



11/21/11
11-MED-06-0942
2588-02
K28241

AGREEMENT
By and Between

OWENS COMMUNITY COLLEGE

and

THE OWENS FEDERATION OF
SAFETY AND SECURITY
EMPLOYEES

Effective November 7, 2011 through November 6, 2014

TABLE OF CONTENTS

	Page
Preamble	
I Recognition	4
II Management Rights	5
III Union and Employee Rights	7
IV Definitions	11
V Seniority	12
VI Probationary Period	14
VII Hours of Work and Overtime (Shift Bidding)	15
VIII Staffing Requirement/Coverage	18
IX Non-Discrimination	20
X Discipline	21
XI Grievance Procedure	23
XII No Strike/No Lock-Out	26
XIII Labor/Management Committee & Working Group	27
XIV Vacancies and Job Assignments	28
XV Light Duty	30
XVI Work Shift Openings and Position Vacancies	31
XVII Transfers	32
XVIII Work Rules and Protective Equipment	33
XIX Contracting for Services	36
XX Reduction in Force and Recall	37
XXI Compensation	39
XXII Attendance Incentive	40
XXIII Benefits	41
XXIV Vacation	44
XXV Holidays	46
XXVI Leaves	48
XXVII Training	55
XXVIII Employee Training and Staff Development	56
XXIX Employee Tuition	59
XXX Inclement Weather/Emergency Closing	60
XXXI Severability	61
XXXII Duration	62
Appendix A	63
Appendix B	64
Memorandums of Understanding	

PREAMBLE.

This AGREEMENT, covering wages, hours, and other terms and conditions of employment, is entered into by and between OWENS COMMUNITY COLLEGE (hereinafter referred to as “the College”), and the OWENS FEDERATION OF SAFETY & SECURITY EMPLOYEES (hereinafter, referred to as the “Union”).

Use of the words “he,” “she,” “his,” “her,” “men,” “man,” and “person” are meant to include individuals of either sex. Article and section headings are provided for the convenience of the reader and are not to be considered part of this Agreement.

Whereas the parties have met in collective bargaining negotiations in the interest of harmonious relations between the College, the Union, and the members of the bargaining unit; and

Whereas it is the interest of both parties to foster efficiency and excellence in the operations of the College; and

Whereas nothing contained herein shall be construed to allow the College to take any action that would directly undermine the integrity of the bargaining unit without first bargaining with the Union;

NOW, THEREFORE the parties agree as follows:

**ARTICLE I
RECOGNITION**

SECTION 1.1

UNION RECOGNITION

The College recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and condition of employment of all employees as defined in the classifications listed in the Consent election of August 7, 2001.

The College shall not bargain with any other employee organization, its agents, or any individual over wages, hours and terms and other conditions of employment, except as provided herein.

SECTION 1.2

EXCLUSIONS TO BARGAINING UNIT

Excluded from the unit are all management level employees, supervisors, non-bargaining unit support staff employees, confidential employees, students, interns, seasonal and casual employees, and employees who are included in any other bargaining unit which has representation rights at the College.

ARTICLE II MANAGEMENT RIGHTS

SECTION 2.1

The College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities in such manner as the College shall determine. The exercise of these powers, rights, authority, responsibilities and prerogatives of management are reserved and retained exclusively by the College. The College's right to manage its operations shall include, but not be limited to, its rights to:

- A. 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 services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations;
- B. Direct, supervise, evaluate, and hire employees;
- C. Maintain and improve the efficiency and effectiveness of College operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy, size, qualifications, and composition of the work force;
- G. Determine the overall mission of the College;
- H. Effectively manage the work force and maintain discipline, safety, and order;
- I. Take actions necessary to carry out the mission of the College as a governmental unit;
- J. Establish, modify and enforce reasonable rules of conduct and standards of performance;
- K. Initiate, determine, develop, adopt, modify, and delete degree programs, certificate programs, credit courses, and non-credit activities and approve and authorize the courses and programs offered by the College;
- L. Determine program and course curriculum content, objectives, grading standards, and procedure; and
- M. In general, do all things appropriate and incidental to the grant of authority under the Ohio Revised Code.

These management rights are subject to the express terms of this Agreement.

SECTION 2.2

This Agreement contains the full and complete Agreement on all bargainable issues between the parties. The terms of this collective bargaining agreement cannot be modified without negotiation by and agreement of the parties unless immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations or (2) legislative action taken by a higher level

legislative body after the agreement became effective that requires a change to conform to the statute. The College hereby reserves the right to make, change, and enforce rules, policies, and procedures which do not conflict with the terms of this Agreement; provided, however, that nothing contained herein shall relieve the College of the obligation to bargain over the effects of any decision to implement new rules, policies, and procedures not in conflict with this Agreement.

SECTION 2.3:

If a party to this agreement wishes to bargain during the term of this agreement on a mandatory topic of bargaining that was not addressed in the most recent round of negotiations between the parties, it shall notify the other party in writing and shall indicate in the written notification the full details of the item for which negotiations are demanded. The parties shall commence negotiations not later than thirty (30) days after the date of the written notification and shall continue negotiations for a period not longer than sixty (60) days thereafter.

SECTION 2.4:

If the parties reach a tentative agreement on the bargained issue, it shall be submitted for ratification by each party and upon ratification, the tentative agreement shall be incorporated as part of the collective bargaining agreement. If a tentative agreement on the issue is not reached or one or both parties fail to ratify the tentative agreement, the issue will be submitted by the parties to final and binding arbitration in accordance with the provisions of Article X (Grievance Procedure) of this agreement.

**ARTICLE III
UNION AND EMPLOYEE RIGHTS**

SECTION 3.1: UNION MEETINGS

The Union shall be permitted reasonable use of College facilities for the purpose of transacting official Union business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs. The Union will confirm meeting arrangements with the Chief prior to utilizing College facilities under the terms of this provision.

SECTION 3.2: RELEASE TIME FOR UNION

The College shall grant release time to be used by individuals designated by the Union. Such release time may be used for the purpose of presenting grievances, representation at disciplinary hearings as outlined herein, to attend meetings called by management, and other meetings that may otherwise be defined in this Agreement. Individuals shall be named by January 31st of each year. The number of individuals named shall not exceed five (5).

The College shall grant up to a maximum of five (5) release days total for Union members to attend AFT and OFT conventions, conferences, or meetings without loss of pay. If more than five (5) days are used, the cost of replacements will be reimbursed by the Union if replacements are necessary.

SECTION 3.3: PUBLIC RECORDS

The College shall make available to the Union, upon its request, those public records, which are relevant to negotiations or the enforcement of this Agreement. Such requests shall be in accordance with and governed by established College policy.

SECTION 3.4: PERSONNEL RECORDS

Personnel files are maintained in the Human Resources office. Changes of home address and telephone number must be reported to the Human Resources office immediately in order to maintain current personnel and payroll records. Information relevant to an employee's work experience and responsibilities may be added by the employer to the personnel file as appropriate, i.e., education, copies of performance evaluations, upgrading of skills, letters of recognition, letters of discipline, etc. If a document is placed in an employees' file by the employer, notification will be sent to the employee.

- a. **Access** – Every employee is permitted to gain access to their records maintained by the college's human resources office. These records must be reviewed only in the presence of the Vice President for Human Resources (or his/her designee)

- b. **Corrections** – The employee may not, of his/her own discretion, mark up, change or in any way correct the data contained in the file. A formal request in writing to the Vice President for Human Resources must be submitted in order to make corrections to a personnel file. If the request is granted, the Vice President for Human Resources will make the changes while the employee is present.
- c. **Statements of disagreement** – If the request for a correction is turned down, the employee can then request that his/her statement of disagreement with the personnel files will be placed within the file. The statement is to be submitted through the supervisor to Human Resources. The rebuttal/ disagreement shall remain with the incident that generated the issue.

SECTION 3.5: BOARD OF TRUSTEES AGENDA

The College shall supply the Union with a copy of the agenda and the date of any regular or special meeting of the College's Board of Trustees at the time the agenda is normally distributed to all other potentially interested parties. Additionally, the President of the Union, or a duly appointed designee, shall receive copies of the Board of Trustees meeting report of the last meeting at the same time as they are distributed to other interested parties.

SECTION 3.6: PARTICIPATION AT BOARD OF TRUSTEES MEETINGS

The President of the Union, or a duly appointed designee, shall be accorded the privilege of speaking at Board meetings in accordance with the rules adopted by the Board regarding participation at such meetings.

SECTION 3.7: BOARD POLICIES

One copy of the College's official policies and all subsequent additions, deletions and amendments shall be tendered to the Union secretary for use by the Union once they have been compiled.

SECTION 3.8: LIST OF UNION OFFICERS

The Union shall supply the Vice-President of Labor & Employee Relations with an up-to-date list of Union officers and designated officials at least once each calendar year, indicating any changes from the previous list. No member of the bargaining unit will be recognized as a representative of the Union until the Union has certified to the College that the person has been designated by the Union as a Union representative.

SECTION 3.9: USE OF EQUIPMENT AND SUPPLIES

The Union shall have the right to request that Union materials be prepared by Owens College employees using Owens Community College facilities and equipment. The Director of Employee Relations & Diversity will be copied on all such requests for quantities over 30.

SECTION 3.10: DUES CHECKOFF

Upon receipt of a signed authorization from an employee the regular monthly dues (uniform in dollar amount), by classification, of the Union shall be deducted from such an employee's pay. The Treasurer of the Union shall notify the Office of Human Resources the amount of the uniform dues to deduct. Deductions shall be made on each payday and shall be remitted promptly to the Union's account.

The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Union. All authorized deductions shall be made from the pay of the bargaining unit members in equal payments over the course of the year.

The Union agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement, provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to provisions herein.

SECTION 3.11: FAIR SHARE

As a condition of continued employment, on or after sixty (60) days following beginning of employment, or the effective date of this Agreement, whichever is later, the members of the bargaining unit shall become members of the Union or pay to the Union a fair share fee. Such fee shall be deducted from the paychecks in the same manner as regular Union dues and in accordance with Ohio Revised Code, Section 4117.09(C).

SECTION 3.12: DISTRIBUTION OF UNION MATERIALS

The College shall provide a reasonably sized bulletin board accessible to employees for use by the Union for posting of its materials.

SECTION 3.13: COMMITTEES

The College will notify the Union of the formation of any College committees that deal with issues affecting employees of the bargaining unit and the Union may offer its recommendations to the College with respect to participation on such committees by one or more Union representatives.

SECTION 3.14: PERSONAL EFFECTS

Except under extraordinary circumstances in the judgment of the College, upon termination of an employee, the employee may remove his/her personal effects. In an instance when an affected employee does or cannot remove his/her personal effects, the College will ship said property to said employee as soon after the employee's termination date as possible.

SECTION 3.15: VOLUNTARY EMPLOYEE COPE DEDUCTIONS

Owens Community College agrees to deduct from the individual's wage and transmit to the treasurer of the Ohio Federation of Teachers the amount specified for each pay period worked from the salary/wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by OFT/COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted from each such employee. The College will provide an electronic copy of the aforementioned transmission to the Treasurer of the OSSU within ten (10) days of the transmission

**ARTICLE IV
DEFINITIONS**

SECTION 4.1:

COLLEGE

The term "COLLEGE" shall mean the Board of Trustees of Owens Community College, and shall also mean any administrator(s), supervisor(s) and agents of the Board when acting within the scope of their authority. It shall also refer collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the College and administrative offices thereof.

SECTION 4.2:

UNION

The term "Union" refers to the Owens Community College Federation of Safety and Security Employees.

SECTION 4.3:

AGREEMENT

The term "AGREEMENT" shall mean the Collective Bargaining Agreement between the Board and the Union.

SECTION 4.4:

**SAFETY & SECURITY OFFICERS &
DISPATCHERS**

Safety & Security and dispatch officers are those employees who are currently working full or part-time for the College in these classifications.

SECTION 4.5

CHIEF

When referring to the Chief, the inference is the Chief or his/her designee

ARTICLE V - SENIORITY

- SECTION 5.1:** A newly hired bargaining unit member's seniority will commence after he/she has worked continuously in a bargaining unit position for one hundred eighty (180) days. Once this one hundred eighty (180) day period has been completed, the bargaining unit member's seniority will be made retroactive to the member's first day of service in a covered bargaining unit position. All members of the bargaining unit who have worked in a bargaining unit position for one hundred eighty (180) continuous days prior to the date of ratification of this agreement will have their seniority counted from the first day that they worked in a covered bargaining unit position.
- SECTION 5.2:** *Seniority is defined as an employee's uninterrupted length of continuous service since becoming a member of the bargaining unit. If a part-time employee is hired on as full time, their full time seniority will start on the first day of the new classification.
- SECTION 5.3:** Seniority for a newly hired part-time bargaining unit member shall commence once the employee has worked a minimum of five hundred (500) hours after the date of employment without a break in seniority as defined in Section 5.7 of this Article. Once such an employee has reached five hundred (500) hours of service in a bargaining unit position, seniority for the employee will be made retroactive to the employee's date of hire with the College.
- SECTION 5.4:** Part-time members of the bargaining unit, upon ratification of this Contract, shall have their seniority made retroactive to the respective dates of hire with the College provided an employee has worked at least five hundred (500) hours since their date of hire. Such an employee who has not yet worked five hundred (500) hours since their date of hire will have the time worked in a bargaining unit position credited towards the five hundred hour requirement.
- SECTION 5.5:** Any employee who has service time with the College in another capacity and then becomes a member of the bargaining unit will be placed at the bottom of the seniority roster under the most junior employee.
- SECTION 5.6:** If more than one bargaining unit member has the same seniority date as defined above, such ties in seniority shall be determined by the first letter of their last name, with names beginning with "A" having greater seniority.

SECTION 5.7:

Seniority shall be broken when an employee:

- (a) Quits or resigns.
- (b) Is discharged and no grievance is filed or a grievance is filed and the discharge affirmed.
- (c) Is laid off for a period of one (1) year.
- (d) Is absent without notice for three (3) consecutive work days unless the employee has a reason for failing to notify that is considered acceptable to the College.
- (e) Fails to report for work when recalled from lay-off within fourteen (14) days from the date on which the college sends the employee notice, unless other arrangements are made that are acceptable to the College.

***Reference: Memorandum of Understanding dated 8/06/07
(Interim Non-Bargaining Staff Position)**

ARTICLE VI
PROBATIONARY PERIOD

SECTION 6.1:

All newly hired bargaining unit members shall serve a probationary period of one hundred eighty (180) days. If a bargaining unit member is discharged or quits while on probation and is later re-hired, he/she shall be considered a new employee and subject to a second probationary period.

SECTION 6.2:

The retention of a probationary employee shall be at the sole discretion of the college.

**ARTICLE VII
HOURS OF WORK AND OVERTIME**

SECTION 7.1:

WORK PERIOD

The work period shall be one hundred sixty-eight (168) hours beginning 12:01 a.m. on Sundays and ending at 12:00 midnight the following Saturdays. During a work period, a full time employee will typically work five (5) eight (8)-hour days or four (4) ten (10)-hour days.

Reference: MOU No Breaks and Lunch dated 12/16/10

Within the workday, each employee shall receive a one-half hour interruptible unpaid lunch. If the lunch is interrupted, the employee shall be paid for the entire lunch period. The College will establish regular work shifts and employees assigned to those shifts will be assigned to regular work hours within those shifts. This paragraph is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours per day or per week.

If the College shall determine that, based on the objective needs of the College, an adjustment of the regularly scheduled hours is required, the College shall provide thirty (30) days prior notice for permanent adjustments. Fourteen (14) days prior notice is required for changes of a temporary nature except under unexpected circumstances. The notice of such a change shall be made to the employee in writing.

Reference: MOU No Breaks and Lunch dated 12/16/10

Each employee working eight (8) consecutive hours in one (1) workday, or ten (10) consecutive hours if the employee is working that schedule, shall have one (1) thirty (30) minute unpaid lunch break. Part-time officers shall not be entitled to a lunch break unless they work eight (8) consecutive hours in one (1) workday. The employee is required to respond to emergencies. The timing of lunch periods shall be at the discretion of the supervisors, but lunch periods may not be taken in the first or last half hour of an employee's shift.

SECTION 7.2:

SHIFT BIDDING

Employees will have the opportunity to provide input into the development of their work schedules through the annual shift bidding process with their Schedule Committee. The Chief will finalize/approve the twelve (12) month schedule presented by the Committee. Conflicts in scheduling will be resolved based on position seniority. Schedules will be bid from April 1 through April 15. The final schedule will be posted by May 15 and the changes will be effective at the beginning of the first pay period in August of the same year.

SECTION 7.3:

OVERTIME

The College and Union agree that the needs of the College from time to time, require overtime work by the employees. The College will be the sole judge of the necessity for overtime. Overtime shall be determined and assigned by and within classifications. The College shall provide as much advance notice of an overtime assignment, including special events, as possible. Such overtime shall be offered from a rotating seniority list by employee classification, and campus. If all full time employee turn down the overtime then it shall be offered to the part-time employee in seniority order. If there is an insufficient number of officers who volunteer for the available overtime assignments, the College will assign the remaining overtime to officers using inverse seniority order by classification. If an employee refuses an overtime assignment or cannot be reached for an overtime offer to be made, he/she will be passed on the rotation list and the College will note the refusal or non-contact in its records. Employees may be forced to work over and shall have the option to flex their schedule on the next scheduled workday as schedule allows.

- A. For all hours worked beyond forty (40) in a work period, exclusive of sick leave and vacation, holidays and personal leave, employees shall be compensated with overtime pay or compensatory time at the rate of one and one-half (1½) times their regular straight-time hourly rate **with one exception, any officer forced-over shall be paid overtime.**
- B. Any employee that works seven (7) consecutive days within the work period shall be compensated at a rate of two (2) times their regular straight-time hourly rate for that seventh day.
- C. For part-time employees only, any hours worked above eight (8) hours in a workday, or ten (10) hours if the employee works that length of a regular shift, shall be paid at one and one-half (1 - 1/2) times the employee's rate of pay.
- D. Maximum accumulation of compensatory time in a fiscal year is forty (40) hours. An employee can elect to accumulate compensatory time or be paid for overtime in cash for each instance of overtime, but once the forty (40) hour maximum limit is attained, all overtime will be paid in cash.
- E. An employee who has accumulated compensatory time must utilize all such time by the end of the fiscal year. An employee who has not utilized all such compensatory time by the end of the fiscal year shall have the remaining hours paid in cash at the appropriate rate in the first pay period of the new fiscal year.

F. Overtime shall not be paid more than once for the same hours worked.

SECTION 7.4:

BREAKS

Reference: MOU No Breaks and Lunch dated 12/16/10

Each employee shall have two (2) paid, interruptible fifteen (15) minute breaks per workday, which shall be taken consistent with the needs of the work place.

SECTION 7.5:

OVERTIME BREAKS

Any employee on overtime shall be entitled to an unpaid thirty (30) minute lunch period for each four (4) consecutive hours of overtime. An employee on such a lunch period shall be required to respond to emergencies unless otherwise signed out for an off-campus lunch.

SECTION 7.6:

FLEXIBLE WORK SCHEDULE

If an employee requests a flexible work schedule and there is mutual agreement between the affected employee and the Chief, designee and scheduling committee as to the establishment of that schedule, such a schedule shall be implemented. The College reserves the right to schedule.

SECTION 7.7:

SHIFT TRADES

Officers shall be allowed to trade shifts with other employees in accordance with procedures adopted by the Chief.

SECTION 7.8:

CALL BACK PAY

An employee called to work or back to work on any day after having gone home, or on their regular day off, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times the employee's regular rate.

**ARTICLE VIII
STAFFING REQUIREMENT/COVERAGE**

SECTION 8.1

**ASSIGNED STAFFING, MINIMUM STAFFING
REQUIREMENTS and COVERAGE PROCEDURES**

The Assigned Staffing and Minimum Staffing levels required for each shift are as follows (This excludes: holidays, scheduled college closings, semester start periods, special events, and emergencies designated by the College.):

Toledo Campus (Assigned staffing level as of 11/07/2011)

Sunday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	3 Officers/1 Communications Officer	2 Officers/1 Communications Officer
2 nd	3 Officers/1 Communications Officer	*2 Officers/1 Communications Officer
3 rd	3 Officers if no communications officer	*2 Officers/1 Communications Officer

Monday thru Thursday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	5 Officers/1 Communications Officer	*2 Officers/1 Communications Officer
2 nd	5 Officers/1 Communications Officer	*2 Officers/1 Communications Officer
3 rd	3 Officers/1 Communications Officer	*2 Officers/1 Communications Officer

Friday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	5 Officers/1 Communications Officer	*2 Officers/1 Communications Officer
2 nd	5 Officers/1 Communications Officer	*2 Officers/1 Communications Officer
3 rd	3 Officers if no communications officer	*2 Officers/1 Communications Officer

Saturday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	4 Officers/1 Communications Officer	*2 Officers/1 Communications Officer
2 nd	3 Officers if no communications Officer	*2 Officers/1 Communications Officer
3 rd	3 Officers if no communications officer	*2 Officers/1 Communications Officer

* Or Three (3) Officers if no communications officer and one officer will act as a dispatcher.

**A Communications Officer position may be filled by a dispatch trained officer.

*** No Police Officers shall be counted towards minimum staffing levels

Toledo Campus: Holidays/Scheduled College Closing

The minimum staffing level for holidays (Article XXIV) and scheduled college closings will be as follows:

- Two (2) officers, and
- One (1) dispatcher.

The above staffing level applies, unless an adjustment is required to meet the special needs of the college, which necessitates a change in staff requirements in order to provide effective delivery of services to the College.

Findlay Campus (Assigned staffing level as of 11/07/2011)

Sunday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	*2 Officers	*2 Officers
2 nd	*2 Officers	*2 Officers
3 rd	*2 Officers	*2 Officers

Monday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	2 Officers/1 Communications Officer	*2 Officers
2 nd	*2 Officers	*2 Officers
3 rd	*2 Officers	*2 Officers

Tuesday, Wednesday, Thursday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	2 Officers/1 Communications Officer	*2 Officers
2 nd	*2 Officers	*2 Officers
3 rd	*2 Officers	*2 Officers

Friday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	2 Officers/1 Communications Officer	*2 Officers
2 nd	*2 Officers	*2 Officers
3 rd	*2 Officers	*2 Officers

Saturday

Shift	**Assigned Staffing	**Minimum Staffing
1 st	*2 Officers	*2 Officers
2 nd	*2 Officers	*2 Officers
3 rd	*2 Officers	*2 Officers

* No communications officer will be assigned.

**A Communications Officer position may be filled by a dispatch trained officer.

*** **No Police Officers shall be counted towards minimum staffing levels**

Findlay: Holidays/Scheduled College Closing

The minimum staffing level for holidays (Article XXIV) and scheduled college closings will be as follows:

- Two (2) officer

The above staffing level applies, unless an adjustment is required to meet the special needs of the college, which necessitates a change in staff requirements in order to provide effective delivery of services to the College.

SECTION 8.2

STAFF COVERAGE PROCEDURES

When no officer is available to fill the minimum coverage requirements at a specific location, an officer on the same shift from another location shall be assigned to cover that shift. If no officer is available from the other location, then overtime will be offered through seniority at the original location.

**ARTICLE IX
NON-DISCRIMINATION**

SECTION 9.0

Both the College and the Union recognize their respective rights and responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties affirm their commitments not to discriminate in any manner relating to employment on the basis of race, color, religion, sex, creed, national origin or ancestry, age, disability, or status as a disabled or Vietnam-era veteran. The College will notify the Union prior to any reasonable accommodation which impacts on this Agreement.

In accordance with ORC 4117, employees shall not suffer discrimination based on union activity. Union activity shall include, but is not limited to: serving as an officer, filing grievances, participating or attending union meetings, and protecting rights as provided within this agreement.

ARTICLE X DISCIPLINE

SECTION 10.1

JUST CAUSE

Any warning, suspension, or discharge shall be based on just cause and consistent with progressive discipline and the College's Disciplinary Guidelines. Nothing herein shall prevent the College from advancing an employee through the disciplinary progression based upon the nature or severity of the infraction.

SECTION 10.2

STANDARDS OF CONDUCT

The Chief may adopt standards of conduct that are consistent with the disciplinary guidelines. The Union will be allowed input into any new or revised standards prior to their implementation.

SECTION 10.3

PROGRESSIVE DISCIPLINE

Generally, discipline shall be progressive in nature depending on the nature and severity of the offense. Serious offenses may result in escalation to either the suspension and/or termination stage of the disciplinary process.

The discipline approach utilized by the College for most types of infractions will consist of the following steps:

- a. Verbal Warning – A verbal warning is given by the supervisor in a meeting in which the employee is informed of the specific offense and what is expected of him or her in the future.
- b. Written Warning – The supervisor will give a written warning. If an employee has failed to correct his or her behavior which has been brought to his or her attention through a verbal warning, the written warning will become a part of the employee's personnel file.
- c. Suspension – In certain cases, depending upon the offense and/or previous disciplinary action, an employee may be suspended without pay for one or more days based upon documentation provided by the supervisor.
- d. Discharge – If the employee behavior continues to be unacceptable, the employee may be discharged.

SECTION 10.4

REMOVAL OF DISCIPLINE

In imposing discipline on a current charge, the College will not take into account any prior infraction which occurred more than one (1) year previously.

SECTION 10.5

REPRESENTATION

Employees subject to disciplinary action, shall have the right to request Union representation in all disciplinary hearings. The Union shall be given reasonable advance notice of such action when possible. If the College conducts a fact-finding meeting or interview with a member which may result in disciplinary action, the Union shall be allowed representation during the meeting or interview.

SECTION 10.6

NOTIFICATION

An employee who is subjected to disciplinary action will be provided with a copy of the disciplinary notice. A copy will also be provided to the Union President and one will be included in the employee's personnel file.

**ARTICLE XI
GRIEVANCE PROCEDURE**

SECTION 11.1

DEFINITION OF GRIEVANCE

A grievance shall mean a dispute or difference between the College and an employee, a group of employees and the Union, concerning the interpretations and/or application of the specific terms of this Contract.

SECTION 11.2

INFORMAL STEP

An employee who thinks that he/she has a grievance shall take the matter up with his/her supervisor not later than five (5) working days after the employee is aware of the event giving rise to the grievance. The employee has the right to request union representation at this meeting if he/she so desires. The supervisor shall make arrangements for a meeting with the employee within three (3) business days of the employee's request. The supervisor shall respond to the employee within one (1) business day after the conclusion of this meeting.

SECTION 11.3

GRIEVANCE STEPS

If the matter is not satisfactorily adjusted in the informal step, the employee(s) or Union may initiate the following procedure as the exclusive remedy for employees and the Union concerning all grievances arising under this Contract. The term "days" when used in this article, refers to regular business hours when the College is open, Monday through Friday.

STEP 1 An employee covered by this Contract or the Union, in the case of any Union grievance shall submit the grievance in writing on a form mutually agreed upon between the Union and the College to the immediate supervisor within five (5) working days of the date of the informal decision. The supervisor shall arrange for a meeting with the grievant and the Union designated representative within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof. The supervisor shall provide a written answer to the employee within five (5) working days after such meeting

STEP 2 If the grievance is not settled in Step 1 and the grievant or the union in the case of a Union grievance wishes to appeal, the

grievance shall be referred by the grievant in writing, to the Vice President of Labor & Employee Relations or designee within five (5) working days after the date of the answer in Step 1. The Vice President of Labor & Employee Relation or designee shall meet within five (5) working days of receipt of the appeal and shall discuss the grievance with the grievant and the Union representative. The Vice President of Labor & Employee Relations or designee shall give a written answer to the grievant and Union within five (5) working days after the date of the meeting.

STEP 3 If the grievance is not settled in accordance with the foregoing steps the Union may serve notice of intention to arbitrate within fifteen (15) working days after receipt of the answer in step 2. The Union shall so communicate that intention, in writing to the Vice President of Labor & Employee Relations by certified mail. Thereupon, the parties shall attempt to mutually agree upon an arbitrator within five (5) working days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) working day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The parties shall alternately strike, individually, the names of six (6) arbitrators. The first strike will be determined by the flip of a coin. However, if the College or the Union desires to strike all the names on the panel of arbitrators and to request a new panel, it may do so no more than once.

SECTION 11.4

AUTHORITY OF ARBITRATOR

In reaching his/her decision, the arbitrator shall have no authority to add or subtract from or modify in any way any of the provisions of the Contract, applicable work rules or any applicable policy of the College's Board of Trustees. The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Contract, or applicable work rules

associated with the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be implemented as soon thereafter as possible.

SECTION 11.5

EXPENSE OF ARBITRATOR

The fees and expenses of the arbitrator shall be divided equally between the College and the Union, provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Costs of a written transcript shall be borne by the party requesting one. All other expenses shall be borne by the party incurring them. Unless the parties mutually agree otherwise, arbitration hearings shall be held on the College's campus.

SECTION 11.6

TIME OF ESSENCE

The time limits provided in the Grievance Procedure may by mutual written agreement be extended and/or waived. In the event the College fails to answer a grievance within the established time limits at any step, the grievance shall automatically advance to the next step of this procedure. If the grievant and/or Union fails to appeal a grievance within the established time limits at any step, the grievance shall be considered withdrawn.

SECTION 11.7

ATTENDANCE AT GRIEVANCE/ARBITRATION MEETINGS

Neither the grievant, nor any College-employed Union representative, nor any College-employed witnesses shall suffer any loss of straight time pay and benefits by reason of attendance at any of the meetings during their regular working hours anticipated by this procedure. The College reserves the right to have any on-duty witness appear "on call" however, to minimize the impact of such attendance on the College's operations.

SECTION 11.8

NO REPRISALS

The fact that a grievance is raised by an employee, regardless of the ultimate disposition, shall not be recorded in the employee's file or in any file utilized in the promotion process; nor shall such act be used in any recommendation(s) for job placement and/or building assignment; nor shall such an employee (and employees who participated in any way in the grievance procedure) be subjected to reprisal for having processed a grievance.

ARTICLE XII
NO STRIKE/NO LOCK-OUT

SECTION 12.1

During the term of this Agreement or any extension thereof, the Union and its members shall not directly or indirectly call, sanction, finance, and/or assist in any way nor shall any employee participate directly or indirectly in any strike, slowdown, walk-out, call-in, sick-out, failure to report, work stoppage, picketing, or other interference, sympathetic or otherwise, with any operation or operations of the College or with any deliveries to or from the premises of the facilities operated by the College. The Union shall cooperate with the College throughout the term of this Agreement and any extension thereof in continuing operations of the College in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article.

SECTION 12.2:

In the event any interference described above occurs, the Union shall promptly notify all employees that such conduct is not in any way sanctioned or approved by the Union. The Union shall also promptly inform all employees that they should return to work at once.

SECTION 12.3:

The College shall not lock out any or all of its employees during the term of this Agreement so long as there has not been a violation by employees of the other provisions of this Article.

SECTION 12.4:

In the event that a labor organization other than OFSSE establishes picket lines at College premises, employees represented by the Union shall make their best efforts to enter their work places and perform their duties as scheduled. The College will make its best efforts to provide protection for employees crossing the picket lines and in an appropriate case, the College may seek judicial relief.

**ARTICLE XIII
COMMITTEES
LABOR MANAGEMENT AND WORKING GROUP**

SECTION 13.1

PURPOSE

A Labor-Management Committee and a Working Group shall be established. College operations, policies, procedures, programs, forecast, plans, and individual site problems may be discussed and recommendations presented. The College and the OFSSE will work collaboratively prior to, during and after departmental changes are initiated. Unless mutually agreed upon to waive the quarterly meeting, the Labor Management committee shall meet quarterly. Unless mutually agreed upon to waive the Working Group meeting they shall meet monthly. Additional meetings may be requested by either party as needed.

SECTION 13.2

MEMBERS

The Labor Management committee shall be composed of the following OFSSE Union members, President, Vice-President, and one other member chosen by the Union President. The College representatives will be the Vice-President of Labor & Employee Relations, and (chosen by the President of the College) another Vice-President, the Chief and/or designee and one other administrator. Resource person(s) designated by either the Vice-President of Labor & Employee Relations or the Union President may participate in the meeting if requested. The Work Group shall be composed of the following OFSSE Union members, President, Vice President or one other member chosen by the Union President. The college representatives will be the chief, or one other department supervisor.

SECTION 13.3

AGENDA

The Union President and the Vice-President of Labor & Employee Relations shall meet to mutually establish an agenda for the Labor Management Committee, the Union President and the Chief shall meet to mutually establish an agenda for the Working Group and provide each member with a copy at least twenty-four (24) hours prior to the scheduled meeting. Neither party may veto another's agenda item.

**ARTICLE XIV
VACANCIES AND JOB ASSIGNMENTS**

SECTION 14.1

JOB DESCRIPTIONS

Current job descriptions for each unit position shall be maintained in the office of Human Resources and shall be placed online for general access. An employee may request a review of his/her job description with his/her supervisor at anytime.

SECTION 14.2

POSTING FOR VACANCIES

Announcement of vacancies in existing or newly created bargaining unit positions at the College shall be posted online and by written notice to the officers of the union concurrent with the position being advertised externally. Bargaining unit members shall have first right of refusal for vacant positions.

A committee shall be formed consisting of two (2) union designees and two (2) management designees to develop minimum entrance requirements.

SECTION 14.3

NEW AND MODIFIED POSITIONS

The College shall promptly notify the Union of its intent to add new, or change existing bargaining unit positions:

1. A “new” position shall be defined as a newly created position that has not existed in the bargaining unit, but which is substantially similar in duties to positions that are contained in the bargaining unit.
2. A “modified” position shall be defined as an existing covered bargaining unit position to which the College has made a substantive change in job duties.
3. When requested in writing by the Union, the College will meet to discuss the effects of its decision to create or modify a bargaining unit position, as defined above.

If a new or modified bargaining unit position, as defined herein, is implemented by the College it shall establish a temporary pay rate and classification for the new or modified position and will notify the Union in writing. If the Union requests a meeting to discuss the established pay rate, as outlined above, and the parties are unable to reach agreement on an appropriate rate, the Union may file a grievance at Step 2 of the Grievance Procedure. If such a grievance proceeds to arbitration, the arbitrator will have

the authority to establish the new rate and such rate will be made retroactive to the date the College implemented its decision on the new or modified position. Any rate that is mutually agreed upon by the parties shall become a part of this Contract.

SECTION 14.4

AUTOMATION/RE-ORGANIZATION

The College shall notify the Union and the affected employee(s), in writing, at least fifteen (15) days prior to a reorganization or change in unit positions due to automation or technological change.

When changes in operation due to automation or technological changes occur or when reorganization of bargaining unit positions or work is proposed, the college shall give first consideration to the utilization of affected employees in the changed operation.

Upon receipt of the fifteen (15) day notification cited above, if the Union wishes to discuss the effects of the College's decision regarding automation or technological changes on bargaining unit members, it shall so notify the College in writing and the parties shall meet at a mutually agreeable date and time as soon thereafter as possible. Nothing in this paragraph/section shall prevent the College from implementing the proposed changes.

SECTION 14.5

PART-TIME EMPLOYEE PROMOTION PREFERENCE

Part-time employees shall be given preference over outside applicants when filling permanent full-time vacancies provided they have a combination of education, training, experience and a satisfactory work record which, in the opinion of the College, is at least equivalent to such outside applicants. If two or more part-time bargaining unit members have applied for a vacant full-time position, possess a combination of education, training, experience and satisfactory work records which are at least equivalent to outside applicants, preference for the vacant full-time position will be given to the bargaining unit member having the greatest seniority.

**ARTICLE XV
LIGHT DUTY**

SECTION 15.1

When possible, at the discretion of the College, light duty work shall be made available for employees with illnesses or injuries which require light duty as determined by a physician.

**ARTICLE XVI
WORK SHIFT OPENINGS AND POSITION VACANCIES**

SECTION 16.1

SHIFT OPENING

When a shift opening occurs because of the departure of a bargaining unit member or because a new shift opening has been created, full time employees will have the opportunity to use their seniority to transfer into the shift prior to it being advertised. The Chief shall notify bargaining unit members of the transfer opportunity and interested employees will have five (5) working days from such notification to indicate their interest to enter a new shift. The most senior full time bargaining unit member by campus who has indicated such an interest to transfer will be awarded the shift opening. The vacancy that results from the transfer(s) will be the one which is advertised or a new hire.

SECTION 16.2

POSITION VACANCY

When a vacancy occurs, full-time employees will have the opportunity to use their seniority to transfer into the vacant position prior to it being advertised. Once the Chief has received authorization to fill the vacancy, s/he shall notify bargaining unit members of the opportunity and interested employees will have five (5) working days from such notification to indicate their interest to the Chief. The most senior full-time bargaining unit member who has indicated such an interest in the vacancy will be awarded the vacant position. *(Please reference Article 17, Transfers.)*

Employees with written reprimands or above will not be considered for shift openings and/or position vacancies for a period of one year from the incident.

**ARTICLE XVII
TRANSFERS**

SECTION 17.1

Any bargaining unit member that accepts a transfer to another campus location will be restricted from bidding on a new position for a period of one (1) year from the date he/she accepted a transfer position to their new location.

**ARTICLE XVIII
WORK RULES AND PROTECTIVE EQUIPMENT**

SECTION 18.1

WORK RULES

Whenever the College changes work rules, or develops new work rules, the Union will be given at least thirty (30) days' notice* before the implementation of such changes; unless waived by mutual written consent of the parties. Upon written request from the Union, the parties shall meet prior to implementation to discuss such matters. A copy of the new or changed rules will be posted or given to the affected employees before the changes take place.

***The thirty (30) days' notice may be waived with mutual written consent of the parties.**

SECTION 18.2

UNIFORMS

Uniform will be worn in accordance with Safety & Security Department Uniform Wear Standards.

Upon ratification of this Agreement, the College shall provide the following for Safety and Security Officers/Dispatchers:

Full-time Officers will receive at hire:

- 5 Polyester Trousers
- 5 shirts (May choose between long sleeve or short sleeve)
- 1 Tie
- 1 Tie clip
- 1 Badge
- 1 Whistle
- 1 Whistle Chain
- 1 Parka or 3-season jacket (Parka in winter, 3-season in summer)
- 1 nylon Duty Belt
- 4 nylon belt keepers
- 1 nylon key holder
- 1 nylon glove pouch
- 1 ASP
- 1 ASP Holder
- 1 OC
- 1 OC nylon holder
- 1 pair handcuff
- 1 nylon handcuff holder

Part-time Officers will receive at hire:

- 3 Polyester Trousers
- 3 shirts (long sleeve in winter, short sleeve in summer)
- 1 Tie
- 1 Tie clip

- 1 Badge
- 1 Whistle
- 1 Whistle Chain
- 1 Parka or 3-season jacket (Parka in winter, 3-season in summer)
- 1 nylon Duty Belt
- 4 nylon belt keepers
- 1 nylon key holder
- 1 nylon glove pouch
- 1 ASP
- 1 ASP Holder
- 1 OC
- 1 OC nylon holder
- 1 pair handcuff
- 1 nylon handcuff holder

Full Time Dispatchers will receive at hire:

- 5 Polyester Trousers
- 5 “Golf” shirts (May choose between long sleeve or short sleeve)
- 1 Parka or 3-season jacket (Parka in winter, 3-season in summer)

Part Time Dispatchers will receive at hire:

- 3 Polyester Trousers
- 3 “Golf” shirts (long sleeve or short sleeve)
- 1 Parka or 3-season jacket (Parka in winter, 3-season in summer)

Officers currently in probation will receive a full allocation of uniforms as described above upon ratification of this contract.

Safety & Security officers may wear their own duty belt with approved written consent by the Chief. Officers who prefer leather duty gear may pay the difference in cost.

SECTION 18.3

BIKE PATROL

Officers interested in bike patrol assignment(s) must indicate interest in writing to the Chief by February 15th of each calendar year. An annual physician’s statement will need to be submitted with notice of interest.

Bike Patrol Officers will be issued the following upon completion of International Police Mountain Bike Association (IPMBA) training:

- 2 Zip-off bike pants
- 3 Bike shirts
- 1 Helmet
- 1 Bike jacket

SECTION 18.4

ALLOWANCES

A clothing allowance will be issued to officers at the time of hire in addition to the uniform outlined in Section 17.2. If hired prior to July 1 the officer will receive the full amount outlined below. If hired after July 1 the officer will receive one half of the amount outlined below

Full time officers will receive a *\$500.00 clothing allowance to be used during each calendar year of the contract.

Part time officers will receive a *\$200.00 clothing allowance to be used during each calendar year of the contract.

Full time dispatchers will receive a *\$150.00 clothing allowance to be used during each calendar year of the contract.

Part time dispatchers will receive a *\$50.00 clothing allowance to be used during each calendar year of the contract.

Officers/dispatchers may choose to purchase approved items as listed in Appendix A.

Officers who wish to purchase items not on the vendor list must have the approval of the Chief of Security for the item and if approved must present the receipt within 90 days of purchase.

It is the responsibility of the officer/dispatcher to manage this clothing allowance to make certain they have the needed items for shift.

Upon separation from the College, the employee must return the following items:

- Weapons
- Holders
- Handcuffs and Case
- Patches
- Badge

Every calendar year of the contract, a review of the procedures and allocations will take place by the Labor-Management Committee

*A procedure will be established by the Chief to track allocations on a calendar year basis.

**ARTICLE XIX
CONTRACTING FOR SERVICES**

SECTION 19.1

COLLEGE RIGHTS

The parties recognize that the College may contract out or subcontract work in the Department of Public Safety or utilize temporary employment, where present employees do not possess the skills or sufficient numbers to perform the required work.

SECTION 19.2

EMPLOYEE RIGHTS

In the event of such contracting out or subcontracting, the College will insure that no employee is laid off or takes a reduction in pay or hours as a result thereof.

SECTION 19.3

RESIGNATION, TERMINATION OR RETIREMENT

If, due to resignation, termination, or retirement of any present bargaining unit members the College decides to subcontract these jobs, it shall provide the Union with reasonable notice and allow the Union to negotiate provisions that would potentially eliminate the need for the subcontracting.

ARTICLE XX
REDUCTION IN FORCE AND RECALL

SECTION 20.1

REDUCTION

Whenever in the judgment of the College it is necessary to reduce the workforce, those non-probationary employees in the bargaining unit in the classification(s) affected shall be laid off on the basis of each individual's seniority, attendance and disciplines, provided the remaining employees have the ability to perform the services required. In reducing the workforce, the following conditions shall apply:

- (a) temporary employees shall be laid off first, followed by
- (b) seasonal employees
- (c) student workers
- (d) probationary employees
- (e) part-time employees

all prior to the layoff of any full-time employees within an affected classification, unless the temporary, seasonal, part-time or probationary employee is the only qualified person to fill the job he/she is holding. At the time of the layoff announcement, the College will provide the Union with a current seniority list for the bargaining unit.

The seniority list shall list all bargaining unit members in order of greatest "seniority rating" to least. "Seniority rating" shall be defined as the difference of the number of continuous years of Owens Community College service and the sum of call offs and discipline occurrences for the last 365 days. The following formula shall be used:

Call offs- each single call off day shall be worth one quarter (1/4)

Discipline- any discipline up to a verbal warning is worth one quarter (1/4), any discipline up to a written reprimand is worth one half (1/2), and any discipline up to suspension with or without pay shall be (3/4).

For example:

Joe has 12 years of continuous years of service and in the last 365 days Joe has had two (2) single day call off days, and no discipline. Joe's "seniority rating" would be 11.5:

$$12 - (1/4 + 1/4) = 11.5$$

Jill has 5 years of continuous years of service and in the last 365 days Jill has had one (1) single call off day and a verbal warning and a written reprimand. Jill's seniority rating would be 4.

$$5 - (\frac{1}{4} + \frac{1}{4} + \frac{1}{2}) = 4.$$

SECTION 20.2

NOTIFICATION

Where practical, the College will give written notification of the layoff decision to the employee(s) affected and the Union thirty (30) calendar days in advance of the effective date.

SECTION 20.3

RECALL

Whenever, in the judgment of the College, it is necessary to increase the work force in a job classification(s) following a layoff, employees will be recalled in order of seniority within their classification(s) provided that the recalled employee(s) has the ability to perform the available work.

SECTION 20.4

CURRENT ADDRESS

A laid off employee is responsible for keeping the College informed of his/her current address. Notices of recall will be sent to employees by certified mail at the last address the College has on record for an employee. The recall notice shall inform the employee of the details of the recall assignment.

SECTION 20.5

AVAILABLE POSITIONS

An available position will be awarded to the most senior employee in the classification(s) subject to recall who indicates his/her acceptance of recall within fourteen (14) days from receipt of the notice of recall.

SECTION 20.6

RECALL RIGHTS

Affected employees will have recall rights for not more than one (1) calendar year from the effective date of the layoff. An employee who is issued a notice of recall, as outlined herein, who refuses the recall assignment shall be removed from the recall list, lose all accumulated seniority, and have his or her employment with the College terminated as a resignation.

SECTION 20.7

COMPENSATION

An employee who is recalled to his/her former position shall be compensated at his/her former rate of pay, plus any additional increases provided during the layoff period. Following recall from layoff, an employee shall retain all seniority accumulated prior to the layoff.

**ARTICLE XXI
COMPENSATION**

SECTION 21.1

WAGE INCREASES

Effective January 1, 2012, each bargaining unit member shall receive a two and one half percent (2.5%) increase to their present hourly wage rate to be added to their base. The minimum and maximum of the pay grade will also be adjusted by two and one half (2.5%) percent.

Effective January 1, 2013, each bargaining unit member shall receive a two and one half percent (2.5%) percent increase to their present hourly wage rate to be added to their base. The minimum and maximum of the pay grade will also be adjusted by two and one half (2.5%) percent.

Effective January 1, 2014, each bargaining unit member shall receive a two and one half percent (2.5%) increase to their present hourly wage rate to be added to their base.

SECTION 21.2

SHIFT DIFFERENTIALS

Reference: MOU Shift Differentials dated: 8/20/2010
Second (2nd) shift employees will receive thirty cents (.30¢) per hour more added to their hourly wage rate. Second (2nd) shift employees are those that are designated by the six (6) month schedule. At least fifty (50%) percent of the hours worked must be worked within the designated 2nd shift time frame in order to receive differential pay.

Third (3rd) shift employees will receive sixty (.60¢) per hour more added to their hourly wage rate. Third (3rd) shift employees are those that are designated by the six (6) month schedule. At least fifty (50%) percent of the hours worked must be worked within the designated 3rd shift time frame in order to receive differential pay.

Weekend employees will receive forty-five cents (.45¢) per hour more added to their hourly wage rate. Weekend employees are those that are designated by the six (6) month schedule. This weekend differential is to be in addition to any other shift differentials for these designated hours only (Saturday 0001 - 2359 Sunday). At least fifty (50%) percent of the shift must be worked in order to receive differential pay.

Lead Officers will receive seventy-five cents (.75¢) per hour more added to their hourly wage rate.

ARTICLE XXII - ATTENDANCE INCENTIVE

SECTION 22.1

PERFECT ATTENDANCE

A bargaining unit member who has perfect attendance in any quarter of the year shall receive \$125.00 attendance incentive pay. Perfect attendance in each subsequent quarter shall also pay, at the end of the year, the following bonuses:

2 Consecutive quarters of perfect attendance = \$50 bonus.

90	180		
----	-----	--	--

\$125 \$125 + \$50 Bonus = \$300 Total

3 Consecutive quarters of perfect attendance = \$125 bonus.

	90	180	270
--	----	-----	-----

\$125 \$125 \$125 + \$100 Bonus = \$475 Total

4 Consecutive quarters of perfect attendance = \$250 bonus

90	180	270	360
----	-----	-----	-----

\$125 \$125 \$125 \$125 + \$250 Bonus = \$750 Total

Absences

Should a bargaining unit member acquire one absence during any quarter of the year, s/he will receive \$100.00 in attendance incentive pay.

The Attendance Incentive year commences January 1 and ends December 31.

**ARTICLE XXIII
BENEFITS**

SECTION 23.1

MEDICAL PROGRAM

Bargaining Unit Members hired on/or after January 1, 2006 will be eligible for the College's medical benefits program effective the first of the month following the month of employment.

Example: January hire
 Medical benefits effective February 1st

Effective January 1, 2010

Prescriptions will be \$2 generic, \$25 name brand, \$45 non-preferred name brand

Effective January 1, 2012, the current program,

Appendix B will reflect the following changes:

Benefits/Health Care:	Plan design for those earning \$42,000 and less
Co-Insurance:	In network: 90/10 Out of network: 70/30
Deductible:	\$ 400/\$800
Out of Pocket Max	\$1,200/\$2,400 *

Effective January 1, 2013

Benefits/Health Care:	Plan design for those earning \$42,000 and less
Co-Insurance:	In network: 85/15 Out of network: 70/30
Deductible:	\$ 500/\$1,000
Out of Pocket Max	\$1,500/\$3,000*

Effective January 1, 2014

Benefits/Health Care:	Plan design for those earning \$42,000 and less
Co-Insurance:	In network: 80/20 Out of network: 70/30
Deductible:	\$ 750/\$1,500
Out of Pocket Max	\$1,800/\$3,600*

*NOTE: Out of Network @ 2x

Effective January 1, 2013

Employee Contribution: 11% of COBRA cost

Effective January 1, 2014

Employee Contribution: 12% of COBRA cost

Unless otherwise listed above, all current benefits shall remain the same for the life of the contract.

SECTION 23.8

OPT-OUT

Those having and providing proof of insurance coverage elsewhere may opt-out. Those that opt-out will share in 10% of the savings to the College. Administrative details to be determined by the Labor-Management Committee.

**ARTICLE XXIV
VACATION**

SECTION 24.1

FULL-TIME EMPLOYEES

Members of the bargaining unit shall accrue vacation Leave at the end of the first full month of service.

Employees on unpaid leave shall not accrue vacation leave during such an absence unless they work at least 50% of the scheduled work days for that month.

Vacation shall be accrued at the following rates:

1. Employees will for their first five years of service receive twelve (12) vacation days (96 hours) per year, which represents a monthly accrual of 8 hours per month.
2. At the completion of the employee's fifth year of service, the monthly accrual rate will be revised to eleven and thirty three hundredths (11.33) hours per month so that at the end of the sixth year the employee will have accrued seventeen (17) days (136 hours) vacation per year.
3. At the completion of the employee's tenth year of service, the monthly accrual rate will be revised to fourteen and sixty-seven hundredths (14.67) hours per month so that at the end of the eleventh year the employee will have accrued twenty two (22) days (176 hours) vacation per year.
4. At the completion of the employee's twenty-fifth year of service, the employee will be entitled to twenty-five (25) days (200 hours) of vacation each year.

Vacation requests should be submitted within 72 hours of the requested date and the College should respond by the end of the 72-hour period. Should the College fail to respond to the request within the 72-hour period, an additional vacation day will be granted to the requestor.

Vacation leave may be taken in one-half ($\frac{1}{2}$) hour increments. If you take a day off, the number of hours used will be equal to the number of hours that you were scheduled to work on that day. Vacation time can only be used after it has been earned. Maximum accrued vacation, which can be carried over from one fiscal year to the next fiscal year, cannot exceed two (2) years of vacation accrual.

Employees who transfer from a less-than-twelve-month position to a twelve month position will have their years of service counted toward the calculation of the appropriate accrual. Vacation accrual for the twelve-month assignment will begin at the end of the first full month of service in the twelve-month assignment.

SECTION 24.2

PART-TIME EMPLOYEES

Part-time, twelve-month employees will, for the first Five (5) years of service, receive six (6) vacation days (forty-eight hours) per year, which represents a monthly accrual of four (4) hours per month.

After the completion of the fifth year of service, the monthly accrual rate will be revised to 5.67 hours per month so that at the end of the sixth year the employee will have accrued 8.5 days (sixty-eight hours) vacation per year.

At the completion of the employee's tenth year of service, the monthly accrual rate will be revised to 7.33 hours per month so that at the end of the eleventh year the employee will have accrued eleven days (eighty-eight hours) vacation per year.

Newly hired part-time employees working less than twenty hours per week will not accrue vacation time.

**ARTICLE XXV
HOLIDAYS**

SECTION 25.1

Holiday assignments shall be based on those holidays falling within the period requested by the bargaining unit member during the rotational bidding process. The most senior officer (security and communication) on the schedule will have the opportunity to decline the holiday assignment. The opportunity to decline the holiday assignment will continue in seniority order.

No later than sixty (60) days prior to a holiday or a holiday period the College shall provide a holiday work log. Each member will be given fourteen (14) days, security officer and communications officer, to make his/her holiday requests known through the log. No later than thirty (30) days prior to a holiday or holiday period the College shall post the holiday work schedule.

The person accepting the opportunity to work the holiday will have the choice of working the holiday and being paid at the rate of two times his/her base salary or working the holiday at 1½ times his/her base salary and selecting an alternate day as a holiday.

Employees shall work the scheduled workday before the holiday and the scheduled workday following the holiday in order to get paid for the actual holiday if scheduled to work the holiday. The only exception is authorized time off.

The following days are designated as paid holidays for full time employees:

Martin Luther King Day

Effective 5/10/12 delete Mid-Semester Break (replace with Veterans Day - **Reference MOU Holidays dated 6/27/2011**

Mid-Semester Break (Friday before spring break)

Memorial Day

Labor Day

Independence Day

Veterans Day (Effective Year 2012)

*Wednesday before Thanksgiving Day

Thanksgiving Day

*Friday following Thanksgiving

Christmas Eve

Christmas Day

*All weekdays between Christmas Day and New Years Day

New Years Day

***Reference MOU Holiday Pay dated 2/05/2010**

During the pay period following the December holiday break, or any recognized holiday, the Chief will maintain records outlining a list of those employees who worked the holiday and want time and a half plus equivalent straight time for those days/hours worked, and those who worked the holiday and wish to be paid at the double time rate. Individuals working the holiday must submit a form indicating preference of payment with their time card.

* Part-time employees shall receive holiday time equal to the amount of Owens designated holiday time in a pay period, (at minimum, holiday time equal to the amount of days the employee is scheduled; at maximum, holiday time equal to the number of days the employee worked).

The College recognizes that there are religious Holidays that are not currently OCC holidays. Employees who wish to observe their religious holiday may do so by utilizing their accrued vacation time or personal leave. In cases when vacation or personal leave is not available a leave of absence without pay may be permitted.

***Reference: Letter of Administrative Intent: Holiday Pay dated 6/02/08**

**ARTICLE XXVI
LEAVES**

SECTION 26.1

SICK LEAVE

1. At a minimum, sick leave, vacation and personal leave, etc. must be scheduled seventy-two hours in advance where possible. Each employee is entitled to fifteen (15) days of sick leave per year accumulated at the rate of one and one-fourth (1-1/4) days (120 hours) for each completed month service. The maximum days accumulated shall be two hundred sixty (260) days. A committee shall be established to determine if employees are excessively using sick leave. This committee will be composed of two people from Human Resources, chosen by the Vice President of Human Resources and two employees chosen by the Safety & Security Union. This committee will determine if an employee is suspected of excessively using sick leave. If it is determined by this committee that a bargaining unit member has been excessively using sick leave, Human Resources will send out a notice to that employee stating the need for change in their use of sick leave.

This notice will indicate that any future absence for the next six months must be accompanied by medical documentation that states the employee is/was “unable to work.” Should the employee suffer an absence for which they do not or can not obtain the medical documentation, they will be given a letter of reprimand that states that any absences from that date forward for the next twelve (12) months will require the same documentation (a physician’s statement indicating the employee was “unable to work”).

Should the employee suffer a second occurrence without proper medical documentation, that employee will receive a three-day suspension without pay. In addition, the employee will be advised that any other absences from that date forward for the next eighteen (18) months will require the same medical documentation (a physician’s statement indicating the employee was “unable to work”).

Should the employee suffer a third occurrence without proper documentation within this eighteen (18) month period, the employee will be terminated subject to the grievance procedure.

Any medical documentation stating an employee is “unable to work” may be subject to independent third-party examination.

2. All employees newly hired to the College shall be granted

five (5) sick leave days. These days are construed as being concurrent with, but not in addition to, the days allowed in A. 1.

Any employee whose personal illness extends beyond the period of compensation provided by the accumulated leave provisions may be granted a leave of absence without pay for no longer than 90 days.

3. Accrued credits shall be allowed to employees transferring their employment from other governance boards of educational institutions or political subdivisions in Ohio and contiguous states, provided said credits have been computed under the minimum requirement of the laws of the state of Ohio.
4. Causes for absence from employment covered by sick leave. Sick leave may be taken in one-half (1/2) hour increments and shall be allowed for a period not to exceed an employee's accumulated sick leave account but with the limitation hereinafter stipulated and for the following causes:
 - a. Personal doctor appointments and doctor appointments for parents and/or immediate family members living in the household where the employee's absence is required and when possible, an employee shall attempt to flex his/her schedule or otherwise attempt to schedule appointments to cause the least impact on the employee's work day.
 - b. Illness including pregnancy prior to the birth of the child and the duration of the illness. An employee who has been absent for four (4) or more consecutive working days because of an illness, must submit to the human resources office a physician's statement indicating that the employee has restrictions or no restrictions. An employee released to work with restrictions may only return to work in accordance with procedures adopted by the Office of Human Resources and if the College can reasonably accommodate such restrictions.
 - c. Injury and the duration of the illness.
 - d. Exposure to contagious disease until the quarantine is lifted.
 - e. Death of an aunt or uncle. One day for each death, maximum of three (3) days per year.

- f. Death of a close friend, distant relative or neighbor not to exceed 2 days per year.
 - g. Hospitalization/Illness/Injury in the employee's family subject to verification by the College.
5. Failure to report illness or neglecting to notify the immediate supervisor may result in forfeiture of the sick leave benefit. Falsification of information shall be grounds for disciplinary action up to and including dismissal.
 6. Family and medical leave will run concurrent with sick leave usage.
 7. An employee having ten (10) or more years of service at the College who resigns from the College to retire directly into SERS is eligible to be paid in cash for one-fourth (1/4) of the value of his/her accrued, but unused sick leave upon retirement. Such payment shall be based on the employee's rate of pay at the time of retirement and shall be considered to eliminate all sick leave that has been accrued by the employee at that time. The maximum payment, which may be made under this provision, is one-fourth (1/4) of two hundred sixty (260) days.

SECTION 26.2

BEREAVEMENT LEAVE

During a calendar year up to a maximum of four (4) days will be granted for this leave for each occurrence. If under special circumstances, up to an additional three (3) days may be granted, chargeable to sick leave. These four (4) days will not accumulate and will not be deducted from sick leave. These days may be used for the death of a father, mother, father-in-law, mother-in-law, stepparent, spouse, children, stepchildren, stepbrother, stepsister, grandparents, grandchildren, sister, brother, and any relative who lives continuously with the employee.

SECTION 26.3

FAMILY MEDICAL LEAVE ACT

Employees shall be eligible for the benefits provided for under the Federal Family Medical Leave Act of 1993 and in accordance with the policies of the Human Resources Office. Such leaves shall provide for twelve (12) weeks of maintenance of medical benefits by the College, while an employee is on a leave of absence and such absence is a result of the birth or care of a child, the adoption or foster care of a child, the care of spouse, child, or parent if such individual has a serious health condition, or a serious health condition of the staff member which disables him/her from performing the functions of his/her position. For the purposes of this section, a year shall be defined as a fiscal year (July 1 through June 30).

SECTION 26.4

JURY DUTY

The College expects members of the bargaining unit to carry out their civic duty by performing jury service when called. All employees performing such service are paid their full straight time salary. Persons serving on jury duty are expected to submit confirmation of jury duty to their immediate supervisor and the Human Resources Office with the written subpoena to appear prior to the start of service, and proof of attendance at the completion of service.

SECTION 26.5

MILITARY LEAVE

Employees will be granted military leave and reemployment rights in accordance with federal and Ohio law.

Employees in the military will provide annual training schedule to the Chief. Any changes in the military training must have 14 days prior notification and a copy of the dated orders changing the training date provided.

SECTION 26.6

PERSONAL LEAVE

A limit of sixteen (16) hours per year of personal leave will be allowed. These hours will not accumulate. Personal leave should be requested only for personal business that cannot be handled at times other than during the regular work or sleeping hours. The request form must indicate the estimate of the number of hours you will be off. Reason for the leave will not be required. Unless in the case of emergency, the leave will be denied if the request is not done in advance on the Personal Leave Form and submitted to the immediate supervisor. One copy of the form will be returned to the employee noting the approval of the request. Personal leave will be granted in one-half (½) hour increments.

SECTION 26.7

LEAVE WITHOUT PAY

Any employee who requests time off without pay must file a "Leave without Pay" form with the Chief at least seventy-two (72) hours in advance of the requested time off. This form would cover unpaid maternity leave, unpaid sick leave, etc. Unpaid leave may only be requested in half-day (4 hour (5 hour)) or full day (8 hour (10 hour)) increments. Leave without pay may only be used after accrued vacation and personal leave (except for the Catastrophic Leave Process, one (1) week reserved) have been exhausted and the employee has documented with Human Resources the medical or emergency situation which has led to the request. Leave without pay shall not be extended to an employee to increase or extend paid sick, vacation and/or personal leave benefits.

SECTION 26.8

MATERNITY LEAVE

A leave of absence will be provided for childbirth under the auspices of the Family Medical Leave Act. Any female who does not qualify under the F.M.L.A. will be provided up to six (6) weeks of unpaid leave of absence following the birth of the child. A female, in lieu of unpaid leave, may use any of her accumulated sick leave for this specified leave period.

SECTION 26.9

PATERNITY LEAVE

A leave of absence will be provided for childbirth under the auspices of the Family Medical Leave Act. Any male who does not qualify under the F.M.L.A. will be provided up to three (3) weeks of unpaid leave of absence following the birth of his child. A male, in lieu of unpaid leave, may use any of his accumulated sick leave for this specified period.

SECTION 26.10

CATASTROPHIC SICK LEAVE PROCESS

This sick leave program will be established only for the members of this bargaining unit. When an employee who is currently absent due to a catastrophic long-term illness or accident (catastrophic long-term illness/accident is defined as one in which the resulting absence has been at least a month or more) has exhausted all of his/her accumulated sick leave, and is not yet eligible for S.E.R.S. disability, said employee may apply to the Sick Leave Program Committee for contributions of sick leave from this program. This committee will be comprised of two (2) members chosen from the Labor & Employee Relations/Human Resources Unit, chosen by the Vice President of Labor & Employee Relations and two (2) employees chosen by the Owens Federation of Safety and Security Employees.

Employees may reserve up to one Week of vacation provided they have accrued forty (40) hours at time of request.

Anyone who wishes to avail themselves of this program may be subject to an independent third-party medical examination for purposes of verification of the catastrophic situation.

All contributions will be allocated to a specific individual.

All Sick Leave Program Committee decisions must be decided by a majority.

Upon Approval of the application by the Sick Leave Program Committee, Labor & Employee Relations will send out a notice of this application to the membership.

Members of the bargaining unit may contribute unused sick leave to this program for use on this application with the following limitations:

- a. Employees with 1,200 hours (150 days) or more accumulated sick leave may contribute up to 30% (45 days) of their accumulation.
- b. Employees with 600 to 1,199 hours (75 – 149.9 days) or more accumulated sick leave may contribute up to 25% (37.5 days) of their accumulation.
- c. Employees with less than 600 hours (75 days) of accumulated sick leave may contribute up to 10% (7.5 days) of their accumulation.
- d. The decision to contribute any sick leave accumulation is entirely up to the employee.

The amount of the accumulation that is contributed by an employee will be deducted from the employee's sick leave balance and cannot be recovered.

The College reserves the right to request certification from the treating physician as to the on-going prognosis. The employee will provide a signed release so the College may receive information regarding the employee (medical prognosis).

Upon retirement, should the receiving individual carry a balance from the contribution in addition to his/her earned leave accrual, the individual shall not incur a payoff higher than the normal allocation accrual rate.

Once an individual has made application and drawn from the program, that person is restricted from applying and/or drawing from the program for a period of three years from the date of their return to work.

No individual may contribute more than is allocated in #6 over a period of three (3) years beginning with the first date of contribution.

The Sick Leave Program Committee will decide any circumstances that are not covered by this section related to the sick leave program.

No recipient of contributions may receive contributions greater than the number of days that they may have accrued up to the date of applying from the Catastrophic Sick Leave Program.

SECTION 26.11

UNION LEAVE

The College shall grant release time to be used by individuals designated by the Union. Such release time may be used for the purpose of presenting grievances, representation at disciplinary hearings as outlined herein, to attend meetings called by management, and other meetings that may otherwise be defined in the contract. Individuals shall be named by January 31st of each year. The number of individuals named shall not exceed five (5). The College shall grant up to a maximum of five (5) release days total for Union members to attend AFT and OFT conventions, conferences, or meetings without loss of pay. If more than fifteen days are used, the cost of replacements will be reimbursed by the Union, if replacements are necessary.

**ARTICLE XXVII
TRAINING**

SECTION 27.1

TRAINING OFFICER

Any officer/dispatcher who is designated by the Chief as a Training Officer/Dispatcher shall receive a \$1.50/hour increase in base salary for the shift. To be eligible for Training Officer/Dispatcher pay, the designated officer/dispatcher must have passed probation.

SECTION 27.2

FIRST RESPONDER INCENTIVE

A bargaining unit member who obtains and maintains certification as a First Responder shall be paid at a rate \$.50/hour higher than the base rate established for the individual. A new employee who holds certification as a First Responder will be hired in at a rate that is \$.50/hour higher than the base rate established for the position. Employees who are paid at the higher rate who do not maintain his/her certification shall have his/her base pay adjusted down \$.50/hour. Proof of certification must be provided to supervisor initially and upon recertification.

SECTION 27.3

**EMERGENCY MEDICAL TECHNICIAN
CERTIFICATION INCENTIVE**

A bargaining unit member who obtains and maintains certification as an Emergency Medical Technician (EMT) shall be paid at a rate \$1.50/hour higher than the base rate established for the individual. A new employee who holds certification as an EMT will be hired in at a rate that is \$1.50/hour higher than the base rate established for the position. *Employees who are paid at the higher rate who do not maintain his/her certification shall have his/her base pay adjusted down \$1.50/hour.

Proof of certification must be provided to supervisor initially and upon recertification.

The union will have input as to the selection of training officer/ dispatcher.

***Reference: Memorandum of Understanding dated
9/27/07**

**ARTICLE XXVIII
EMPLOYEE TRAINING AND STAFF DEVELOPMENT**

SECTION 28.1:

The College recognizes the need for training and development of employees to provide more efficient and effective services and to develop their skill and potential. In recognition of such principle, the College shall provide employees with orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in employee's work assignments and periodic changes therein, including where applicable, procedure manuals and mandatory training as listed in the Department of Public Safety Standards of Training. The Union shall be consulted to schedule a mutually agreed upon training schedule and be given at least 30-days notice of training (The thirty (30) days' notice may be waived with mutual written consent of the parties.).

The College and the Union agree to work collaboratively through the Labor Management Committee and the Work Group to:

1. Develop a list of mandatory and optional trainings provided by the College.
2. Develop a list of minimum trainings according to job classification.
3. Develop standards of training using national/state/local regulations.
4. Develop a stand of who is qualified to deliver training.
5. Develop a calendar of trainings. The calendar will be posted on the roll call board. When changes are made all officers shall be given notice.
6. The list of trainings and the calendar will be included in the Department of Public Safety of Standards Manual.
7. Annually review and update the training manual and calendar as needed.
8. Develop a standard and timeline to provide addition opportunity of training for those officers who unsuccessfully complete mandatory training.

The College shall make available and maintain the Department of Public Safety Standards of Training Manual in a centrally located area. Access to the manual will be made available to all officers via paper and/or electronic copy.

All trainings provided by the College shall be scheduled during regular work hours. When an officer is required to attend/participate in a mandatory training during a non-regularly scheduled work time they will be compensated at

their regular hourly rate of pay or at time and one half when applicable.

The College may make available to employees the opportunity to attend approved off-campus training, with the approval of the Chief and completion of all required documentation, at the expense of the College with no loss of pay. When an officer attends an approved off-campus training it is the responsibility of the officer to provide a copy of proof of attendance or certificate of complete if applicable.

All documentation of on-campus and off-campus trainings provided by the College shall be maintained by the College. A certificate of completion shall be placed in each officer's training file.

All probationary officers must meet all training standards/proficiency check off prior to working shifts without trainer supervision.

SECTION 28.2:

PROFESSIONAL DEVELOPMENT PLAN

Employees wishing to receive reimbursement under the Professional Development Plan, must pursue a program, workshop or conference which is either directly related to their current position or which is designed to improve their qualifications for transfer to other positions at the College. The College will reimburse for travel, housing, meals, and fees. The College will budget an amount of six thousand dollars (\$6,000) collectively, each fiscal year for the employees stated in the Recognition Article.

In addition, the College recognizes the need for ongoing staff development that is designed in accordance with the following principles:

- A. Employees may apply for staff development money.
- B. Any employee wishing professional development support will submit their request to the Chief of Security. The Chief shall indicate in writing recommendations for approval.
- C. All decisions regarding staff development shall be made consistent with the operational demands of the department and college wide policy and procedure.
- D. Employees who have completed probation and who wish to enroll in the Police Academy (OPOTA) must contract to work for Owens Community College for a period of one year following the completion of training or they are obligated to repay the College for all expenditures granted toward the

program and such reimbursement will be taken from the last available pay checks. Previous department employment will be counted toward the one-year obligation.

**ARTICLE XXIX
EMPLOYEE TUITION**

SECTION 29.1

TUITION WAIVER

Full and part-time bargaining unit members shall be allowed to enroll in classes and have tuition waived under the same conditions and requirements as apply to all other College employees, as set forth in the Fund Transfer policy.

SECTION 29.2

EDUCATIONAL ASSISTANCE PROGRAM

Full and part-time bargaining unit members shall be allowed to apply for reimbursement under the Staff Education Assistance Program. The College will budget an amount of six thousand dollars (\$6,000) each fiscal year for the employees stated in the recognition article to be used in accordance with the College's Educational Assistance Program (SEAP) guidelines.

ARTICLE XXX
INCLEMENT WEATHER/EMERGENCY CLOSING

SECTION 30.1

If an employee reports to work and the College is thereafter closed due to an unscheduled closing, the employee shall continue his/her shift until relieved by his/her immediate supervisor. * If not released, the employee shall be paid for the balance of the work shift at the rate of one and a half (1-1/2) times the employee's regular rate and straight time if such employee is relieved from duty before the end of the shift.

If an employee has not yet reported to work prior to the College's closing, he/she will be notified by the immediate supervisor whether he/she will be required to report. An employee who is required to report for his/her regular shift will be paid at the rate of one and one-half times the employee's regular hourly rate for all hours worked by the employee on that day. An employee who is directed not to report to work on such a day shall receive eight (8) hours of pay at the employee's straight time hourly rate.

***Reference: Letter of Administrative Intent: Inclement Weather/emergency Closing dated 6/02/08**

**ARTICLE XXXI
SEVERABILITY**

SECTION 31.1

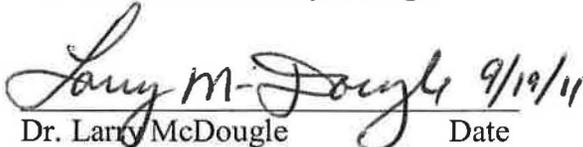
It is the intent of the college and the Union that this Agreement comply in every respect with applicable legal statutes. If any section or part thereof is declared invalid, or in conflict by a court of legal jurisdiction, that section or part thereof shall be null and void and shall not affect the validity of the remaining parts of sections of this Agreement. In the event any section or part thereof is declared invalid or in conflict, the college and the Union shall meet within ten (10) business days for the purpose of negotiating a lawful alternative provision.

**ARTICLE XXXII
DURATION**

Section 32.1 This Agreement shall be effective **November 7, 2011**, and shall expire at 11:59 p.m. on **November 6, 2014**.

Section 32.2 Upon timely written notice of an intention to re-open negotiations, an initial conference will be arranged no later than forty-five (45) day prior to the termination date of the Agreement. Nothing in this section shall be deemed to prevent an agreement between the College and the Union to extend the termination date.

For Owens Community College:



Dr. Larry McDougale Date
President



Gene Lapko Date
VP, Labor & Employee Relations

For the Ohio Federation of Teachers:



Tracey Paradyse Date
President Safety & Security Union



Kim Luther Date
Coordinator of Field Services

APPENDIX A
APPROVED ITEMS FOR CLOTHING ALLOWANCE PURCHASE

Black uniform trousers
Gray uniform shirts (military style)
Black shoes/boots (must be able to be shined)
Black gloves
Rain coat
Turtleneck/dickie
Commando sweater
Insulated under gear
Flashlight
Fleece Jacket (dispatchers)
Winter Coat
Wind breaker
Duty gear
Leather belt (under duty belt)
Fur trooper hat
Nylon Cap (winter)
Campaign Cover (trooper hat)
Tailoring charges

**APPENDIX B
BENEFITS PLAN PROVISIONS**

Self Insured	Partially
Office Visit Co-Pay	\$20
Drug Coverage	\$ 2.00 co-pay (generic) \$25.00 co-pay (brand name) \$45.00 co-pay (non-preferred brand name)

Effective January 1, 2012

Employee's Salary 0-\$42,000

Employee Contribution:	10% of COBRA cost	
Deductible	<u>In Network</u>	<u>Out of Network</u>
Single	\$400	\$ 800
Family	\$800	\$1,600
Co-Insurance	<u>In Network</u>	<u>Out of Network</u>
	90%/10%	70%/30%
Out of Pocket Max	\$1,200 Single/\$2,400 Family*	

Effective January 1, 2013

Employee's Salary 0-\$42,000

Employee Contribution:	11% of COBRA cost	
Deductible	<u>In Network</u>	<u>Out of Network</u>
Single	\$500	\$1,000
Family	\$1,000	\$2,000
Co-Insurance	<u>In Network</u>	<u>Out of Network</u>
	85%/15%	70%/30%
Out of Pocket Max	\$1,500 Single/\$3,000 Family*	

Effective January 1, 2014

Employee's Salary 0-\$42,000

Employee Contribution:	12% of COBRA cost	
Deductible	<u>In Network</u>	<u>Out of Network</u>
Single	\$ 750	\$1,500
Family	\$1,500	\$1,600
Co-Insurance	<u>In Network</u>	<u>Out of Network</u>
	80%/20%	70%/30%
Out of Pocket Max	\$1,800 Single/\$3,600 Family*	

*Note: Out of Network @2x

**Memorandum of Understanding
Between
Owens Community College and
Owens Federation of Safety and Security Employees**

It is agreed by the Owens Federation of Safety and Security (OFSS) and the College that a Full-time Bargaining Unit Member may assume an interim Non-Bargaining Staff Position and shall not forfeit seniority or any rights (Provided the employee returns to Bargaining Unit no later then the next shift bid.) accorded to an individual within the bargaining unit during the period of the interim assignment.

Part-Time Bargaining Unit Members may assume an interim bargaining unit position up to thirty-seven hours per week.

For the College:

Christa Adams 8-21-07
Christa Adams, President Date
Owens Community College

For the Union:

for the 8/16/07
Jason Zielinski Date
Owens Safety & Security Employees

Gene Lapko 8-7-07
Gene Lapko, Vice President Date
Owens Community College

Memorandum of Understanding
Between
Owens Community College and
Owens Federation of Safety and Security Employees

The Owens Federation of Safety and Security Employees and the College agree that Article XXVI: Section 26.3, Emergency Medical Technician Certification Incentive, applies to bargaining unit members who utilize their EMT skills during their work shift at the College and will be compensated (per the current contract).

Bargaining unit members who elect not to utilize their EMT skills during their work shift at the college would forego the EMT incentive rate. Those electing this option shall submit a letter stating such to their immediate supervisor and the Manager of Workers Compensation, Employee Relations and Immigration.

For the College:

Gene Lapko 9-27-07
Gene Lapko, Vice President Date
Owens Community College

For the Union:

Jason Zielinski 9/27/07
Jason Zielinski Date
Owens Safety & Security Employees

Christa Adams 10-2-07
Christa Adams, President Date
Owens Community College

Owens Community College

Letter of Administrative Intent

This Letter of Administrative Intent is made this 02 day of June, 2008, to set forth the stated intention of Owens Community College to modify the Owens Federation of Safety and Security Employee (OFSSE) contract language, and bring Article XXIV "Holiday" into alignment with the intent.

Holiday Pay

Part-time employee shall receive holiday time equal to the amount of Owens designated holiday time in a pay period, (at minimum, holiday time equal to the amount of day the employee is scheduled; at maximum, holiday time equal to the number of days the employee worked). For example:

Employee does not work the actual holiday:

- o If an employee works two eight hour days during the designated holiday time in a pay period (i.e. Thanksgiving Holiday; recognized by the College as the day before, day of, and day after Thanksgiving), then that employee would be eligible for to receive 16 hours of pay at their current rate of pay.

Employee works the designated holiday(s):

- o If said employee works the actual the holiday(s) then said employee has the choice of being paid at the rate of two times his/her base salary or working the holiday at 1½ times his/her base salary and selecting an alternate day as a holiday. (Article XXIV Section 24.1).

➤ Mandatory work holidays and/or force-over holiday

Definitions:

Mandatory work holiday

Whenever, in the judgment of the college, it is necessary to declare a mandatory holiday i.e. MLK Day the option (choice) of the individual is eliminated and the employee must work that holiday.

Force-over holiday

The option (choice) of the individual is eliminated and the employee is not released from work. Individual work hours are involuntarily extended beyond pre-scheduled holiday work hours. For example:

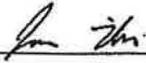
Employee "A" works the first shift of the holiday, employee "B" (second-shift) calls-off; other employees are contacted and no employee volunteers to work so employee "A" is forced-over to work.

Mandatory work holidays and/or force-over on holidays will result in holiday pay hours equal to hours actually worked (Even if the hours worked are in excess of the scheduled eight (8) hour holiday). For example:

- o An employee who works 12 hours on a "mandatory work holiday", shall receive 12 hours of holiday pay (two times or $1\frac{1}{2}$ w/alternate day as remuneration for the holiday).
- o An employee "forced-over" to work on a holiday shall receive two times the employee regular hourly rate for all hours worked.

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

For the Federation of Safety & Security Employees



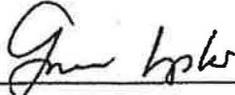
Jason Zielinski 6/2/08
President Date

For the College:



Brian Paskvan 6/12/08
VP, Administration Date

For the College:



Eugene Lapko 6.2.08
VP, Labor & Employee Relation Date

Owens Community College Letter of Administrative Intent

This Letter of Administrative Intent is made this 15 day of May, 2008, to set forth the stated intention of Owens Community College and Owens Federation of Safety and Security Employee (OFSSE) to contract Article XXIX "Inclement weather/emergency closing".

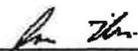
The parties agree to the following language: If an employee reports to work and the College is thereafter closed due to an unscheduled closing, the employee shall continue his/her shift until relieved by his/her immediate supervisor in accordance with seniority, based on minimum staffing requirements and the needs of the College. If not released, the employee shall be paid for the balance of the work shift at the rate of one and a half (1-1/2) times the employee's regular rate and straight time if such employee is relieved from duty before the end of the shift.

If an employee has not yet reported to work prior to the College's closing, he/she will be notified by the immediate supervisor whether he/she will be required to report in accordance with seniority, based on minimum staffing requirements. An employee who is required to report for his/her regular shift will be paid at the rate one and one-half (1½) times the employee's regular hourly rate for all hours worked by the employee on that day. An employee who is directed not to report to work on such a day shall receive eight (8) hours of pay at the employee's straight time hourly rate.

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

Furthermore, this mutual agreement shall remain in effect from this day forward and up to and until the ratification of a successor agreement.

For the Federation of Safety & Security Employees



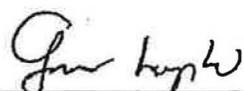
Jason Zielinski 6/2/08
President Date

For the College:



Brian Paskvan 6/12/08
VP, Administration Date

For the College:



Eugene Lapko 6-2-08
VP, Labor & Employee Relation Date

**Memorandum of Understanding
Between the Owens Safety and Security Union and Owens
Community College**

Due to the variations of regularly scheduled shifts assigned to the Department of Public Safety employees there has been confusion over the granting of holiday pay as prescribed in Article 25.

Both parties agree that all full-time employees will be paid holiday pay as past practice prescribes through January 31, 2010.

Both parties agree, effective February 1, 2010, in any week where a holiday exists, as outlined in Article 25.1, all full-time regularly scheduled employees will not be paid less than forty (40) hours. The employee may earn more than forty (40) hours dependent upon the combination of actual hours worked and holiday days. Each day of holiday pay will equate to eight (8) hours regardless of regularly worked schedule.

Joseph 2-5-10 
College date

Alan Hubler 2/5/2010
Union date

Larry M. Dougle 3/3/10
Larry M. Dougle Date
President, Owens Community College

The intent of this language is to guarantee all full time regularly scheduled employees will continue to receive a minimum of forty (40) hours when scheduled holidays reduce the minimum staffing requirements according to Article 8, continue to provide holiday pay as designated in the collective bargaining agreement and to minimize the perceived inequitably in holiday pay.

Both parties also agree, effective February 1, 2010, no, full-time or part-time, employees' time sheet will be altered by a supervisor, administrator or payroll administrator without consultation with the employee involved.

Examples: Week of Thanksgiving

Employee A usually works four (4) ten (10) hour shift.

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Usual 40	Off	Off	Off	10	10	10	10
Thanksgiving	Off	Off	Off	HP (8)	HP (8)	HP (8)	10

Normally this employee would receive forty (40) hours of pay for working four (4) ten (10) hour shifts. But during the week of Thanksgiving the employee worked one (1) ten (10) shifts and was off on Thanksgiving. According to the agreement above the employee would only be eligible for thirty-four (34) hours of pay. Therefore the College agrees to pay this employee forty (40) hours of pay.

Employee B usually works four (4) ten (10) hour shift.

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Usual 40	Off	10	10	10	10	Off	Off
Thanksgiving	Off	10	10	10 HP (10)	HP (8)	HP (8)	Off

Normally this employee would receive forty (40) hours of pay for working four (4) ten (10) hour shifts. But during the week of Thanksgiving the employee worked three (3) ten (10) shifts and was off on Thanksgiving. According to the agreement above the employee would only be eligible for forty-six (46) hours of pay. The employee would still have the option of taking time and one half with straight comp time or double time for Wednesday.

Examples: Week of Christmas and New Years

Employee C usually works five (5) eight (8) hour shifts.

December	24	25	26	27	28	29	30	31	1
	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	Sun	Mon
Usual 40	Off	8	8	8	8	8	Off	Off	8
Christmas/ New Years	Off HP (8)	Off HP (8)	8 HP	8 HP	8 HP	8 HP	Off	Off	HP (8)

Normally this employee would receive forty (40) hours of pay for working five (5) eight (8) hour shifts (Sunday to Saturday). But during the week between Christmas and New Years the employee worked four (4) eight (8) shifts and was off on Christmas Eve and Christmas. According to the agreement above the employee would only be eligible for forty-eight (48) hours of pay. The employee would still have the option of taking time and one half with straight comp time or double time for Christmas Eve and Christmas.

Employee D usually works five (5) eight (8) hour shifts.

December	24	25	26	27	28	29	30	31	1
	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	Sun	Mon
Usual 40	Off	8	8	8	8	8	Off	Off	8
Christmas/ New Years	Off HP (8)	Off HP (8)	Off HP (8)	Off HP (8)	OFF HP (8)	OFF HP (8)	Off	Off	HP (8)

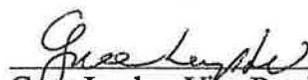
Normally this employee would receive forty (40) hours of pay for working five (5) eight (8) hour shifts (Sunday to Saturday). During the week between Christmas and New Years the employee worked no shifts. The employee would be paid for forty-eight (48) hours including six (6) eight (8) hours shifts of holiday pay.

Memorandum of Understanding
Between
Owens Community College and
Owens Federation of Safety and Security Employees

Working Supervisor

The Owens Federation of Safety and Security Employees and the College agree that the term "Working Supervisor" means that a Supervisor can provide assistance in times of need, but cannot provide bargaining unit work on a regular on-going basis.

For the College:


Gene Lapko, Vice President 3-11-10
Owens Community College Date

For the Union:


Aaron Kullhman, President 3/11/10
Owens Safety & Security Employees Date

**Memorandum of Understanding
between
Owens Community College
and
Owens Federation of Safety & Security Employees**

**Shift Differentials
Article 21 Compensation**

Notwithstanding the terms of Article 21 Compensation, Section 21.2 the parties hereby agree to the following modification to the negotiated Article 21, Section 21.2:

1. Delete the following language:
 - “second shift/third shift/weekend employees are those that are designated by the six (6) month schedule”
 - “At least fifty (50%) percent of the shift must be worked in order to receive differential pay”.

2. Change the wording of the “designated weekend hours only (Saturday 001- 2359 Sunday)” to read “designated weekend shifts are as follows: Friday 3rd shift, Saturday 1st, 2nd, and 3rd shifts and Sunday 1st and 2nd shifts”. *

This agreement is from this date forward no other actions are intended or contemplated.

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

For Owens Community College:

Gene Lapko 8-20-10
Gene Lapko Date
Vice President, Labor & Employee Relations
Owens Community College

JL
8/24/11

For the Union:

Tracey Paradyse 8/23/10
Tracey Paradyse Date
President
Owens Federation of Safety & Security

*See attached revised Article 21, Section 21.2

SECTION 21.2

SHIFT DIFFERENTIALS

Second (2nd) shift employees will receive thirty cents (.30¢) per hour more added to their hourly wage rate.

Third (3rd) shift employees will receive sixty (.60¢) per hour more added to their hourly wage rate.

Weekend employees will receive forty-five cents (.45¢) per hour more added to their hourly wage rate. This weekend differential is to be in addition to any other shift differentials for these designated weekend shifts: Friday 3rd shift, Saturday 1st, 2nd, and 3rd shifts and Sunday 1st and 2nd shifts only.

Lead Officers will receive seventy-five cents (.75¢) per hour more added to their hourly wage rate.

**Memorandum of Understanding
between
Owens Community College
and
Owens Federation of Safety and Security Employee**

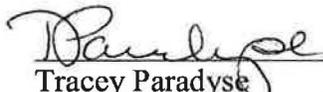
Article VII Hours of Work and Overtime
No Breaks and Lunch

Effective November 30, 2010 it is the intent of the parties (full-time and part-time bargaining unit members) to forgo a one-half hour unpaid lunch (Section 7.1) and to forgo the two (2) paid, interruptible fifteen (15) minute breaks per work day (Section 7.4) effectively resulting in no breaks and a paid lunch work day. Therefore bargaining unit members will work either a straight 8 or 10 hour shift. It is understood that the officers are on call the entire 8/10 hour shift.

This agreement is entered into solely to address the specific circumstances of this particular situation as it relates to "no breaks and no lunches" (Article 7 Section 7.1 and 7.4).

For the Union:

For the Owens Community College


Tracey Paradise
President, Owens Federation of
Safety & Security Employee Association

12/16/10
Date


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

12-16-10
Date


12/20/10

