation

The College may cancel an employee's previously scheduled vacation leave where emergency circumstances so required. If the College does so, however, it will be obliged to make the employee whole.

VI.N. Student Employee Assignment

VI.N.1. Employees who the College assigns to work with students may request and will be provided with the available information pertinent to the student's abilities, including physical and mental health conditions, to the extent such may impact upon the student's work performance.

VI.N.2. The duties of Bargaining Unit members related to student employees assigned to their work areas shall be limited to: training, assigning and prioritizing tasks, monitoring, reporting performance issues to the CSO coordinator, and, if mutually agreeable between the Bargaining Unit member and the CSO coordinator, scheduling hours of work.

VI.O. Right to Representation

Employees have the right to have a Union employee representative and/or Union attorney present at any meeting initiated by management in which matters pertaining to discipline of the employee or the impact of

this Agreement on the employee are to be discussed. The meeting shall be held within seven (7) calendar days of the request for the meeting.

VI.P. Placement/Unit Protection

VI.P.1. Unit

During the term of this Agreement, there shall not be any reduction or deletion of Bargaining Unit positions except as provided in Article XV.

VI.P.2. Placement

During the term of this Agreement, no existing employee will be displaced from his/her current position except where expressly permitted in this agreement.

VI.Q. Shift Change

An employee's shift may not be changed from his/her regularly scheduled shift except as expressly provided herein.

VI.R. Travel Reimbursement

Where the College requires a Bargaining Unit member to travel off-campus in order to perform his/her duties, maximum reimbursement for actual and reasonable expenses incurred shall be effected in a manner consistent with the Hocking College Travel Policy, amounts as follows:

VI.R.1. Meals and Incidentals

The reimbursement rate for meals shall be a per diem rate of \$30.00. In circumstances that do not involve a full day, the rate is as follows:

Breakfast - \$6.00
Lunch - \$8.00
Dinner - \$16.00

VI.R.2. Lodging

In-state lodging in commercial establishments is authorized up to \$90.00 plus applicable taxes per individual per calendar day. Employees attending a work-related conference are authorized to stay in a conference hotel will be reimbursed at the daily rate.

All requests for reimbursement for travel and lodging expenses (except travel by personal vehicle) shall be accompanied by original paid receipts. A cancelled personal check is not considered an original paid receipt.

VI.R.3. Privately Owned Vehicle

Where the employee's travel is in a privately owned vehicle, reimbursement will be at the prevailing state reimbursement rate per mile determined at the beginning of each fiscal year for mileage expenses incurred to College business. In no event will a College employee be reimbursed for mileage expenses for commuting between home and a regularly assigned workstation. If a personal vehicle is chosen for travel when a College vehicle is available, the traveler will be reimbursed one half (1/2) of the current mileage rate per mile traveled. This rule is waived where outside funding sources support employee travel.

Article VII Pay Practices

VII.A. Wages

VII.A.1. Effective and retroactive to July 1, 2009, the hourly wage for each Police Officer shall be increased by four percent (4%).

Effective and retroactive to July 1, 2009, the hourly wage for each Sergeant shall be increased by four percent (4%).

VII.A.2. Effective and retroactive to July 1, 2010, the hourly wage for each Police Officer shall be increased by two percent (2%).

Effective and retroactive to July 1, 2010, the hourly wage for each Sergeant shall be increased by two percent (2%).

VII.A.3. Effective July 1, 2011, the hourly wage for each Police Officer shall be increased by two percent (2%).

Effective July 1, 2011, the hourly wage for each Sergeant shall be increased by two percent (2%).

VII.A.4. The starting hourly wage for Police Officers hired during the term of this contract shall be \$14.00. Employees shall receive the hourly increases identified above at the time so identified.

The starting hourly wage for Sergeants hired during the term of this contract shall be \$17.50. Employees shall receive the hourly increases identified above at the time so identified.

VII.B. Overtime Pay/Premium Pay

VII.B.1. Overtime Pay

An employee working more than forty (40) hours per week between 12:01 a.m. Sunday and 12:00 midnight the following Saturday, shall be paid 1.5 of his/her regular hourly pay rate for

the hours in excess of forty (40). No employee shall work overtime unless authorized to do so by an immediate supervisor or some higher-level administrator of the College. Such authorization need not be given prior to performing overtime work.

For purposes of calculating overtime pay, comp time, is considered "time worked" during the 40-hour workweek. Vacation, sick leave, and personal days are not considered "time worked."

VII.B.2. Call-In Pay

An employee required to report to work outside of his/her normal work hours shall be paid a minimum of two hours of pay at one and one-half times his hourly pay rate or, at the employee's option, receive three hours of compensatory time. All call-in work in excess of the first two (2) hours shall also be compensated at 1.5 times regular rate.

VII.B.3. Overtime Scheduling

VII.D.3.a. Notice

Overtime work shall be scheduled with at least four (4) hours advance notice, except in emergencies.

VII.D.3.b. Bidding

Overtime bidding shall be done on a rotational basis when possible, according to seniority as defined in Article XI of this Agreement. Bidding shall be within

- If the most senior employee on the bidding list declines an offer to overtime work, his/her name shall rotate to the bottom of the bidding list.
- If all bidders decline the overtime work, the work may be assigned to and shall be performed by the least senior qualified employees.

VII.B.4. Compensatory Time Off

- VII.B.4.a.** In lieu of being paid time and one half pay for work in excess of forty (40) hours in a given work week, an employee may elect to be paid in compensatory time.
- VII.B.4.b.** Where elected by the employee, compensatory time shall be paid at the rate of one and one half (1.5) hour off (with pay at the regular hourly rate) for each hour worked in excess of forty (40) during the week when earned.
- VII.B.4.c.** Compensatory time off shall be taken at times mutually agreed upon by the employee and his/her immediate supervisor, but must be allowed within sixty (60) calendar days after earned, if the employee so requests.
- VII.B.4.d.** No employee may accumulate more than two hundred forty (240) hours of compensatory time per calendar year. Each employee's compensatory time bank shall be limited to two hundred forty (240) hours.
- VII.B.4.e.** One time per year, employees shall have the right to be paid compensatory time in the amount so requested by the employee. Such shall be paid at the employee's regular rate of pay at the time of purchase. Employees shall not be required to liquidate or use any of their compensatory time.
- VII.B.4.f.** Compensatory time, calculations and maintenance of records are to be kept by the Human Resources Office.
- VII.B.4.g.** This section shall be applied uniformly to all members of the Bargaining Unit.

VII.C. Pay Dates

Employees shall receive regular pay on alternate Fridays, for twenty-six (26) pays in a work year.

VII.D. Emergency Closing

When normal business operations of the College are interrupted due to an emergency, employees shall be required to work as scheduled. Employees working any amount of time from commencement of the deviation of normal operations to the start of next day on such day shall receive additional hours of compensatory time on an hour by hour basis up to a maximum of eight (8) hours.

VII.E. Pay Check Stubs

The paycheck stub shall be maintained as follows:

VII.G.1. Vacation accumulation and sick leave accumulation shall be available for view on Web Advisor.

VII.F. Timesheets

If the timesheet is changed, anytime, after it is signed by the employee, a copy of the modified timesheet must be given to the employee, with the change identified and reason(s) for the change(s) clearly stated and the identity of the person making the change clearly indicated, within seven (7) calendar days of the change.

Signed timesheets are due to the Human Resources Office by 10:00 a.m. every Monday.

VII.G. Payroll Inquiry

If an alleged error is made in pay and/or related data displayed on an employee's check stub, the employee will process a Payroll Inquiry Form. The College will respond to the inquiry within ten (10) calendar days. If the employee disagrees with the response and elects to grieve, such grievance timing begins the day after receipt of the response to the inquiry.

VII.H. Direct Deposit

The College shall provide electronic transfer of payroll to a bank of the Bargaining Unit employee's choice upon his/her authorization. Employees shall be subject to mandatory direct deposit.

Article VIII Payroll Deductions

VIII.A. Legally Required Deductions

The College will deduct from the employee's pay all deductions required by Federal, State, or local law.

VIII.B. Individual Elective Deductions

VIII.B.1. The College will continue to make available to interested employees the below listed payroll deduction programs, provided that employees utilize such programs for sufficient dollar amounts to justify their maintenance. An aggregate per pay deduction of \$100 or more is deemed a sufficient dollar amount.

Existing Programs

- VIII.B.1.a.** College Employee Credit Union
- VIII.B.1.b.** Annuity Deductions
- VIII.B.1.c.** Individual Retirement Accounts
- VIII.B.1.d.** United Appeal
- VIII.B.1.e.** Insurance payments under this Agreement
- VIII.B.1.f.** Christmas Club Programs and Vacation Programs
- VIII.B.1.g.** College Endowment and Scholarship Program
- VIII.B.1.h.** U.S. Saving Bonds
- VIII.B.1.i.** FCPE (Fund for Children and Public Education)
- VIII.B.1.j.** OPBA Dues/Assessments
- VIII.B.1.k.** Ohio Public Employees Deferred Compensation
- VIII.B.1.l.** Retirement System Credit Purchasing
- VIII.B.1.m.** Consumer Credit Counseling
- VIII.B.1.n.** 125 Insurance Plan
- VIII.B.1.o.** Habitat for Humanity
- VIII.B.1.p.** Earth Share of Ohio

VIII.B.2. Employees shall have such rights to enroll in or withdraw from any of the above-listed programs as such enrollment

provisions applied to each program on the initial date hereof. If all employees discontinue deductions in an existing program, renewal of deductions will not resume unless the minimum stated above requirements are met.

VIII.B.3. Transmittal and Procedure

VIII.B.3.a. Deductions authorized under this Section B shall be taken equally from each pay the employee is entitled to receive under this Agreement.

VIII.B.3.b. Deductions will be transmitted to the appropriate recipient within fifteen (15) calendar days after distribution of the pay from which deducted.

VIII.C. Union Dues and Assessments

VIII.C.1. The Employer and the Union agree that membership in the Union is available to all bargaining unit employees.

VIII.C.2. The Employer agrees to deduct regular Union membership dues per pay from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

VIII.C.3. The rate at which dues are to be deducted and a list of employees who have authorized deduction shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

VIII.C.4 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. An employee may only revoke his/her

authorization for dues deduction by giving written notice to the Union and Employer.

- VIII.C.5.** The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.
- VIII.C.6.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- VIII.C.7.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.
- VIII.C.8.** In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months' regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

VIII.C.9. The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment,
- B. Transfer to a job other than one covered by the bargaining unit,
- C. Layoff from work,
- D. An agreed unpaid leave of absence, or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

VIII.C.10. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Article IX Economic Benefits

IX.A. Insurance

IX.A.1. Hospital / Medical / Major Medical / Prescription Drug / Vision

Effective January 1, 2011, the College shall provide employees and their families Hospital/Medical/Major Medical/Prescription Drug/Vision insurance per the coverage and benefits of the plan identified in Appendix C. A summary of benefits and coverage for such are attached hereto and incorporated herein as Appendix C:

Employees shall have the option of selecting family coverage or single coverage. The College shall pay 80% of the applicable insurance premium and the employee shall pay 20% of such applicable insurance premium.

From the date of execution of this agreement until December 31, 2010, the College shall continue to provide Hospital/Medical/Major Medical/Prescription Drug / Vision / Dental insurance per the coverage and benefits for employees and their families in effect as of September 1, 2010 and with the same employee premium contribution as of said date.

IX.A.2. Dental

The College will provide group dental insurance for employees. The college will pay 100% of the monthly premium for single coverage. Employees shall have the option of selecting family coverage in which event the College will pay 85% of the excess cost of family coverage; but not more than \$52.56 per month per electing employee and the employee will pay the balance. Such maximum dollar amounts will be raised by an amount equal to 7% thereof each subsequent contract year.

IX.A.3. Life

The College will provide and pay for life insurance for each employee, which will provide a death benefit of \$75,000.

IX.A.4. Vision Care

The College will provide group Vision Care for employees. The College will pay part of the monthly premium for single coverage. Employees shall have the option of selecting family coverage in which event the College will pay 85% of the excess cost of family coverage but not more than \$14.76 per month per electing employee and the employee will pay the balance. Such maximum dollar amount will be raised by an amount equal to 7% thereof each subsequent contract year.

IX.A.5. Insurance Coverage

The College may, at its discretion, change the carrier of such hospital, medical, major medical, dental and vision insurance or any combination thereof, providing that the coverage does not reduce any item of coverage in place at the time of signing this Agreement, nor change the amount of employee payment. Should the College offer health insurance plan(s) for any of the items of insurance identified herein upon better coverage and benefits (including smaller premium contributions than those provided herein), the Union shall have the option to collectively opt-in to such plan(s). Upon exercising such option, the remainder of this article shall be continued with the exception of the new plan(s) substituting for those identified herein.

When changes occur in the dollar amount(s) of the above listed insurance(s), the College shall place in writing a detailed explanation of the calculations. The explanation shall include the total yearly amount of family coverage, single coverage, and the exact calculations used to indicate the amount deducted from each pay. This shall be sent to the Union Director no later than seven (7) calendar days after appearing on the pay stubs.

IX.B. Tuition Scholarships and Reimbursements

IX.B.1. Scholarships

Tuitions and all program fees for employees, retired Hocking College employees with a minimum of 10 years service, their spouses, children, and grandchildren (up to age 23) will be provided through full College scholarships for coursework taken from the College. Each participant other than the employee, will be assessed a service fee of \$10 per quarter. Courses that require tuition payment to institutions other than Hocking College are not eligible for the scholarship.

IX.B.2. Reimbursement

Where the College directs an employee to obtain additional training or education as a condition of continuing employment or in the interest of the College, the College will reimburse the employee for all tuition costs and necessary fees paid by such employee, provided the employee successfully completes the coursework for which reimbursement is sought with a passing grade.

Where the employee requests the opportunity to further his/her education at an institution other than the College, and does so with the written approval of the Human Resources administrator, then the College shall reimburse the employee for tuition costs incurred at such other institution in accordance with the following provisions:

IX.B.2.a. The employee must have obtained a minimum grade of C- in any course where letter grades are given or a 2.0 or 4.0 scale or its equivalent where numerical grades are given. If only "complete/incomplete," "pass/fail" or "satisfactory/unsatisfactory" is given, the employee must receive the grade required for the granting of course credit by the offering institution.

IX.B.2.b. The reimbursement shall not exceed 75% of the tuition normally charged by the institution offering such coursework and in no event may exceed the amount actually paid by the employee; and

IX.B.2.c. Where undergraduate coursework is taken, the maximum reimbursement shall be \$500 per academic quarter and where graduate course work is taken, the maximum reimbursement shall be \$750 per academic quarter. (If the offering institution operates on a semester basis, the above maximums will be multiplied by a factor of 1.5).

IX.C. State Retirement Pick-up; Salary Reduction Method

IX.C.1. The College agrees to state retirement program "pick-up" utilizing the salary reduction method. Contributions to the appropriate state retirement program will be paid on behalf of the employee, at no cost to the College, under the following terms and conditions:

IX.C.1.a. The amount to be "picked-up" on behalf of each employee shall be the amount required by the appropriate state retirement program. The employee's annual compensation shall be reduced, at no cost to the College, by an amount equal to the amount "picked-up" by the College for the purpose of State and Federal tax only.

IX.C.1.b. The "pick-up" percentage shall apply uniformly to all employees as a condition of employment.

IX.C.1.c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the College "pick-up."

IX.C.2. Each employee shall be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pick-up" in combination with other tax deferred compensation plans.

IX.D. Sick Leave Buy Out

An employee who has seven (7) employment years or more of service with the College may elect at the time of retirement from active service under the Retirement System Law to be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit. Such payment shall be considered to eliminate all sick leave credit accrued at that time. The maximum payment which may be made under this provision shall be one-fourth (1/4) of 1600 hours.

IX.E. Staff Discount

Bargaining Unit Employees will receive, when making a cash purchase, a fifteen percent (15%) discount on sleeping rooms or casual dining, of the regular price at the College Hotel/Restaurant. "Special Events" such as wedding receptions excluded. Cash purchases at the College bookstore shall receive a twenty (20%) discount. Bargaining Unit Employees must present a valid Hocking College staff ID to receive the discount.

IX.F. Perfect Attendance Bonus

The College will pay a three hundred dollar (\$300) bonus to each employee who maintains perfect attendance for a full rolling calendar year (as defined in the agreement under Glossary of Terms). Perfect attendance is defined as presence at work during all scheduled workdays within a rolling calendar year with the exception of absences due to the use of approved vacation, compensatory time, 2 "free" personal days, and one day of bereavement leave. Use of sick leave for medical appointments or illness requiring absence from work and use of any type of unpaid leave disqualifies an employee from receiving the Perfect Attendance Bonus. Employees receiving the Perfect Attendance Bonus will be eligible for receipt of the bonus again after completion of an additional full rolling calendar of uninterrupted work as defined above.

IX.G. Hocking College Student Center

Bargaining Unit employees shall have unlimited access to the Student Center free of charge. On a per time basis, immediate family members

will have unlimited access to the facilities for a \$5.00 charge for the immediate family member group.

IX.H. Uniform Allowance

IX.H.1. Initial Issue

The Employer shall provide all required uniform items. New employees shall be provided with uniform items and quantities thereof as follows:

3-uniform trousers, 3-long sleeve uniform shirts, 3-short sleeve uniform shirts, 1-uniform tie, 1-pair black boots, 1-winter jacket, 1-rain coat, and 2-name plates.

IX.H.2. Replacement

The College will replace uniform items on an as needed basis upon request of the employee.

IX.H.5. Equipment and Protective Vests

The Employer shall replace equipment that is no longer serviceable and shall provide for all required equipment. The Employer shall provide each employee one (1) ballistic vest every five (5) years or earlier should manufacture specifications require such or if such vest is rendered unserviceable. The employer shall provide the following:

1-uniform badge, 1-jacket badge, 2-pair rank insignia, 1 whistle chain, 1-uniform belt, 1-duty belt, 1-semi-automatic pistol, 3-ammunition magazines, 1-duty belt holster, 1-pair hand cuffs, 1-handcuff case, 3-belt keepers, 1-Taser holster, 1-baton, 1-baton holster, 1-protective vest, 1-flashlight 1-flashlight case, patches (as needed)

The equipment is the property of the employer and must be returned to the employer when replacement items are issued.

Article X Leaves of Absence

X.A. Paid Sick Leave

A fulltime employee will earn paid sick leave at the rate of 10 hours per month of service. Sick leave is cumulative for a maximum of 1760 hours. There will be no compensation for absence due to personal illness or injury in excess of accrued sick leave.

An employee earning sick leave from another Ohio public employer may transfer 50% of the accumulated sick leave up to a maximum of ninety-(90) workdays.

Sick leave may be used by employees who find it necessary to be absent for reasons of personal illness, personal injury, personal disability or illness in the immediate family (see Glossary), including those caused by or attributed to pregnancy, miscarriage, abortion and childbirth as well as for medical, dental, or optical examination or treatment and absence for reason of exposure to a contracted disease which could be communicated to others. Paid sick leave entitlement also may be used for other reasons as provided in the following sections of this Article. A statement of the general nature of illness or fitness may be required to return to duty. Where the College requires an examination by a doctor of its choice, the College will pay the cost of the examination.

An employee who is absent on sick leave due to personal illness or injury or immediate family illness or injury will be required to present a doctor's certificate, stating the cause of the absence, when the absence exceeds five (5) days. The College will not require such a certificate in the case of illness or injury of less than five (5) days duration except in the case of employees who frequently take sick leave and only after the employee has been so notified in writing.

Sick leave usage is excessive when an employee has thirteen (13) sick leave "occurrences" in a rolling calendar year. One (1) sick leave "occurrence" is an employee's utilization of sick leave prior to returning back to work, regardless of the number of hours or number of days of

sick leave used. For example, an employee who was out on sick leave from Friday through Wednesday, where Saturday and Sunday were off-days, would be counted to have one (1) occurrence upon his return to work on Thursday.

Once an employee has thirteen (13) occurrences in a rolling calendar year, he shall be required to bring in a note of a medical provider for the future use of sick leave. However, if the employee works four (4) months after reaching thirteen (13) occurrences without using sick leave, his occurrence total shall revert to zero (0) and past occurrences shall not be used in any occurrence count. At that point, he shall not be required to bring in a note of a medical provider for the use of sick leave until after he accumulates another thirteen (13) occurrences in a rolling calendar year.

The use of sick leave shall not count for an occurrence when sick leave is used for hospital stays, outpatient surgery, extended illness or other conditions covered by FMLA. In cases in which an employee suffers from an ADA-qualifying illness, which is physician-verified, special consideration will be given to the application of disciplinary sanctions related to this rule (the requirement of a note from a medical provider).

Employees utilizing sick leave shall comply with the provisions of Section F of this Article.

Sick leave will be posted on the staff Web Advisor.

X.B. Paternity/Adoption Leave

The College practice is to grant two (2) consecutive weeks of paid leave from the date of birth or adoption, chargeable only in full days to available but unused sick leave and earned but unused vacation for the purposes of paternity or adoption leave.

X.C. Maternity

Employees are granted leave during the period of temporary disability associated with childbirth, both prenatal and postpartum. Said leave, as such, is unpaid. An employee, however, may opt to utilize both available but unused sick leave and earned but unused vacation in order

to extend income flow into or through such period. Requests for the use of sick leave for maternity purposes must be accompanied by a physician's statement certifying the anticipated delivery date. In the event of normal delivery, the entire duration of a maternity leave (regardless of income flow) may not exceed six weeks. The employee's regular position will be held available during such six-week period. Where there are medically certified complications associated with the pregnancy, the entire duration of such maternity's leave may not exceed twelve (12) months. Availability of the employee's regular position where the maternity leave exceeds six weeks is governed by Subsection H.3.

X.D. Personal Use Days

An employee may use, for personal reasons, in increments not less than one-half (1/2) day each, to a maximum of four (4) available days off with pay per calendar year.

X.D.1. The employee need offer no explanation for desiring such time off.

X.D. 2. Such personal reason days or increments thereof must be scheduled in advance with the employee's immediate supervisor, or his/her designee, if the supervisor is unavailable. Requests for approval of such proposed scheduling must be delivered to such supervisor or designee not less than three (3) working days prior to the day sought to be taken off. In case of an emergency, personal days will be approved the same day as needed

X.D.3. The first two (2) full days used shall be deducted from the employee's allowed paid personal days granted under this Agreement, unless a bargaining unit employee indicates they want the personal day deducted from their sick leave. (Employees may bank free personal days for payoff at retirement – see X.D.3.) The next increments of up to two (2) additional such unexplained days off with pay shall be deducted from the employee's sick leave allowance granted under this Agreement.

X.D.4. For every unused free personal day, the Bargaining Unit Employee will be credited one-half (1/2) day for payment as additional severance upon retirement. This additional severance will be paid at the employee's full rate of pay at the time of retirement (not at the one-quarter [1/4] rate). There is a maximum of ten (10) days accrual for which a Bargaining Unit Employee will be paid.

X.E. Bereavement Leave

Available paid sick leave may be used in the case of death in the extended family for up to five (5) consecutive calendar days, during which to attend the funeral, with the employee's normally scheduled work days being deducted from his or her sick leave. The extended family is defined as spouse/life partner, child, mother, father, sister, brother, mother-in-law, father-in-law, as well as grandparents and grandchildren or members (permanent residents) of the employee's own household. In cases of death in the immediate family (see Glossary) one of the five available days may be taken without any deduction from accumulated sick leave.

X.F. Request for Leave Form/Employee Statement

An employee requesting sick leave shall notify the officer on duty and HR at least three (3) hours prior to the time he/she is to report to duty where practicable. Whenever an employee incurs time off which is to be charged against available sick leave pursuant to Sections A-E above, he/she shall promptly deliver to the College a signed leave form explaining which such Section was applicable to the time used. Failure to file such a statement may result in disciplinary action. Falsification of statements may result in termination.

Each leave form requires a date of expiration. Failure of any employee to renew the leave in a manner consistent with procedures described herein, and/or failure to return to work in three (3) working days after the leave's expiration date may result in disciplinary action including termination of said employee in accordance with Article XIII.

X.G. Jury Duty

Employees shall be compensated by an amount equal to the difference between regular salary and the amount of pay received as a juror for the workdays involved.

X.H. Military Leave

Military leave shall be provided and paid to employees as required by federal and state laws governing military leave and its usage. The employer expressly elects to provide the leaves of absence and compensation provided under R.C. 5923.05 of the Ohio Revised Code.

X.H.A.1. Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services.

X.H.A.2. As used in this section:

- a. "Calendar year" means the year beginning on the first day of January and ending on the last day of December.
- b. "Month" means twenty-two eight-hour work days or one hundred seventy-six hours within one calendar year.
- c. "Service in the uniformed services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. "Service in the uniformed services" includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.

d. "Uniformed services" means the armed forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

X.H.B. Except as otherwise provided in division (C) of this section, any employee who is entitled to the leave provided under division (A) of this section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the governor pursuant to Section 5919.29 or 5923.21 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the difference between the employee's gross monthly wage as stated in this agreement and the sum of the employee's gross uniformed pay and allowances received that month.

X.H.C. No employee shall receive payments under division (B) of this section if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage as stated in this agreement for that period or if the employee is receiving pay under division (A) of this section.

X.H.D. The employer may elect to pay any of its employees who are entitled to the leave provided under division (A) of this section and who are called or ordered to the uniformed services for longer than one month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president or an act of congress, such payments, in addition to those payments required by division (B) of this section.

X.H.E. Each employee who is entitled to leave provided under division (A) of this section shall submit to the Employer the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military

commander authorizing that service, prior to being credited with the leave.

X.H.F. Employees on military leave with full pay as provided in division (A) shall continue to be entitled to and accrue all benefits, including all paid leave benefits herein. Employees on other types of military leave as provided herein shall continue to accrue seniority and shall continue to be entitled to and accrue all other benefits herein as required by law.

X.I. Personal

X.I.1. Extended Disability

Employees may apply for and shall be granted a leave of absence without pay for disability, including pregnancy complications, beyond paid sick time accrued. The employee must submit a satisfactory physician's statement with such application at least one week prior to being granted the leave, except in cases of emergency. All such Disability Leaves of Absence require specific approval by the College and shall not exceed twelve (12) months in duration from the last day of paid leave.

X.I.2. Personal Reasons Leave

Employees may apply for and may be granted a leave of absence without pay for such reasons as vacations or other matters not specifically covered by the Agreement. Employees shall give four (4) weeks' written notice of their requests for such leave of absence, except in cases of emergency. All such Personal Reasons Leaves of Absence require specific approval and shall not exceed twelve (12) months in duration from the last day worked.

X.I.3. Retention of Position

After any unpaid leave of absence exceeding six weeks, an attempt will be made to return the employee to the same position; however, where this is not possible or practical, the

employee will be offered another position for which qualified as soon as one is available. This provision also shall apply in cases of maternity leave even if cash flow was maintained by the employee through use of vacation or sick leave such that the unpaid portion of such maternity leave was less than six full weeks.

X.J. Insurance Premiums

During an unpaid leave of absence, the College will pay its share of any group insurance premiums due under this Agreement such that said coverages are continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Thereupon, the employee shall be offered all COBRA and conversion benefits required by Ohio or Federal law, and shall be responsible for the payment of all relevant premiums. Employees on unpaid FMLA absence continue to be eligible for insurance benefits as protected by FMLA.

X.K. Family and Medical Leave Act of 1993

Bargaining Unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The College shall grant such leave in accordance with the rules promulgated under the Act. Leaves granted under the Act shall be in addition to any paid leaves provided for in this contract. Any contractual unpaid leave shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act.

X.L. Workers Compensation

In the event an employee is disabled from working due to an industrial accident, such employee may utilize any time off with pay benefits for which eligible (such as personal use days, sick leave days, unused vacation leave or accrued compensatory time off) in order to receive the equivalent of full weekly paychecks during any minimum waiting period which must be served before Worker's Compensation benefit payments commence. If the employee receives, on a retroactive basis, any Worker's Compensation benefit payment attributable to such waiting

period, the employee will assign and deliver the same to the College.
This paragraph shall not prohibit the College from offering employees wage continuation.

Article XI Seniority

XI.A. General

- XI.A.1.** "Seniority" means the length of an employee's uninterrupted, continuous employment service with the College, expressed in terms of Seniority Years.
- XI.A.2.** Seniority is calculated from the first day worked by the employee in a Bargaining Unit position.
- XI.A.3.** A bargaining unit employee shall be credited with one Seniority Year (twelve seniority months) for each completed employment year.
- XI.A.4.** No employee's seniority shall be recognized for any purpose under this Agreement until he/she has completed the probationary period. Upon completion of such probationary period, the employee shall be credited, for seniority purposes, with the time worked during such period.

XI.B. Loss of Seniority

An employee's Seniority will be lost when the employee:

- XI.B.1.** Quits or resigns.
- XI.B.2.** Is discharged for just cause.
- XI.B.3.** Is laid off for a period which exceeds his/her recall rights.
- XI.B.4.** Accepts a non-bargaining unit position for more than 24 months.

XI.C. Suspension of Accrual

Layoff, acceptance of a non-bargaining unit position or taking of an extended Personal Reasons Leave of Absence (more than 30 leave days in any contract year) shall constitute an interruption of the employee's continuous service and accrual of seniority shall terminate,

but previously accrued seniority shall not be lost. If the employee returns to bargaining unit employment prior to expiration of recall rights (in the case of layoff), prior to expiration of the twenty-fourth month (in the case of accepting a non-unit position), or within twelve (12) months (in the case of Personal Reasons Leave), he/she shall continue to be credited with the amount of seniority he/she possessed at the time of the interruption and accrual shall again commence upon return.

XI.D. Equal Seniority

XI.D.1. Equal Seniority means that two or more employees have the same number of Seniority Years and the same first day worked in a bargaining unit position.

XI.D.2. *In a situation requiring the breaking of a tie in equality of Seniority, the employee first hired by the College, where such can be determined from College records, shall be considered the most senior.*

XI.D.3. Where it is impossible to determine from College records which of two employees with equal Seniority was hired first, such tie shall be resolved by a coin flip witnessed by the employees.

XI.E. Seniority List

Annually, in July during each contract year, the College will provide the Union with a copy of the College's then current Seniority List. Following receipt, the Union shall have fourteen (14) calendar days in which to bring to the College's attention, in writing, any alleged discrepancies in said list.

Article XII Attendance and Tardiness

- XII.1.** In the case of absence or tardiness, it is the obligation of each employee to personally notify the officer on-duty prior to the employee's normal reporting time. In the case of an absence for use of sick leave (not including personal days), the employee shall also notify the Human Resources Department.

- XII.2.** An absence is considered one period of absence such as a single day, or, such as in the case of illness, a series of consecutive days. An incident or tardiness is any time an employee arrives after his/her scheduled starting time.

- XII.3.** All absences qualifying as either paid or approved unpaid leaves of absence pursuant to this Agreement are considered excused absences. Unless approved by both the Chief of Police and the Human Resources administrator, all other absences are considered unexcused. Four (4) unexcused tardinesses in any consecutive thirty (30) calendar day period will be considered one unexcused absence. When an officer is tardy, he/she is not permitted to make-up the time at the end of the shift without prior approval from the Chief.

- XII.4.** Any employee accumulating five (5) unexcused absences in any consecutive sixty (60) calendar day period, or seven (7) unexcused absences in any consecutive 365 calendar day period will be subject to discharge for just cause.

Article XIII Discipline and Discharge

XIII.A. Standard

Employees shall be disciplined or discharged for just cause only.

XIII.B. Due Process

The following due process rights shall be afforded all employees involving matters of discipline or discharge:

XIII.B.1. At the time of a formal oral warning, an employee shall be given written notification that disciplinary action is being implemented.

XIII.B.2. Such written notice shall be signed by the employee and his/her immediate supervisor and placed in the employee's personnel file. A copy must be sent to the Union President.

XIII.B.3. The documented factual basis for such action shall be made available to the employee. "Documented factual basis" means any signed written report or charge, or an opportunity to confront the accuser(s) on a face-to-face basis.

XIII.B.4. Union representation, including a Union attorney and employee representative, if desired, at hearings or meetings concerning discipline or discharge will be made available. If the employee is unable to secure representation for a disciplinary meeting scheduled for the same day, the employee shall be given 24 hours to secure representation.

XIII.C. Suspension Pending Discharge

No employee shall be discharged prior to the holding of a discharge hearing. The College, however, may suspend the employee from duty pending the discharge hearing. Such suspension shall be with pay for up to three working days unless the hearing occurs earlier. If the

hearing is delayed beyond three working days due to the Union's inability or failure to provide representation as specified in Subsection 4 of Section B above, the balance of the suspension shall be without pay; provided, however, that the employee may elect to proceed with the hearing without Union representation at any time. If the hearing is delayed beyond three working days due to the fault of the College, the suspension shall continue to be with pay until such time as the College gives the employee notice that it is ready to proceed.

XIII.D. Records

Correspondence recording any disciplinary action shall be sent to the employee affected and to the Union Director.

XIII.E. Appeals

Article IV, Grievance Procedure, may be used to appeal any disciplinary action.

Article XIV Probationary Period

- XIV.1.** All new employees shall be considered to be on probation for a period of 365 calendar days, commencing the first day in the position. Employees who are promoted from the bargaining unit position of Police Officer to the Sergeant position shall be considered to be on probation for a period of 180 calendar days, commencing the first day in the position.
- XIV.2.** If an employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and subject to the provisions of full probation.
- XIV.3.** The retention or release of a new employee who is a probationary employee shall be at the discretion of the College and is not subject to the Grievance Procedure. Employees who are promoted from the bargaining unit position of Police Officer to the position of Sergeant and serving their probationary period as a Sergeant shall not be released from employment except for just cause as identified in this agreement. Should such employee not successfully complete his probationary period as a Sergeant, said employee shall be returned to the position of Police Officer without loss of seniority.
- XIV.4.** Probationary Rights
- In all other respects, a probationary employee shall be deemed a Bargaining Unit member and covered by the process of its Agreement.
- XIV.5.** New employees who are probationary employees shall not be entitled to benefits of Tuition Reimbursement Clause.

Article XV Reduction in Forces – Recall

XV.A. Notice

When the College determines that a reduction of the workforce is necessary due to lack of work or lack of funds, where possible, it will give the affected employee(s) and the Union's Director thirty (30) calendar days advance, written notification of the contemplated effective date. In all events, the affected employee(s) and the Union Director will be given actual, advance, written notice by registered letter of the layoff date not less than seven (7) calendar days before the effective date of the layoff.

XV.B. Priority

When a reduction in the workforce is necessary due to lack of work or lack of funds, said reduction will be effectuated in keeping with the following:

- XV.B.1.** The College first will attempt to obtain the necessary reduction through attrition, meaning voluntary resignations, retirements, or transfers.
- XV.B.2.** If additional reduction is necessary, it will be achieved first by releasing casual or temporary employees.
- XV.B.3.** If additional reduction is necessary, it will be achieved next by releasing part-time employees.
- XV.B.4.** If additional reduction is necessary, it will be achieved by the layoff of newly hired, probationary employees.
- XV.B.5.** If additional reduction remains necessary, such will be achieved by the layoff of fulltime employees in reverse order of seniority in accordance with the procedure outlined in Item C below.

XV.B.6. It is understood that the foregoing order of priority applies only where, following the release or layoff of the subject employees, the remaining employees are qualified to and capable of performing the department's essential work.

XV.C. Displacement Procedure

Bargaining unit members shall be laid-off by inverse seniority by classification. Sergeants who are laid off shall have the right to bump into the Police Officer position. Such employees may hold such position so long as their seniority permits. A Sergeant who bumps into the Police Officer position shall not bump, displace or take the place of a Police Officer with greater seniority.

XV.C.1. A Sergeant who is bumped to the Police Officer position shall receive the top wage for a Police Officer for such time in said classification.

XV.C.2. A Bargaining Unit member may, at his/her option, choose to take layoff status rather than initiate displacement as provided herein. A Bargaining Unit member so choosing, shall move directly to layoff status and shall receive all rights and benefits provided in this Article. Such notification must be received, in writing, by the College within five (5) calendar days prior to announced layoff.

XV.D. Rights While On Layoff

Bargaining Unit members on the recall list will have the following rights:

XV.D.1. No new Bargaining Unit members will be employed by the College while there are Bargaining Unit members on the recall list who are qualified for the vacancy.

XV.D.2. Bargaining Unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are qualified as determined by the College in accordance with the procedures herein.

XV.D.3. A Bargaining Unit member on the recall list will, upon resuming active employment status, return to status with the same seniority, accumulation of sick leave, and the pay classification placement as required by the provisions of this Article. Upon resuming employment, the employee shall be removed from the recall list.

XV.D.4. The College will permit the laid off employee to continue to participate in group insurance programs under this Agreement for the duration of his/her recall rights provided that (1) such is permitted by the applicable carrier, and (2) the employee pays the entire premium attributable to the insurance options he/she has selected. Upon expiration of recall rights or failure to further availability due to provisos (1) or (2) in the preceding sentence, the employee will be offered conversion and COBRA rights as required by law.

XV.D.5. Bargaining Unit members shall maintain their recall rights for a period of thirty-six (36) months from the last date worked.

XV.E. Recall Procedure

Whenever, in the judgment of the College, it is necessary to increase the Bargaining Unit workforce following a layoff of employees, the laid off employees with unexpired recall rights will be recalled in order of greatest seniority, provided that the recalled employee is qualified to perform the available work. An employee is deemed qualified for any position, which he/she previously performed successfully as a College employee as a regular classification. Where, however, the employee claims training and/or outside experience which qualifies him/her for the pending opening and has notified the Human Resources Office of such claimed qualifications before the recall process (written notice of recall) has started as to another laid off employee, the College will grant such claiming employee a trial period of up to fifteen (15) working days in which to demonstrate his/her qualification for and capability of performing the available work. If the employee fails, he/she shall be returned to layoff status and the next most senior qualified employee will be recalled.

XV.F. Recall Notice

- XV.F.1.** It is the obligation of each laid off employee to keep the College's Human Resources Office informed in writing of his or her current address (and phone number) in the event a recall may occur. The College fulfills its obligation as to recall by mailing the Recall Notice to such address.
- XV.F.2.** When the College desires to recall an employee from layoff, it shall so notify him/her by the quickest practical method available, but the employee's obligations to contact Human Resources and to report back to work are computed from the time a written notice of recall, sent by registered or certified mail, return receipt requested, is tendered for delivery at his/her most current address on the records of the Human Resources Office. Within seventy-two (72) hours after such notice is so tendered at the employee's last known address, the employee must contact the Human Resources Office in person, by phone or by telegram, advising it of his/her desire to so return. Further, he/she must have reported back to work within eight (8) calendar days after the Recall Notice was so tendered. If the employee fails to do either of the foregoing within the times required, his/her name, seniority-wise, shall go to the bottom of the recall list, but recall rights shall continue to exist. If the employee fails to contact the Human Resources Office or fails to report for work on a timely basis in connection with a second attempted recall or refuses the work in connection with an initial recall, he/she shall be dropped from the recall list and be deemed to have forfeited any remaining recall rights.

Article XVI General Provisions

XVI.A. In-term Bargaining

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any and all permissible subjects or matters for collective bargaining and that all understandings and agreements arrived at by the parties after exercise of said rights are set forth in this Agreement. All matters concerning in-term bargaining shall be governed by Chapter 4117 of the Ohio Revised Code.

XVI.B. Policy Changes

The College shall make any and all necessary changes in its policy, procedure and practice necessary to be consistent with the terms and conditions of this Agreement.

XVI.C. Maintenance of Standards

During the life of this Agreement, no right, privilege or benefit knowingly afforded employees or the Union by the College will be reduced to a lesser degree than that afforded prior to the effective date of this Agreement, unless such topic is specifically covered by this Agreement.

XVI.D. Effect of Law

If, during the life of this Agreement, it is determined that a part of this Agreement is contrary to federal law or any state law which may not be superseded under Chapter 4117 O.R.C., thereby making any part of the Agreement inoperable, such shall be reason for the parties to meet within thirty (30) calendar days to make such modifications as are necessary to make the Agreement whole and operable as may be mutually agreeable.

Article XVII

No Strike/No Lockout

XVII.A. Non-Interruption

The College and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved without any interruption of the College programs and operations. Therefore, the Union agrees that during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, sympathy strike, slowdown, work stoppage, or any other interruption or interference with the normal operations of the College.

XVII.B. Employees Bound

In addition, no employee shall instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, work stoppage, or any other interruption or interference with the normal operations of the College. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a Bargaining Unit member has engaged in any conduct prohibited by the provision is to be reviewed through the Grievance Procedure.

XVII.C. Affirmative Efforts

In the event any violation occurs by employees in the No Strike/No Lockout, Sections A and/or B, upon written notice from the College, the Union shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all employees that the strike, sympathy strike, slowdown, work stoppage, or any other interference with normal College operations is in no way sanctioned or approved by the Union.

XVII.C.1. Rights

The Union officials may use any College facilities and resources available to immediately advise the involved employees to return to work at once and desist from the work disturbance.

XVII.C.2. Responsibility

At the time the College notifies the Union, in writing, of employee violation of this provision, the OPBA shall contact HC Human Resources Officer to discuss and formulate joint activities to return College operations to normal as soon as possible. Such plans may include actions taken by the Union officials in the form of phone calls, memoranda, and personal contact directed to the involved employees.

XVII.D. Lockout

The College agrees that during the term of this Agreement, it shall not lock out any Bargaining Unit members covered by this Agreement.

XVII.E. Direct Access

Questions of compliance with this provision may be referred to SERB or courts of appropriate jurisdiction for prompt, remedial action not withstanding any other provision of this Agreement.

**Article XVIII
Duration**

This agreement shall be effective July 1, 2009 through June 30, 2012.

In WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 15 day of December, 2010.

**FOR HOCKING TECHNICAL
COLLEGE**

**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

Ron Erickson
Print Name
President

James Thomas McKnight
Print Name
OPBA Representative

[Signature]
Signature
DATE: 12/28/10

[Signature]
Signature
DATE: 12-17-2010

JOE MURTHA
Print Name
Board of Trustees

Mark Volcheck, OPBA
Print Name
OPBA Representative

[Signature]
Signature
DATE: 12-14-2010

[Signature]
Signature
DATE: 12-21-2010

Appendix A Professional Development

1. Bargaining unit employees who obtain 36 college credits will receive a \$250.00 increase in their base salary. When the same employee obtains an additional 37 college credits for a total of 73 college credits, the employee will receive another \$250.00 increase to his/her base salary. When the same employee obtains an Associate Degree or its equivalent, the employee will receive a \$400.00 increase to his/her base salary.
2. To receive the bonus to the base salary all coursework, training, workshops, etc. must be pre-approved by the Chief of Police as being related to the employee's current position and considered "advanced" professional development, not education/training that is required for an employee to maintain job performance.

Continuing education that is required to maintain performance of duties is not considered as "advanced" professional development and does not count towards the increase to an employee's base salary.

3. College courses will carry the pre-determined credit hours. Seminars, workshops, and other training courses that do not have "credit" attached will have their credit equivalency determined by Human Resources using the Ohio Board of Regents guidelines. Documentation from the organization conducting the training that specifically states the course objectives, content, contact hours and outside assignments, will be required so that the credit equivalency can be determined. Any employee who does not submit the proper documentation will not receive credit for the training.
4. This system will not be retroactive. College credits earned prior to the effective date of May 11, 1998, that are documented on an official college transcript, will not be compensated, but will be counted towards the next appropriate level of credits required for an increase to the employee's base salary.

5. The employee must have obtained a minimum grade of C- in any course where letter grades are given or a 2.0 or a 4.0 scale or its equivalent where numerical grades are given. If only "pass/fail," "satisfactory/unsatisfactory" or "complete/incomplete" is given, the employee must receive the grade required for the granting of course credit by the offering institution. In cases of training conducted through a seminar, workshop, etc. where participants do not receive any of the aforementioned marks, it will be necessary to submit a certificate of completion or a signed statement from the institution or agency which conducted the training stating that the employee completed the program.
6. Professional development plans outlined by the Bargaining Unit employee may be attached to his/her performance appraisal form. It is understood that the "plan" is voluntary in nature and a decision to discontinue the course work or unsatisfactory progress shall not impact negatively on the employee's evaluation.

Appendix B Mutual Responsibilities

The College and Union affirm that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Hocking College workplace.

1. Drug-Free College:

The Union and College jointly pledge to comply with and support all requirements of federal and state laws concerning a drug-free workplace.

2. Employee Assistance Program (EAP):

The Union and the College jointly to pledge to support the College's Employee Assistance Program. This support will be in compliance with the various state and federal laws (Drug-Free College and Drug-Free Workplace) and contract provisions relevant to the drug-free workplace.

3. Discrimination

The College and the Union affirm a commitment to assure that no unlawful discrimination is practiced.

4. Reclassification

The College and the Association mutually agree that any future requests for reclassification will be jointly reviewed by the Labor Management Committee immediately following employee evaluations when job descriptions are updated.

Appendix C

HOCKING COLLEGE – HEALTH AND VISION ENROLLMENT FORM

OPBA / PROFESSIONAL BARGAINING UNIT EMPLOYEE ELECTION FORM HEALTH AND VISION INSURANCE MEDICAL MUTUAL OF OHIO

Section # w/o vision 030

Section # with vision 029

Name _____ SS# _____
(Please Print)

*I elect the following insurance option under Medical Mutual of Ohio: (CHOOSE ONE**)*

_____ Super Med Plus Single Without Vision	*\$400-\$2000-(90%/10%)	\$63.28/per pay
_____ Super Med Plus Single With Vision	*\$400-\$2000-(90%/10%)	\$63.76/per pay
_____ Super Med Plus Family Without Vision	*\$1000-\$4000-(90%/10%)	\$187.84/per pay
_____ Super Med Plus Family With Vision	*\$1000-\$4000-(90%/10%)	\$189.15/per pay
_____ SINGLE VISION ONLY	N/A	\$.48/per pay
_____ FAMILY VISION ONLY	N/A	\$1.31/per pay

_____ I choose to waive Medical Mutual of Ohio Health and Vision Insurance.

Signed Date _____

OFFICE VISIT CO-PAYS

\$20.00 Co-Pay, then 100% - Office Visit

\$20.00 Co-Pay, then 100% - Urgent Care Facility Services

\$20.00 Co-Pay, then 100% - Routine Physical Exam

\$20.00 Co-Pay, then 100% - Well Child Care Services (limited to \$500 per benefit period)

*** = DEDUCTIBLE – CO-PAYMENT LIMIT – (PERCENTAGE OF REIMBURSEMENT) – Amounts reflect in-network limits of co-payment and percentage reimbursement. Out-of-network services are subject to higher dollar limits on co-payments and different reimbursement percentages.**

****If you want split coverage, for example, single health with family vision, you must choose both the "single without vision" and the "family vision only" options.**

Group Medical Plan Options: Eligible OPBA or Professional Bargaining Unit employees and their eligible dependents can enroll.

SuperMed Plus Sections 029 & 030
(Please note Section 029 includes vision plan)

	In-Network	Out-of-Network
Routine Physical Exam	\$20 copay, then 100%	70% after deductible
Office Visit (Illness/Injury)	\$20 copay, then 100%	70% after deductible
Urgent Care Office Visit	\$20 copay, then 100%	70% after deductible
Deductible	\$400 for individual, \$1,000 for family	\$1,000 for individual, \$2,000 for family
Coinsurance	90% after deductible	70% after deductible
Total Out of Pocket Maximum	\$2,400 for individual, \$5,000 for family	\$5,000 for individual, \$10,000 for family
Hospital/Surgery (Inpatient/Outpatient)	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Prescription	90% after deductible	90% after deductible
Mail Order-90 day Supply	\$10 Generic \$25 Formulary \$50 Non-Formulary	70% after deductible
Mental Health	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical
Substance Abuse	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
High Tech Diagnostics & Radiology (MRI, CT Scan, etc.)	90% after deductible	70% after deductible
Speech Therapy	90% after deductible 10 visits then medical review	70% after deductible 10 visits then medical review
Emergency Room	90% after deductible	90% after deductible
ER Physician Fees, Supplies, etc.	90% after deductible	90% after deductible
Ambulance	90% after deductible	70% after deductible
Physical/Chiropractic Therapy	90% after deductible 10 visits then medical review	70% after deductible 10 visits then medical review
Lifetime Maximum	\$1,000,000	\$1,000,000

*Your Medical Plans are fully insured with: Medical Mutual of Ohio
Please contact Customer Service at 800-525-5957 for questions regarding coverage or claims
For additional information, please go to www.medmutual.com
Please be advised this is a brief overview. Please refer to your Certificate of Coverage for complete benefit information. Certain benefit limitations may apply.*

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January 12, 2011

State Employment Relations Board
Suite 1200
65 East State Street
Columbus, OH 43215-4213

RE: FULL-TIME POLICE OFFICERS' AND POLICE SERGEANTS' AGREEMENT BETWEEN
HOCKING TECHNICAL COLLEGE AND OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

To Whom It May Concern:

Please find enclosed a copy of the "Full-time Police Officers' and Police Sergeant's Agreement" between Hocking Technical College and the Ohio Patrolmen's Benevolent Association which was ratified on December 15, 2010. If you have any questions, please notify Human Resources at (740) 753-7040, or email me at cunningham_s@hocking.edu (there is an underscore between the m and s).

Sincerely,

Sheree Cunningham
Human Resources Specialist

enclosure

STATE EMPLOYMENT
RELATIONS BOARD
2011 JAN 14 P 12:30