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AGREEMENT  
Between

Cincinnati State  
Technical and Community College



And

Fraternal Order of Police, Ohio Labor Council, Inc.



**January 1, 2013 through December 31, 2015**

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## Agreement

This agreement is made and entered into effective January 1, 2013 by and between the Cincinnati State Technical and Community College, hereinafter referred to as the "College," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union" and jointly referred to as the "Parties."

The parties hereby agree as follows:

### Article 1

#### Recognition

- A. The College recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit described below.
- B. The bargaining unit shall be defined as follows:
  - 1. Included in the bargaining unit are all full-time campus Police Officers and Public Safety Officers.
  - 2. Excluded from the bargaining unit are: All other employees with the College.
- C. Union Representatives

The union representative shall be permitted reasonable access to work areas in order to conduct legitimate union business, but only with prior approval of the department supervisor or shift sergeant. Time spent by the steward in grievance handling will be paid by the College provided such time is not abused.

### Article 2

#### Non-Discrimination

- A. Cincinnati State Technical and Community College is an equal opportunity employer. The College, the Union, and the members of the bargaining unit agree that they shall not discriminate against anyone for reasons including but not limited to, race, creed, color, age, gender, religion, national origin, physical or mental handicap or membership or non-membership in the Union, or lawful activity in support of or in opposition to the Union, or for exercising any rights under this agreement.

### Article 3

#### Joint Responsibilities and Employee Rights

- A. The College and the union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this agreement.
- B. The management of the College shall adhere to the provisions of this agreement.
- C. The union, its officers, recognized representatives, bargaining unit members and other representatives shall adhere to the provisions of this agreement.
- D. In addition to the responsibilities that may be expressly provided elsewhere in this agreement, the following shall be observed:
  - 1. There shall be no intimidation or coercion of bargaining unit members into joining the union or continuing their membership therein, or into not joining the union or discontinuing their membership therein.
  - 2. The College shall recognize the Union officers/stewards for the purpose of administering the Collective Bargaining Agreement and adjudicating grievances. Time spent by the steward in grievance handling will be paid by the College provided time is not abused. Nothing contained herein shall prevent the Union steward from performing his or her duties; however, the Union steward is not relieved of the obligation of performing his or her College duties because of any Union steward duties.
  - 3. Bargaining unit employees shall be permitted time to engage in union activities, including but not limited to activities associated with the filing and/or processing of grievances, provided such time is not abused and is approved in advance by the Chief or his designee. Bargaining unit employees are not relieved of the obligation of performing his or her College duties because of Union activities.
- E. New Hires

The College will exercise its best efforts to fill vacant positions within 90 days.

## Article 4

### Management Rights

- A. Cincinnati State Technical and Community College retains the sole and exclusive right to manage its operations, buildings and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operation of the College.
  
- B. The right to manage the operations, buildings, plants and to direct the working force includes, but is not limited to the following College management rights:
  - 1. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.
  - 2. To utilize personnel, methods and means in the most appropriate and efficient manner possible.
  - 3. To manage and direct the employees of the College.
  - 4. To determine position qualifications consistent with the needs of the job.
  - 5. To hire, promote, transfer, assign or retain employees in positions within the College.
  - 6. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
  - 7. To determine the size and composition of the work force, and to lay off employees in the event of lack of work or lack of funds or under conditions where the College determines that the continuation of such work is unnecessary.
  - 8. To determine location of campuses, satellites, and other facilities and equipment of the College.
  - 9. To determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College.
  - 10. To determine the mission of the College and to efficiently fulfill that mission, including the transfer, alteration, curtailment or discontinuance of any goods or services.
  - 11. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the

procedures and criteria governing the exercise of these rights as are expressly provided for in this agreement.

- C. In addition, unless otherwise restricted by an express term of this agreement, all management rights are exclusively reserved by the College. The exercise of any enumerated or reserved management rights shall not be subject to negotiation with respect to such decision.
- D. Nothing contained herein shall give management the right to change wages, hours, terms and conditions of employment without first negotiating with the Union except as otherwise specified in the contract.

## Article 5

### Union Security and Check-Off

Right to Check-Off Procedures for Union Dues and Fair Share Fees:

#### A. Dues Check-Off

Upon written authorization of any employee covered in this Agreement, the College shall deduct from the employee's paycheck in biweekly amounts such dues, fees, and/or assessments as the union may, from time to time, authorize in accordance with its constitution and bylaws.

#### B. Fair Share

1. The Union and the College agree that, as a condition of employment, all members of the bargaining unit described in the Agreement who are not members of the union shall pay to the union a fair share representation assessment as determined by the union, the amount of which fee shall not exceed the amount of dues, fees and assessments paid by members of the union.
2. Beginning with the employee's first full paycheck, and on a regular biweekly basis, the College shall deduct from the paychecks of the members of the bargaining unit who are not members of the union the amount of the fair share representation fee in accordance with Ohio Revised Code 4117.09(C).
3. Any member of the bargaining unit who for bona fide religious or historically-held conscientious reasons that are in accordance with the Ohio Revised Code 4117.09(C) objects to the payment of the fair share representation fee, may make a payment to a Cincinnati State Technical and Community College student scholarship fund or to another non-religious, tax-exempt charitable organization agreed upon by the union.

C. Transmission of Funds

The College shall use its best efforts to transmit to the union all of the deducted dues, fees, and/or assessments of the members of the union and the fair share representation fees of the non-union members of the bargaining unit no later than the fifth (5th) day after the day on which the deduction was made.

**Article 6**

**Grievance Procedure**

A. Definition of Grievance

If a dispute arises over the interpretation or application of any specific provisions of this agreement, it shall be defined as a grievance and handled under the following procedural steps as listed below. Any time period contained within the grievance procedure that requires action to be taken within a period of five days or less, shall not include Saturday, Sundays holidays as defined in this agreement, or other days on which the College is closed. All time periods contained within the grievance procedure may be extended upon mutual agreement of the parties, which agreement shall not be unreasonably withheld. A grievance must be presented within fourteen (14) calendar days of the alleged occurrence giving rise to the grievance or from the date the Union, having exercised due diligence, became aware or should have become aware of the occurrence, except that a grievance arising out of the suspension or termination of an employee must be presented within seven (7) calendar days. Grievances submitted after these timelines have expired are not valid and will not be considered.

B. Informal Step

The grievance shall be initially presented to the employee's immediate supervisor and/or department head within the timelines specified above. The supervisor and/or department head shall discuss the grievance with the grievant and issue a written response within seven (7) calendar days of the presentation of the grievance. The employee shall be entitled to Union representation at any meeting held for the purpose of discussing the grievance.

C. Formal Internal Step

Should the grievance not be satisfactorily resolved at the Informal Step, the Union, within seven (7) calendar days of its receipt of the response of the supervisor and/or department head, may submit the grievance to the Director of Labor and Employee Relations. Within ten (10) calendar days of his/her receipt of the grievance the Director of Labor and Employee Relations or his/her designee shall convene a meeting to discuss the grievance with the Union and the grievant. Within ten (10) calendar days of this meeting, the Director of Labor and Employee Relations or

his/her designee will conduct whatever investigation is necessary and issue a written response to the Union and the grievant.

D. Grievance Mediation (Optional Step)

Should the grievance not be satisfactorily resolved at the Formal Internal Step, the Union and the College, by mutual agreement, may elect to attempt a resolution of the grievance through mediation. Should either the Union or the College wish to request mediation, such request shall be presented to the other party within five (5) calendar days of the issuance of the response in the Formal Internal Step. The other party shall have five (5) calendar days to agree to or decline the request. Should the parties elect mediation, they shall contact the Federal Mediation and Conciliation Service (FMCS) and request the appointment of a mediator. The mediator shall conduct mediation as soon as possible. Should mediation be elected, the timeline for advancing the grievance to arbitration shall be held in abeyance until the completion of the mediation process.

E. Appeal to Arbitration

Should the grievance not be satisfactorily resolved at the Formal Internal Step or through mediation should mediation be elected, the Union may appeal the grievance to binding arbitration by, within thirty (30) calendar days of the issuance of the response in the Formal Internal Step or the completion of mediation, providing written notice to the Director of Labor and Employee Relations.

F. Arbitration Procedure

Should the grievance be appealed to arbitration, the Union shall, within seven (7) calendar days, request from the FMCS a panel of seven (7) arbitrators specifying that said arbitrators be located as close to the Cincinnati area as possible.

Within fourteen (14) calendar days of the receipt of the list of arbitrators, the College and the Union shall, by alternate striking of names, select an arbitrator from the list. A coin toss shall determine whether the Union or the College strikes from the panel first.

The arbitrator shall hold the hearing promptly and be requested to issue his/her decision within thirty (30) days after the record of the hearing (including briefs) is closed. In rendering a decision, the arbitrator shall be bound by the provisions of this agreement. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of those specific articles or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine

himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

The question of arbitrability of a grievance is to be determined by the arbitrator and may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is not arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the College, and the employee.

Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Should either party cancel a scheduled arbitration that results in the assessment of any fees by the arbitrator, the party canceling the arbitration shall pay the fees of the arbitrator. If, in the event a settlement is reached prior to arbitration and the arbitration hearing is jointly cancelled, the parties shall equally share the costs associated with the cancellation unless the settlement defines otherwise at which time the terms of the settlement shall determine how the fees are to be paid.

#### G. Adherence to Timelines

The timelines set forth in Sections B through E of this article will be strictly adhered to unless extended per Section A of this article.

Should the Union fail to meet the timelines for advancing the grievance to the next step, the grievance will be considered settled per the response given in the previous step.

Should the College violate the timelines for responding at a given step, the Union may advance the grievance to the next step without waiting for a response.

**Article 7**

**Employment Outside the College/Conflict of Interest**

Members of the bargaining unit may be employed outside of the College. Such activities must:

1. Not involve the use of information obtained from College sources that is not available to members of the general public pursuant to the Ohio Public Records Law;
2. Not create a conflict with the employee's responsibilities to the College or interfere with the individual's full-time responsibilities to the College or its students;
3. Not involve the use of facilities, equipment or material of the College; and
4. Not take advantage of a bargaining unit member's position with the College to sell goods or services to students of the College, or employees.

In the event that a member of the bargaining unit is employed outside the College on the date that this Agreement becomes effective, or at any time after the Agreement becomes effective, the employee shall notify their immediate supervisor and the College's Human Resources Department in writing of such employment and shall provide the College with such information concerning such part-time work as the College may reasonably request. No special consideration shall be made to accommodate outside employment.

**Article 8**

**Compensation**

A. Wages: January 1, 2013 – December 31, 2013

Step	1 (0-12months)	2 (12-24 months)	3 (24-36 months)	4 (36-48 months)	5 (48+ months)
Hourly Rate	\$16.00	\$17.00	\$18.50	\$19.00	\$20.50

**Wages Jan. 1, 2014 + 2.5% (Except Step 1 [0-12 months] remains unchanged)**

Step	1 (0-12months)	2 (12-24 months)	3 (24-36 months)	4 (36-48 months)	5 (48+ months)
Hourly Rate	\$16.00	\$17.43	\$18.96	\$19.48	\$21.01

**Wages Jan. 1, 2015 + 2.5% (Except Step 1 [0-12 months] remains unchanged)**

Step	1 (0-12months)	2 (12-24 months)	3 (24-36 months)	4 (36-48 months)	5 (48+ months)
Hourly Rate	\$16.00	\$17.87	\$19.43	\$19.97	\$21.54

B. Longevity Pay

All bargaining unit members shall be eligible for a longevity pay increment beginning on the first day of the pay period within which the employee completes seven (7), ten (10), fifteen (15), or twenty (20) years of total continuous service with the College. All eligible bargaining unit members shall receive a bi-weekly longevity premium, not to be incorporated into base wages, according to the following table:

- 7 years of service—\$15.00 bi-weekly
- 10 years of service—\$30.00 bi-weekly
- 15 years of service—\$40.00 bi-weekly
- 20 years of service—\$60.00 bi-weekly

C. Shift Differential

Shift differential rates shall be paid to bargaining unit members as follows:

2nd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts at or after 2:00 PM will be paid a shift differential of seventy-five cents (\$.75) per hour for all hours worked on such shift.

3rd Shift: Bargaining unit members regularly assigned to an eight (8) hour shift which starts at or after 10:00 PM will be paid a shift differential of one dollar (\$1.00) per hour for all hours worked on such shift.

D. One Time Signing Bonus

Members of the Bargaining Unit employed at the time of the previous agreement with the OPBA expired and who have remained employed and in good standing with the College since that time, shall be awarded a one-time signing bonus in the amount of \$1000.00 each, or a total of \$4,000.00. The signing bonus shall be payable no later than the 2<sup>nd</sup> pay period following full ratification of the agreement to the following Police Officers/Public Safety Officers:

Michael Varin  
James Trotter  
Kay Harrison-Smith  
Todd Halusek

**Article 9**

**Hours of Work, Overtime and Work Assignments**

A. Work Week:

The work week is defined as (40) hours within a seven (7) day period (Sunday – Saturday).

The College retains the right to temporarily (90 days maximum) change schedules and shifts as it becomes necessary. Except in emergency situations, the affected bargaining unit member(s) will be given five (5) working days notice before any such schedule change is implemented. Except in emergency situations as defined by the College, no Officer will be permitted to work more than sixteen (16) consecutive hours.

B. Overtime:

For all hours worked in excess of forty (40) in a work week, employees shall be compensated in accordance with the Fair Labor Standards Acts regulations with overtime pay at the rate of one and one-half (1 ½) times their regular straight-time hourly rate. Paid Leave will not in any event be treated as time worked for the purpose of overtime, except the first forty (40) hours of sick leave each fiscal year. All hours worked on Sunday will be paid at one and one-half (1 ½) times the regular hourly rate of pay. By mutual agreement, the parties agree to consider a flex schedule during work weeks where mandatory overtime is required and paid leave has also been used by the employee.

The College will not require members to be on stand-by without compensation. It is agreed that being subject to call-in is not stand-by.

Barring extraordinary circumstances, the College will schedule members so that a minimum of eight (8) hours off work is given between regularly scheduled work

assignments. Except in emergency situations as defined by the College no Officer will be required to work more than sixteen (16) consecutive hours.

Overtime assignments shall be made by management and no overtime shall be paid without first having been approved by management. Overtime shall be offered to full time bargaining unit members or part-time officers, prior to being offered to auxiliary or other college employees. In no case when a vacation occurs due to the absence of a full-time or part-time officer shall the assignment be given to an auxiliary officer or other college employee, without first offering the assignment to the full time bargaining unit members.

All members of the bargaining unit shall be eligible for overtime. The Chief of Police or his Designee shall maintain a list; however the Designee shall not be a member of the bargaining unit. The first overtime in the calendar year shall be offered to the most senior employee and moving through the bargaining unit in succession of seniority. Once all the employees in the bargaining unit have been offered an overtime opportunity, overtime should then be offered again to the most senior employee again moving through the bargaining unit in succession based on seniority and this succession shall continue throughout the year. When a new bargaining unit member comes into the unit, he/she shall assume his/her place on the seniority list and be offered overtime based on the succession of seniority. When emergency overtime becomes necessary at the end of a shift, the employee working the shift will be required to stay, on overtime, until relief is obtained. In the event that the expected workload is greater than the available workforce or no bargaining unit members are available, the employer may utilize the assistance of other College employees or subcontractors.

Cincinnati State Technical and Community College retains the right to refuse to make overtime available to an employee if that overtime became necessary because of the absence without leave during straight time hours of that same employee.

#### C. Work Assignments:

Cincinnati State Technical and Community College retains the right to make work assignments, to change work assignments, and to determine the type and frequency of tasks to be performed by bargaining unit members.

It is agreed that a bargaining unit members may be assigned to perform the duties of the dispatcher as follows:

1. To relieve the dispatcher for breaks, or other temporary absences for a period of time no greater than two (2) hours per day.
2. absences due to vacation and illness but no more than eight (8) hours in a twenty-four (24) hour period;
3. Officers shall not be required to perform the duties of the dispatcher at any time for more than twenty (20) days during any rolling six (6) month period.

D. Shift Bidding:

The College shall identify the shifts available to the bargaining unit members for the subsequent year by December 1 including the hours to be worked and the days off. The bargaining unit members shall bid on the available shifts according to total seniority no later than December 14 of each year. Once shifts are bid the College shall post the new schedule for the following year no later than December 21 to take effect on January 1. "Total seniority" for purposes of this Article shall be defined as the total length of time an employee has worked in a classification covered by this Agreement.

E. Compensatory Time

An employee who works overtime may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate of overtime pay. Requests to take compensatory time must be submitted in advance of the day for which the compensatory time is requested and must be approved by the supervisor. Employees can bank up to eighty (80) hours of compensatory leave time. Such leave time shall be taken within one year of the time it was earned. Comp time not taken within the allotted time period will be converted back to pay.

F. Call Back

Whenever an employee is called into work at a time other than their regular work schedule thereby necessitating additional travel to and from work, the employee shall be guaranteed a minimum of four hours pay at the appropriate rate of pay. It is understood that any extra work performed prior to the start of the regular shift or following the end of the regular shift so that no extra travel to and from work is required will be paid at the appropriate straight time or overtime rate and will not entitle the employee to the four hour guarantee for extra pay.

## Article 10

### Benefits

#### A. Cafeteria Benefits Plan

The College shall provide a “cafeteria” style benefit plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to “purchase” the following benefits during the duration of the Contract.

The College shall provide:

1. Ninety-two percent (92%) of the cost of the current health insurance coverage or a comparable plan;
2. The total cost of the current dental plan coverage;
3. The total cost of vision plan coverage as provided by the Vision Service Plan (VSP) Plan B;
4. The total cost of the Employee Assistance Program;
5. The total cost of short-term disability coverage for the employee only; and,
6. The total cost of basic group life insurance coverage, for the employee only, at one and one-half (1 1/2) times annual salary with a minimum of \$25,000 coverage shall be provided for each full-time employee. This policy shall include an accidental death and dismemberment rider.

The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums for the above insurance based on either the single or family coverage as eligible.

Should any bargaining unit employee choose a total package of benefits that exceeds the benefit plan dollars allocated (i.e., an alternative health care plan) the employee must pay the difference through payroll deduction.

A bargaining unit employee may revise his or her election upon a change of family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars which he or she may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly). However, the amount of premium value that may be received in cash by an employee who waives the health insurance coverage shall be fixed for the term of this agreement at \$154.38 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and \$262.43 bi-weekly for a family eligible employee taking single coverage.

An employee waiving health insurance coverage must show evidence of health insurance coverage from another source. An employee may not decline coverage in the Employee Assistance Program and must select some form of the vision plan.

All bargaining unit employees are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for unreimbursed medical expenses and/or child and dependent care changes with pretax dollars.

The College retains the right to choose the insurance carries or to change carries, as long as the insurance coverage is comparable.

#### B. Holidays

The College will not compensate for the holiday if there is unpaid absence on the employees last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday. Employees working on holidays (as defined by this agreement) shall receive eight hours pay at their normal hourly rate plus one and one-half times their normal hourly rate for hours worked. For purposes of this collective bargaining agreement, the following shall be considered holidays:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day

For purposes of this collective bargaining agreement, the day recognized by the College as the official holiday shall be the day for which holiday pay shall be paid to any member of the bargaining unit who is required to work on that day. The Security staff shall observe College closed off days. If a bargaining unit member is called into work on a college closed off day, that employee shall be paid time and one-half for the hours worked.

#### C. Vacations

After 1 full year of service - 10 days per year  
After 5 full years of service - 15 days per year  
After 10 full years of service - 20 days per year

All vacation will be requested in writing by the employee and signed and returned to him or her by his or her supervisor within fourteen (14) calendar days. No vacation shall be taken without prior written approval of his or her supervisor.

Under normal circumstances, vacation requests of more than one week shall be submitted at least two weeks in advance. Vacation requests of less than one week should be submitted at least one week in advance. However, the supervisor (or the supervisor's designee) is not precluded from approving vacation requests upon shorter notice if he or she chooses. In the event two (2) or more employees submit vacation requests for the same time the requests shall be granted on a first-come first-served basis. In the event two (2) or more employees submit vacation requests on the same day for the same vacation time the leave shall be granted to the employee with the most total seniority defined as total length of time an employee has worked in a classification covered by this agreement.

Earned vacation at termination will be paid upon termination according to Cincinnati State current policy.

Earned vacation at retirement will be paid upon retirement according to Cincinnati State current policy.

Vacation time shall be cumulative to a maximum of three times the annual allowance.

#### D. Sick Leave

Members of the bargaining unit shall receive a total of ten (10) sick days per year according to the current policy in effect at Cincinnati State. Both Cincinnati State and the Union acknowledge that sick leave shall be used only because the employee is sick or injured; sick leave is not to be used as vacation and the use of sick leave as vacation will subject bargaining unit members to discipline. Furthermore, both the College and the Union recognize that patterns of suspicious use of sick leave (i.e., specific days of the week, absence following overtime worked, absence preceding or following other off days) could subject an employee to disciplinary action.

Employees out on sick leave for more than two (2) days must present a medical clearance from his or her doctor before returning to work. Such medical clearance shall include the date the employee sought medical treatment, the date(s) for which the employee is excused, the date the employee is cleared to return to work, and any applicable physical restrictions. The College will provide a form for this purpose.

If and/or when the sick leave balance is exhausted, the supervisor shall meet with the employee to discuss his or her use of sick leave. The purpose of this meeting shall be to allow the employee the opportunity to discuss any extenuating circumstances concerning the use of sick leave of which the supervisor should be aware. This meeting is not for the purpose of requiring the employee to explain his or her prior

use of sick leave, nor is it to be considered disciplinary in nature. The employee has the right to be represented by his or her union at any such meeting.

Once an employee exhausts his or her sick leave, any additional time taken off due to sickness shall be deducted from that employee's personal leave balance. If the employee's personal leave balance is exhausted, and the employee provides a doctor's medical clearance (as defined above) for additional days of absence, these days shall be deducted from the employee's vacation leave balance. Such doctor's medical clearance shall be given to the supervisor on the day employee returns to work. Failure to provide a doctor's clearance may cause the College not to pay the employee for the time taken off and may also subject the employee to disciplinary action.

An employee who provides acceptable medical certification shall not be subject to progressive disciplinary action until the employee has exhausted all sick leave, personal leave, vacation leave and all leave and/or remedies available under the law (e.g., ADA, FMLA), except for discipline imposed for the use of sick leave as vacation, patterns of suspicious use of sick leave, and / or failure to provide required medical clearance as defined above in this Section. Any future absences, even if supported by doctor's clearances, may subject the employee to progressive disciplinary action as per Article 14.

Members of the bargaining unit who are sick shall notify the Chief of Police or his/her designee at least two (2) hours before the employee's shift begins, unless circumstances are such that it would be impossible to make such notification (i.e., sudden, life-threatening illness, injury, etc.). If the employee is unable to reach the Chief of Police or his/her designee to report their absence the employee shall immediately contact the on-duty employee and advise them of their absence.

Employees shall not be permitted to pool sick leave. In the event that Cincinnati State institutes a policy applying to all employees not represented by a bargaining unit that sick leave shall accrue on a per-pay-period basis, such policy will be applied to this bargaining unit as well.

#### E. Personal Days

Members of the bargaining unit shall receive five (5) personal days per fiscal year which may be used for the following purposes:

1. To transact essential business that cannot be transacted outside of school hours.
2. To observe religious holidays of the individual's faith which require a total absence from work.
3. For emergencies beyond the employee's control including but not limited to travel difficulties or attendance at funerals.
4. For seminars, professional enrichment, and union functions.
5. For any other purpose approved by the Vice-President.

Except when an emergency occurs that makes it impossible for an employee to obtain the supervisor's advance permission, personal days may be used with the supervisor's advance permission which shall not be unreasonably withheld. At the end of the fiscal year, any unused personal days shall be converted to sick leave.

#### F. Parking

The College agrees to provide free parking throughout the term of this agreement.

#### G. Uniforms

Uniforms will be provided by the College and worn while at work. The College shall pay the full cost of uniforms, shoes, jackets, and any other article required to be worn by the employee for the term of the contract, including a department issued firearm and ammunition. One pair of footwear shall be issued each year. Bargaining unit employees will be provided input into any change in the style and material of the uniform occurring during the term of the contract.

Upon termination of employment for any reason, employees are required to return to the College any uniform items in their possession. This shall include the department issued firearm and ammunition. Employees who fail to do so shall have the cost of the un-returned items deducted from their final paycheck.

Bargaining unit members maintaining a Police Officer certification shall be issued a uniform shoulder patch or rocker to be displayed with the uniform patch with the designation of "Police."

#### H. Funeral Expenses

In the event a bargaining unit member is killed in the line of duty or dies as the result of injuries received in the line of duty the College shall pay up to ten thousand dollars (\$10,000.00) towards funeral expenses.

## Article 11

### Retirement

Membership in the School Employees Retirement System is mandated for all employees of the College who meet the eligibility requirements of SERS as established by state law. The College and each employee shall contribute the statutorily mandated rates to SERS pursuant to the regulations of the system. The portion that the employee pays, as required by law, is excluded from the employee's taxable gross income for the purpose of deferring federal and state income taxes on these amounts. Employees who retire from SERS in good standing shall be eligible for the following benefits:

- Tuition waiver
- Free parking
- Use of facilities (library, pool, weight room, etc.)
- Cobra Dental Coverage (18 month limit; employee paid)

## Article 12

### Sick Leave Conversion at Retirement

Any full-time employee, regardless of length of service at Cincinnati State, who formally retires per the regulations of SERS and is eligible to draw retirement benefits from the system may convert accumulated sick leave up to a maximum of 30 days at the rate of one day for every three days of sick leave into a lump sum payment upon the effective date of official retirement.

When the lump sum cash payment amount an eligible employee may receive is computed, the rate shall be computed as  $.00384 \times$  the employee's current annual salary  $\times$  the number of eligible days.

## Article 13

### Severe Weather and Emergency Closing

Should the President or his/her designee make the decision to cancel classes and/or close the College due to severe weather or any other emergency situation, notification to that effect will be promptly communicated to employees through the local media, phone communication and other means.

When classes are cancelled, all College employees scheduled to work are nevertheless expected to report, unless the College is announced as closed. In the event an official closing is announced, pay for the normally scheduled hours will be granted to all full time employees. Employees will be compensated at the normal rate of pay for these days. Persons required to work on days when the College is closed, who are eligible for overtime, will be paid overtime at time and one half rate.

When the College is closed, employees who have already submitted forms for vacation, sick leave or personal leave during the period of time during which the College is closed will be permitted to withdraw their request for the days when the College was closed. Employees absent without leave will not be paid for that period of time. If the College is not closed by the President or his/her designee, but an employee chooses to be absent based on a personal judgment regarding weather, travel conditions, etc., that employee will be charged for some combination of vacation days, personal days or days without pay as the employee chooses.

In the event that the College makes the decision to close for any emergency during the course of a workday, employees shall be sent home and paid for the entire day at their regular rate of pay. In the event that the College makes the decision to close on a particular campus or campuses, while not closing other campuses, the provisions of this article will apply only to the employees scheduled to work at the closed campus or campuses.

#### **Article 14**

##### **Family and Medical Leave Act Policy and Procedures**

- A. The Union and the College recognize that the College is required to provide eligible employees with protected leave in compliance with federal law as set forth in the Family and Medical Leave Act of 1993, as amended (FMLA).
- B. The FMLA entitles eligible College employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.
- C. Eligible employees are entitled to:
  - 1. Twelve workweeks of leave in a 12-month period for:
    - a. The birth of a child and to care for the newborn child within one year of birth;
    - b. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - c. To care for the employee's spouse, child, or parent who has a serious health condition;
    - d. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
    - e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is covered military member on "covered active duty; or
  - 2. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

- D. In compliance with the provisions of the FMLA, the College has adopted a policy outlining the process and procedures for requesting and obtaining approval of FMLA leave requests, eligibility requirements, and the associated rights and responsibilities of employees seeking protection under the law. The Union acknowledges that its members shall be required to follow the College's FMLA Policy No. HRFMLA-082012a, A COPY OF WHICH IS ATTACHED AS Appendix 1 to this Agreement and incorporated herein by reference.
- E. The College agrees to provide notice to the Union of any statutory changes, amendments or revisions to the FMLA under federal law that requires revision to the College's policy as soon as possible.
- F. With the exception of any statutorily required changes the College and the Union will negotiate to reach agreement with respect to any other changes, revisions, or modifications to the College's FMLA policy, and the Union agrees that such agreement shall not be unreasonably withheld.

## Article 15

### Discipline

#### A. Disciplinary Action

##### General Procedure for Disciplinary Action

General Philosophy: The College believes in the principle of corrective action issued only for just cause and follows the policy of progressive discipline. It is the College's position that supervisory efforts should be concentrated on preventing the occurrence of serious personnel problems rather than in disciplining employees for misconduct. It is desirable that all disciplinary questions be resolved at the lowest administrative level consistent with the scope of the problems and the rights of the employee. Nothing contained within this general philosophy statement is intended to limit the College's ability to impose discipline when deemed necessary. If disciplinary measures are imposed, it is essential that the following conditions are observed.

- a. The Human Resources Department be notified.
- b. Each problem be investigated thoroughly so that the facts of the situation are known.
- c. Any action taken be appropriate to the offense.
- d. The dignity of the employee be respected.
- e. At no time shall a bargaining unit member be required nor permitted to conduct an internal investigation on another bargaining unit member.

The normal progressive disciplinary action will be a verbal reprimand, a written reprimand, followed by suspension, and finally termination. However, nothing contained herein limits the right of the College to impose the level of discipline

deemed necessary to address the misconduct at issue. The College, in its discretion, may institute disciplinary proceedings at the level deemed appropriate for the offense alleged.

Prior to the imposition of suspension or termination under this Article, the College shall provide written notice to the employee stating the exact nature of the discipline and the exact reasons why the discipline is being imposed. If circumstances require the immediate removal of the employee from the workplace, the employee shall be considered to be on paid administrative leave until such written notice is provided. The employee shall also be given the opportunity to be heard prior to implementation of any suspension or termination (this does not include paid administrative leave) in a pre-disciplinary hearing before the Human Resources Director or his designee. Notice of the pre-disciplinary hearing shall be given to the employee in the written notice as described above at least seventy-two (72) hours prior to the pre-disciplinary hearing. The written notice shall inform the employee of three (3) options available to him. First, the employee may elect to appear at the hearing and provide testimony or evidence on his own behalf. Second, the employee may elect to have a representative appear with him and provide testimony or evidence on his behalf. Finally, the employee may elect to waive the hearing; however, such notice must be made in writing. At least twenty-four (24) hours before the scheduled hearing the employee must inform the College of his choice. Failure to inform the College of his choice will result in the hearing going forward as scheduled with the employee in attendance.

#### B. Progressive Disciplinary Steps

1. **Verbal Reprimand:** This is the first level of formal discipline. The verbal reprimand will be issued by the supervisor with the approval of the Department Head. Documentation of the verbal reprimand will be sent to the Human Resources Department for placement in the employee's personnel file. This document shall identify the formal charges or rule violations alleged to have been violated. This documentation shall be made part of the permanent employee personnel record and it shall be considered as a factor in the performance evaluation process but only in the evaluation period in which it was issued. At the end of two (2) years (from the date of the disciplinary action) the verbal reprimand shall have no force and effect and will not be introduced as evidence to support disciplinary action provided no intervening discipline has occurred. If intervening discipline does occur the two (2) year period shall begin running anew from the date the intervening discipline occurred.
2. **Written Reprimand:** The written reprimand will be issued by the supervisor with the approval of the Department Head. The written reprimand shall be signed by the employee for the purpose of indicating it was received. A copy shall be sent to the Human Resources Department for placement in the employee's personnel file. This document shall identify the formal charges or rule violations alleged to have

been violated. The written reprimand shall be made part of the permanent employee personnel record and it shall be considered as a factor in the performance evaluation process but only in the evaluation period in which it was issued. At the end of two (2) years (from the date of the disciplinary action) the written reprimand shall have no force and effect and will not be introduced as evidence to support disciplinary action provided no intervening discipline has occurred. If intervening discipline does occur the two (2) year period shall begin running anew from the date the intervening discipline occurred.

3. **Suspension:** Depending upon the severity of the problem or the gravity of the offense, an employee may be suspended without pay. An employee may be suspended for three days or less with the approval of the department head and the Director of Human Resources. Any suspension of longer duration must be approved by the President. If an employee is suspended without pay and later reinstated because the suspension is found to have been improper in whole or in part, that employee will receive wages and any other economic benefits to which he may be entitled for the period of suspension found to have been improper. This document shall identify the formal charges or rule violations alleged to have been violated. The occurrence of a suspension shall be made a part of the employee's permanent personnel record and shall be considered as a factor in the performance evaluation process but only in the evaluation period in which it was issued. At the end of two (2) years (from the date of the disciplinary action), the suspension shall have no force and effect and will not be introduced as evidence to support disciplinary action provided no intervening discipline has occurred. If intervening discipline does occur the two (2) year period shall begin running anew from the date the intervening discipline occurred.
  4. **Termination:** When other corrective disciplinary action has failed or where the seriousness of the offense warrants, and employee may be terminated from employment by the College. This document shall identify the formal charges or rule violations alleged to have been violated. If an employee is terminated and later reinstated because the termination is found to have been improper, in whole or in part, that employee will receive wages and any other economic benefits to which he may be entitled for the period of termination found to have been improper.
- C. **Administrative Leave:** In any circumstance in which it appears necessary in the interest of the proper functioning of the College or the safety of other employees, the Director of Human Resources may place on administrative leave any employee during the pendency of the disciplinary process. In the event that an employee is placed on administrative leave, that employee shall be entitled to pay during the pendency of the administrative leave provided that the employee would otherwise be able to work and that the employee takes no action to delay the resolution of the disciplinary process.

#### D. Rights of Appeal to Disciplinary Action

An employee shall have the right to appeal any formal discipline where the employee feels discipline was imposed without just cause. All formal discipline shall be subject to the grievance procedure.

#### E. Reasons That Disciplinary Actions May be Imposed

1. An obligation rests with every Bargaining Unit member of Cincinnati State to render honest, efficient, and courteous performance of duties. Employees will therefore be responsible and held accountable for adhering to all Cincinnati State policies, rules, directions, and procedures prescribed by the College through supervisory or administrative personnel.
2. Behavior contrary to civil law and/or behavior which interferes with the College's maintenance of order or its educational process is forbidden. Such behavior may result in disciplinary action including, but not limited to, disciplinary probation, suspension, dismissal/termination or other appropriate action.
3. The decision as to whether a specific kind of behavior is a violation will rest with the administration. Following are specific but not exclusive examples of behavior prohibited by this section.
  - a. Failure to perform responsibilities in an efficient and satisfactory manner either through incompetence, negligence, or refusal to carry out reasonable assignments.
  - b. Fraud or misrepresentation of qualifications.
  - c. Violations of the rights and freedoms of other members of the College community.
  - d. Excessive absenteeism, tardiness, abuse of leave or unauthorized absence from work.
  - e. Falsification or unauthorized destruction of records.
  - f. Illegal or unauthorized possession or use of firearms, fireworks, explosives, dangerous chemicals or weapons while on College-owned or controlled property.
  - g. Sexual or other forms of discrimination or harassment.
  - h. Conviction of a felony or plea of no contest to a felony charge that renders the employee unfit or unable to perform responsibilities, or

conviction of or a plea of no contest to a crime or misdemeanor that is hostile to the College community.

- i. The illegal manufacture or sale of controlled substances, or their possession or use by an employee while he or she is on College-owned or controlled property.
- j. Deliberate destruction of, damage to, or malicious misuses of College property.
- k. Theft of the property of the College, or of any private individual which is physically located on College-owned or controlled property.
- l. Possession or use of alcoholic beverages on College property or reporting to work under the influence of alcoholic beverages.
- m. Unsafe and/or negligent operation of College vehicles and/or equipment.

#### F. Disciplinary Action Upon Civilian Complaint

When an anonymous complaint is made against a bargaining unit member and no corroborative evidence is obtained from the information that either accompanies the complaint or that is reasonably obtainable from the information provided in the complaint the bargaining unit member will not be disciplined. Where a complaint is received in writing it shall be on a form containing a statement putting the complaining party on notice that it is a crime under Ohio law to knowingly file a false complaint against a peace officer acting in the performance of his duties.

## Article 16

### Layoff and Recall

An employee may be subject to a non-disciplinary, involuntary termination through layoff in connection with a shortage of funds, abolition of position, or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit, as follows: In the reduction in force (layoff) and recall of union employees, seniority and qualifications shall prevail as follows:

1. All Part-Time police officers will be laid-off prior to any full time bargaining unit member.
2. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.
3. When employees are subject to a reduction in force, the College shall have the right to prioritize the layoff by classification.
4. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fires, utility failures, acts of God, or other causes beyond the College's control.
5. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the union. If the notice is undeliverable, the College's obligation shall be considered to be fulfilled. The recalled employee must notify the College within two (2) working days of the date of receipt of notice of his/her intention to return to work. The date for returning to work shall be determined by the College. Failure to return from layoff shall subject the employee to termination of service. In the event that an employee is unable to return to work due to illness or injury certified by a physician, that employee shall so notify the College within two (2) working days of the date of receipt of the notice and shall provide the College with a physician's certification upon request. Failure to notify the College and/or to provide a physician's certification upon request shall subject the employee to termination.
6. The obligation to recall an employee shall cease after a full two years of layoff.
7. The recall of employees laid off shall be in reverse order of layoff except that probationary employees shall have no right to recall.

8. Seniority shall mean the length of time measured in continuous years, months, and days of service an employee has with Cincinnati State College.
9. The College reserves the right to abolish or freeze positions as it deems necessary.
10. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose his/her right to a subsequent recall; however, Cincinnati State College will not be obligated to hold the position open until such time as that employee is able to return to work.
11. Employees on layoff are not eligible for holiday pay for holidays which fall during such layoff or leave. However, if an employee is laid off on the day a holiday is observed he/she shall be paid holiday pay if they would otherwise have been eligible for holiday pay.

### Article 17

#### Jury Duty and Other Court-Related Appearances

An employee summoned for jury duty, or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party, will be excused from work upon presentation of the notice to his immediate supervisor, if service for jury duty or appearance as a witness would be required during that employee's working hours.

An employee summoned for jury duty, or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party, shall be excused from work for the scheduled shift immediately preceding the scheduled duty upon presentation of the notice for subpoena to his immediate supervisor, if the immediately preceding scheduled shift is third shift.

An employee summoned for jury duty, or subpoenaed to serve as a witness in a court or administrative proceeding in which the employee is not a party, shall be required to work no later than 10:30 p.m. on a day immediately preceding the scheduled duty, if that employee is scheduled to work second shift. However, if the employee is subpoenaed as a witness in a court proceeding in connection with his/her role as an officer in a different jurisdiction, the employee will be required to use unpaid leave, compensatory time off, or vacation leave for the proceeding.

The employee shall notify his immediate supervisor of such jury summons immediately upon receipt. When an employee has been summoned for jury duty or subpoenaed as a witness in a court or administrative proceeding in which the employee is not a party, and the employee misses work as defined above, the employee will be paid the difference between his normal straight time earnings and the fees received from court provided that he submits to the College satisfactory documentation of the amount received as compensation for his service and the dates served.

In case of absence from duty for any court proceedings or administrative hearing in which the employee is a party no salary shall be paid the employee for the period of absence, except to the extent that an employee takes a personal leave day or vacation day. However, if the employee is absent from duty for any court proceedings or administrative hearing in which the employee is a party, and, in the judgment of the Director of Human Resources, that court proceeding or administrative hearing arises from justifiable line of duty action on the part of the employee, the employee will be paid normal straight time earnings and will not be required to take a personal leave day or vacation day if appearance interferes with the employee's work schedule.

An employee shall be expected to return to work immediately upon completion of each day's service. If an employee actually serves on a jury, that employee shall be released from work that day.

Cincinnati State Technical and Community College retains the right to make such scheduling changes as it deems necessary to compensate for the absence of an employee required to attend a court or administrative proceeding. The employer shall give notice of such scheduled change to the affected employee(s) as soon as is practicable. In no event will an employee be penalized for serving on jury duty.

In lieu of the above, an employee may voluntarily choose to take a personal, vacation, or compensatory day, in which case he or she would be under no obligation to return to work upon completion of service, and will be under no obligation to report any compensation received for his or her service.

## **Article 18**

### **Safety**

The Parties recognize that the duties performed by a Campus Police and Security Officers involve inherent dangers. The employer agrees to provide a safe workplace for all officers. The employer agrees to provide officers with all of the necessary tools, training and equipment required to provide officers safe working conditions. Officers shall be required to utilize all materials provided by the College for their safety and to adhere to all of the College's safety rules and regulations. The Parties agree that before a grievance may be filed pursuant to this Article the Union must meet with the College and notify them of the safety concern. The date the meeting occurs shall commence the timeline requirements of the Grievance Procedure unless otherwise agreed

## **Article 19**

### **Probationary Period**

Any new employees will be hired subject to a one (1) year probationary period. At any time during the probationary period the College retains the right to terminate the probationary employee, and the probationary employee shall have no right of appeal. The college may terminate a probationary employee for any reason not prohibited by law. A probationary employee shall not be entitled to grieve or appeal their dismissal.

## **Article 20**

### **No Strike or Lockouts**

During the term of this Agreement, no member of the bargaining Unit shall withhold services, or engage in any strike, slowdown, or refusal to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this paragraph, the involved members of the bargaining unit will be subject to disciplinary action.

The college agrees that there shall be no lockouts during the term of the Agreement. Violation of this paragraph by the College shall subject the College to the grievance procedure contained herein and if it is established that the College engaged in an unlawful lockout during the term of this Agreement, the College shall be required to pay the wages of those employees locked out for the period of the lockout.

## **Article 21**

### **Supervisors Working**

No supervisor shall be used to prevent employees from working a 40-hour work week or as a substitute for overtime. Supervisors shall be permitted to instruct an employee in the work of his classification and to provide coverage in circumstances when no bargaining Unit employees are available.

## **Article 22**

### **Subcontracting**

The College retains the right to use subcontractors. No subcontractors shall be used to prevent bargaining unit members from working a 40-hour work week. The College guarantees the existence of full time bargaining unit positions during the term of the Agreement.

### Article 23

#### Medical Limitations Duty

Employees with medical limitations, verified by a doctor's slip, may be permitted to work, but only with the specific permission of the College. The College may deny any such request, but will deal with each case on an individual basis.

### Article 24

#### Training and Certification

The College reserves the right to require bargaining unit employees to participate in training which the College deems necessary to keep employees competent in the most modern and up-to-date public safety methods or that is required by law. The College shall pay the full cost of any such training.

Training required by the College for bargaining unit members to maintain their qualifications and to properly perform their duties shall be provided by the College at the College's expense. If it is necessary to provide such training outside of normal work hours, overtime shall be paid for such hours of actual training. In instances where such training must be scheduled outside of normal working hours, the supervisor shall consult with the members of the bargaining unit to determine the most convenient training schedule within the confines of training availability and shall schedule the training accordingly. Once the training is so scheduled, attendance shall be mandatory. The College shall provide training in the safe and proper use of all equipment issued to bargaining unit members for use in the performance of their duties. Further, training shall be provided when new performance standards or methods are initiated.

Bargaining unit employees who obtain a work related certification which is beyond the basic requirements of the employee's position; which adds, in the judgment of the College, value to that employee's service to the College; and which is approved and designated for supplemental pay in advance by the College shall receive a \$.25 per hour pay supplement, added to base pay, for up to a maximum of two (2) such certifications so attained, and shall continue to receive such supplement as long as the certification remains valid and work-related and beyond the basic requirements of the employee's position. Such approval shall not be unreasonably withheld.

The College and Union agree and acknowledge that the basic requirements for some positions have changed (i.e. Police Officers). No additional compensation will be granted for obtaining / maintaining the basic requirements of being a Police Officer.

However, all bargaining unit members who are currently receiving additional compensation for training/certifications prior to the effective date of this agreement will continue to receive said compensation, up to a maximum of two (2) certifications, as long as the certifications remain valid.

**Article 25**

**Legal/Legislative Change Clause**

If any article or section of the agreement or any addition thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article or section of this agreement should be held invalid, the parties to this agreement agree to enter into immediate collective bargaining, negotiating for a replacement for such article or sections. All other articles shall remain in full force and effect.

**Article 26**

**Entirety Clause**

This written agreement constitutes the entire agreement between the College and the Union and supersedes and replaces any and all agreements, whether written or oral, or express or implied, between and concerning the College and the Union. To the extent, however, that this agreement does not address a particular matter or issue, the written policies and procedures in effect at Cincinnati State Technical and Community College, including those contained in the most current Cincinnati State Technical and Community College Handbook shall govern. The aforementioned paragraph will in no way limit the Union's rights under the Public Employee Collective Bargaining Act except as identified in the Collective Bargaining Agreement.

**Article 27**

**Waiver**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein. The non-exercise of rights retained by the College or of rights obtained by the Union shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

Article 28

MUTUALLY AGREED UPON  
DISPUTE RESOLUTION PROCEDURE

Termination of the Collective Bargaining Agreement ("Agreement"):

- A. This Agreement shall be in full force and effect from August 1, 2008 and shall continue from year to year thereafter unless either party serves written notice of a desire to modify or terminate this Agreement no more than one hundred-twenty (120) days and no less than ninety (90) days prior to the expiration date of this Agreement.
- B. In lieu of the impasse procedure specified in Ohio Revised Code § 4117.14(C), the parties specifically agree that the following procedures will supersede and replace the statutory procedures for resolving an impasse reached in the negotiation of a successor collective bargaining agreement:
1. The party providing notification pursuant to Section A above shall simultaneously send a copy to the State Employment Relations Board (SERB), along with a copy of the existing Collective Bargaining Agreement.
  2. During the period commencing at least seventy-five (75) days prior to the expiration of this Agreement, both parties agree to bargain in good faith in an effort to reach a successor collective bargaining agreement by the expiration date of this Agreement. Further, during bargaining this Agreement shall continue in full force and effect without resorting to strike or lockout.
  3. If the parties cannot reach an agreement by fifty (50) days prior to the expiration of this Agreement, either party may give notice to the Director of the Federal Mediation and Conciliation Services that negotiations are underway but a successor collective bargaining agreement has not yet been reached.
  4. If no successor collective bargaining agreement has been reached by the parties thirty (30) days before the expiration of this Agreement, and the parties have not already mutually agreed to do so, the parties must request that the Director of Federal Mediation and Conciliation Services appoint a mediator to assist the parties in reaching a settlement. The recommendations made by the mediator shall not be binding on the parties to this Agreement.

5. If mediation is not successful, the parties shall engage in fact finding. The fact finder will be chosen by the designated representative(s) of the Union and College, respectively, and the chosen fact finder shall constitute the fact finding panel as otherwise provided under Ohio Revised Code §.4117.14(C). The fact finding hearing shall be conducted as soon as practical. The fact finder's decision shall be final and binding upon all parties, and shall be issued within thirty (30) days of the conclusion of the hearing. The fact finder will decide each issue separately, choosing the Union or College's final offer. The fact finder shall not have the authority to craft his/her own resolution. The cost of such fact finding shall be shared equally between the Union and College. Prior to fact finding, the parties must exchange their last best and final offer. This exchange must be made seven (7) calendar days before the fact finding hearing.
  
6. Selection of Fact Finder/Arbitrator: At the conclusion of mediation and at the same time the parties exchange their last best and final offers, the parties will contact Federal Mediation and Conciliation Services and request a list of seven (7) persons who are willing and able to serve as fact finders under the terms of this Agreement. Within three (3) working days of their receipt of the list from Federal Mediation and Conciliation Services, the designated representative(s) of the Union and College will choose one (1) fact finder from that list by alternatively striking from the list, with the parties to flip a coin to determine which side strikes first. The parties will each notify Federal Mediation and Conciliation Services of the person chosen as a fact finder.
  
7. Binding Decision. The decision of the chosen fact finder shall be binding on all parties. Further, the parties specifically agree that the provisions of Ohio Revised Code § 4117.14(G) (11) restricting the authority of a conciliator with respect to the effective date of an award regarding wages shall be waived.

Article 29

Duration and Amendment

This agreement shall become effective on January 1, 2013 and shall continue in full force and effect until midnight of December 31, 2015.

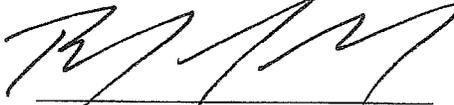
Any amendment, modification or addition to this agreement must be in writing and duly signed by the parties in order to be effective.

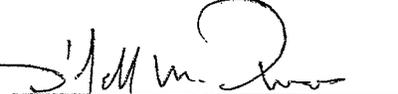
IN WITNESS WHEREOF, the parties have hereunto set their hand this 12<sup>th</sup> day of March, 2013

CINCINNATI STATE  
TECHNICAL AND  
COMMUNITY COLLEGE

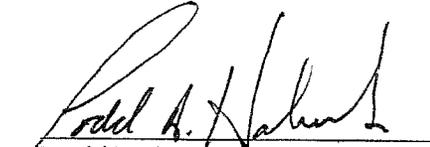
  
Cathy T. Crain,  
Chair, Board of Trustees

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

  
Barry L. Gray  
FOP/OLC Staff Representative

  
O'dell M. Owens, MD, MPH  
President

  
Michael A. Varin, Jr.  
Michael A. Varin, Jr.

  
Todd Halusek  
Todd Halusek

## Notice of Eligibility and Rights & Responsibilities (Medical - Family and Medical Leave Act)

The Family and Medical Leave Act of 1993 (FMLA) is a United States federal law requiring covered employers to provide employees job-protected unpaid leave for qualified medical and family reasons. These reasons include personal or family illness, military service, family military leave, pregnancy, adoption, or the foster care placement of a child.

In general, to be eligible for leave under the FMLA, an employee must have worked for Cincinnati State for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. Once Cincinnati State receives notice of an FMLA qualifying event, we will inform the employee of his or her eligibility through this *Notice of Eligibility and Rights and Responsibilities* form, and the requirements, terms and conditions associated with the leave, as described in Part A below.

Please carefully review this information and the information contained in Part B which explains your rights and responsibilities under the FMLA. If you are eligible for FMLA leave, you will be notified whether the leave request is approved once we receive and review the certification documentation described in Part B.

Please contact the Human Resources Department if you have any questions about this form or any of your rights and responsibilities associated with your leave request.

### Part A – NOTICE OF ELIGIBILITY

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
- You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - You have not met the FMLA's 1,250 hours worked requirement.
  - You do not work and/or report to a site with 50 or more employees within 75-miles.

### PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us within 15 calendar days or by \_\_\_\_\_.** If sufficient information is not provided in a timely manner, your leave request may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request is enclosed.
  - Sufficient documentation to establish the required relationship between you and your family member.
  - Other information needed: \_\_\_\_\_
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- No additional information requested at this time.

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

- Contact Gonzalo Camacho, Benefits Administrator at 513-569-1799 to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.
- You will be required to use all of your current available sick leave, vacation pay, and/or personal leave benefits during your FMLA absence. Whether paid or unpaid, all of your leave will count as protected FMLA leave and will be counted as a reduction of your total weeks of FMLA leave entitlement. You can check your paid leave balance in the "Leave Summary" on "My CState" Website.
- Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.
- We  have/  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.
- While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every 30 days/weeks.
- Upon returning from leave, you will be required to provide us with a Return-to-Work certification from your healthcare provider. A copy is attached with this form and should be submitted upon returning from leave.

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

\_\_\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to your Union Agreement or the Benefits Summary available on the Cincinnati State Intranet

\_\_\_\_\_ Applicable conditions for use of paid leave and other FMLA instructions or information:  None  See below.

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**Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:**

Jackie Flynn, HR Executive Assistant at 513-569-1565

\_\_\_\_\_

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

}  
} Case No(s): 12-MED-01-0047  
}

and,

CINCINNATI STATE TECHNICAL AND  
COMMUNITY COLLEGE,  
EMPLOYER.

}  
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FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Odell M. Owens  
[odell.owens@cincinnatiastate.edu](mailto:odell.owens@cincinnatiastate.edu)