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# AGREEMENT

**BETWEEN**



**THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

**AND**

**OWENS COMMUNITY COLLEGE**



Expires 10/31/2014

## TABLE OF CONTENTS

<i>ARTICLE</i>	<i>TITLE</i>	<i>PAGE #</i>
<b>1</b>	<b>AGREEMENT</b>	<b>3</b>
<b>2</b>	<b>RECOGNITION</b>	<b>3</b>
<b>3</b>	<b>SAVINGS CLAUSE</b>	<b>3</b>
<b>4</b>	<b>NON-DISCRIMINATION</b>	<b>4</b>
<b>5</b>	<b>DUES</b>	<b>4</b>
<b>6</b>	<b>MANAGEMENT RIGHTS</b>	<b>5</b>
<b>7</b>	<b>SANCTITY OF AGREEMENT</b>	<b>5</b>
<b>8</b>	<b>CORRECTIVE ACTION &amp; EMPLOYEE RECORDS</b>	<b>5</b>
<b>9</b>	<b>GRIEVANCE PROCEDURES</b>	<b>7</b>
<b>10</b>	<b>NO STRIKE NO LOCKOUT</b>	<b>9</b>
<b>11</b>	<b>CONTRACTING OUT</b>	<b>9</b>
<b>12</b>	<b>WORK OUT OF CLASSIFICATION</b>	<b>9</b>
<b>13</b>	<b>WORK BY NON-BARGAINING UNIT PERSONELL</b>	<b>9</b>
<b>14</b>	<b>SENIORITY and PROBATION</b>	<b>10</b>
<b>15</b>	<b>HOURS OF WORK AND OVERTIME</b>	<b>10</b>
<b>16</b>	<b>COMPENSATION</b>	<b>11</b>
<b>17</b>	<b>UNION AND EMPLOYEE RIGHTS</b>	<b>12</b>
<b>18</b>	<b>BENEFITS</b>	<b>14</b>
<b>19</b>	<b>VACATION</b>	<b>16</b>
<b>20</b>	<b>HOLIDAYS</b>	<b>17</b>
<b>21</b>	<b>LEAVES</b>	<b>18</b>
<b>22</b>	<b>LIGHT DUTY</b>	<b>22</b>
<b>23</b>	<b>EMPLOYEE TUITION</b>	<b>22</b>
<b>24</b>	<b>INCLEMENT WEATHER/EMERGENCY CLOSING</b>	<b>22</b>
<b>25</b>	<b>LABOR/MANAGEMENT COMMITTEE</b>	<b>22</b>
<b>26</b>	<b>UNIFORM/EQUIPMENT ALLOWANCE</b>	<b>23</b>
<b>27</b>	<b>LAYOFF AND RECALL</b>	<b>24</b>
<b>28</b>	<b>DURATION</b>	<b>26</b>
	<b>MOUs (Memorandum of Understanding)</b>	<b>27</b>

**Article 1  
AGREEMENT**

Section 1.1 This Agreement is entered into by and between the Owens Community College hereinafter referred to as the "Employer and/or College", and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC, Members, Union, and/or Employees". The purpose of this Agreement is to specify the rates of pay, benefits, hours of work, and conditions of employment for those employees in the bargaining units hereinafter defined.

**Article 2  
RECOGNITION**

Section 2.1 The College recognizes the FOP/OLC as the exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, or other terms and conditions of employment for all full-time Police Officers of the Owens Community College Police Department.

Section 2.2 Excluded from the bargaining unit are all other employees of Owens Community College not specified in Section 2.1.

Section 2.3 Exclusive bargaining rights shall be interpreted to mean that the College shall not negotiate, or meet, or confer with any person, group of persons, associations, or unions, other than the FOP/OLC, or Bargaining committee as identified by the FOP/OLC, except as provided for by law, for purposes of effecting or attempting to effect a change in terms of this Agreement as it may apply to any provision contained herein, and shall not permit any Owens Community College employee or agent to adopt or continue any policy, procedure, or program which is in conflict with any provision of this Agreement, as any such may apply to an employee covered by this Agreement.

Section 2.4 All members of the Bargaining Committee for the College and the FOP/OLC shall be free from coercion, intimidation, discrimination, threats, or any other detrimental actions. Members of the Bargaining Committee shall be permitted to attend wage negotiation sessions while on duty without changing their regularly assigned shift, at no loss of time to the member, so far as practicable. Such provision shall in no way interfere with the safe and efficient operation of the Owens Community College Department of Public Safety, Police Division. Any such conflict shall be brought to the attention of the Member's immediate supervisor for resolution, and if a conflict remains unsolved, a final determination shall be made by the Director of Public Safety/Chief of Police.

**ARTICLE 3  
SAVINGS CLAUSE**

Section 3.1 If any part of the Agreement shall later be declared invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted state or federal legislation, or

by virtue of any judicial ruling, all other parts of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of any invalidation of any part of this Agreement for such reason, the College and the FOP/OLC agree to meet within 30 (thirty) days of the invalidation for the purpose of renegotiating said part.

#### **ARTICLE 4 NON-DISCRIMINATION**

Section 4.1 Neither Owens Community College nor the Fraternal Order of Police, Ohio Labor Council, will discriminate against any employee based on age, sex, disability, race, color, religion, or national origin. All references in this agreement to the male gender shall be construed to be equally applicable to females. The College and FOP/OLC agree not to discriminate against any employee on the basis of his membership or non-membership in the Labor Council. Further, the College agrees not to discriminate against any employee because of or regarding his activities as a representative of the FOP/OLC. The College and the Labor Council, and the Labor Council members agree to not let membership or non-membership in the Labor Council affect their on-the-job relationship with other employees.

#### **ARTICLE 5 DUES**

Section 5.1 The College agrees to deduct from the wages of any employee who is a member of the FOP/OLC all membership dues uniformly required. The FOP/OLC shall notify the College from time to time of the dues it charges and its current membership. All employees in the bargaining units shall either become dues paying members of the FOP/OLC, Inc., or, as a condition of continued employment, pay to the FOP/OLC a fair share fee in an amount established by the FOP/OLC in order to meet its duty of fair representation. The College agrees to deduct from the wages of any employee who is not a member of the FOP/OLC the fair share fee amount.

Section 5.2 Dues and fees deducted shall be forwarded to the FOP/OLC headquarters office on a monthly basis. There shall be no cost to either the FOP or the employees for the above service.

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.

**ARTICLE 6  
MANAGEMENT RIGHTS**

Section 6.1 Owens Community College hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including the public employer rights specified in 4117.08, Ohio Revised Code, subject to the specific terms of this Agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain officers in positions, suspend, demote, discharge, remove or take other disciplinary action against officers for just cause, to determine the methods, means, and officers or persons by which College operations shall be conducted, to direct the schedule, shift, and location of the work of officers so that the College may operate in the most efficient manner, subject only to the specific terms of this Agreement. All management rights are retained by the College including the sole and exclusive right to manage its operations, buildings, and facilities and to direct the work force including the rights specified in 4117.08 of the Ohio Revised Code, subject to the specific terms of this Agreement.

**ARTICLE 7  
SANCTITY OF AGREEMENT**

Section 7.1 No changes in the Agreement shall be negotiated during the duration of the Agreement unless there is written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**ARTICLE 8  
CORRECTIVE ACTION & EMPLOYEE RECORDS**

Section 8.1 The College will not discharge, suspend or otherwise discipline members except for just cause and the treatment of members shall be similar to that of other members . The College agrees to apply the principles of progressive discipline where appropriate. However, certain actions by their nature may be severe enough to justify deviating from progressive disciplinary principles. Progressive discipline may include verbal reprimand, written reprimand, suspension or demotion prior to termination.

Section 8.2 No member shall receive a verbal or written reprimand prior to a conversation with the Supervisor issuing the discipline. Members shall not be demoted, suspended or discharged without first being given an opportunity to attend a pre-disciplinary hearing where the member may give his/her version of the events at issue. An employee may waive his/her right to a pre-disciplinary hearing. The member being disciplined, investigated, or questioned may have an FOP/OLC representative present at any questioning of the member, unless the member consents in writing to being questioned outside the presence of the FOP/OLC representative. The College or the FOP/OLC may present witnesses at the pre-disciplinary

hearing. The side who wishes a witness or witnesses to testify at the pre-disciplinary hearing shall provide the other side and the member of Human Resources with a list of witnesses no less than four (4) hours prior to the scheduled start of the pre-disciplinary hearing. The member of Human Resources conducting the hearing shall not be directly or indirectly in the chain of command of the member who is the subject of the pre-disciplinary hearing. Upon the close of the pre-disciplinary hearing, the member of Human Resources conducting the hearing shall provide a copy of his decision to the employee and College within ten (10) calendar days.

Section 8.3 A copy of any written notice of suspension, demotion or discharge given to the member will also be given to the FOP/OLC Staff Representative. The College and the FOP/OLC agree that all disciplinary procedures shall be carried out in a private and businesslike manner.

Section 8.4 Disciplinary action may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the Step 2 of the grievance procedure within ten (10) calendar days from receipt of the notice of discipline by the employee and/or FOP/OLC.

Section 8.5 Any material placed in a Bargaining Unit Member's file which may affect that member's job classification performance evaluation shall be made known to the member involved, and (within five (5) business days of such notice) the member may add to the file and attach to the material a written, signed statement or rebuttal. A member may additionally review his/her file at any reasonable time during normal working hours, by appointment, and may be accompanied by the member's FOP/OLC representative. The member may copy material contained in his/her personnel file.

Section 8.6 The College shall keep only one official personnel folder on each Bargaining Unit Member which shall be kept in the Human Resources Department at all times.

Section 8.7 Records of disciplinary actions shall cease to have effect and be removed from the member's personnel file in accordance with the following schedule:

- a. All verbal and written reprimands shall be removed from the member's personnel file after one (1) year from the date of the reprimand, provided there have been no reprimands of a like nature for a continuous period of one (1) year.
- b. All suspensions may be removed from the member's personnel file after two (2) years from the date of suspension, provided there has been no discipline of a like nature for a continuous period of two (2) years.

## ARTICLE 9 GRIEVANCE PROCEDURES

**Section 9.1 Definition of a Grievance:** A grievance is a difference of opinion or dispute between the parties concerning the meaning, or interpretation of the expressed terms or any parts of this Agreement, unless otherwise specifically excluded.

**Section 9.2 Employee Rights in Grievance:** In all grievance proceedings the employee has the right to Union representation.

**Section 9.3 Grievance Form:** Written grievances shall be submitted only on a form provided by the FOP/OLC and shall include the following information: a statement of the grievance and the facts involved; the article and section of the Agreement in dispute; the remedy requested; the signature of the employee and/or his grievance representative.

**Section 9.4 Grievance Steps:** All grievances, including those relating to layoff, suspension, demotion, or discharge, shall be settled in the following manner: For the purpose of this Article, a business day is a day in which the College is open, excluding Saturday and Sunday.

**STEP 1:** The aggrieved employee and/or his FOP/OLC representative shall orally present the facts to his immediate supervisor within ten (10) business days of the date on which the grievance arose on or which the employee would have reasonably become aware of the grievance. The supervisor shall render a decision within ten (10) business days from the date on which the grievance was submitted, and present same to the aggrieved employee and/or his FOP/OLC representative.

**STEP 2:** If the grievance is not resolved in Step 1, the employee or his FOP/OLC representative shall within ten (10) business days of the supervisor's presentation of his decision at Step 1, submit the grievance, in writing, to Director of Public Safety/Chief of Police. The Director of Public Safety/Chief of Police shall within ten (10) business days from the receipt of the grievance call a meeting, which may include the immediate supervisor, the aggrieved employee and/or his FOP/OLC representative. The Director of Public Safety/Chief of Police shall render a written decision within ten (10) business days from the completion of the meeting.

**STEP 3:** If the grievance is not resolved in Step 2, the employee and/or his FOP/OLC representative shall, within ten (10) business days of the Union's receipt of written decision at Step 2, submit the grievance in writing, to the Vice President of Human Resources or designee. The Vice President of Human Resources or designee shall within ten (10) calendar days from the receipt of the grievance call a meeting, which may include the Director of Public Safety/Chief of Police, the aggrieved employee and/or his FOP/OLC representative. The Vice President of Human Resources or designee shall render a written decision within ten (10) business days from the completion of the meeting.

**STEP 4:** If the grievance is not resolved at Step 3, the employee and/or his FOP/OLC

representative, within thirty (30) calendar days from the receipt of the Vice President of Human Resources or designee's written decision at Step 3, may appeal the grievance by filing written notice with the Vice President of Human Resources or designee. The FOP/OLC, based on the facts presented, has the right to decide whether to arbitrate the grievance.

Upon receipt of a notice to arbitrate, the College and the FOP/OLC shall by joint letter request the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators with National Academy of Arbitrators credentials (Ohio panel). Both the Union and the College each have the right to reject one list of arbitrators and request another list. The cost of obtaining the list of arbitrators shall be paid by the party requesting the list.

The parties shall select an arbitrator from the list provided by the agency by striking names alternately.

**Authority of Arbitrator.** In reaching his/her decision, the arbitrator shall have no authority to add to 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'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 in writing and submitted to both the College and Union and shall be final and binding on both parties and the grievant.

**Arbitration Costs.** The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties.

The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. Additionally, the expenses of any employee of the Department who is not on scheduled duty shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of a subpoena, although either party may, if it so chooses, subpoena the individual.

The College shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the F.O.P. or the College at the employee's regular hourly rate of pay, solely for the period of time it is necessary for such employee to attend and testify at the hearing.

Where practicable, the employee witness shall be placed on call for purposes of attendance so that the College does not necessarily incur increased costs. It is agreed that

any request for attendance shall be made in good faith and that the calling of a witness shall not unduly interfere with the operation of the College.

**ARTICLE 10  
NO STRIKE NO LOCKOUT**

Section 10.1 During the term of this Agreement or any extension thereof, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from one's position, no stoppage of work, no slow down, or abstinence in whole or in part from the full, faithful and proper performance of duties of employment.

**ARTICLE 11  
CONTRACTING OUT**

Section 11.1 The College reserves the right to contract for services. However, the College agrees to meet and confer with the Union in advance of entering into any such contract and to negotiate regarding the effects of any contracting; moreover, the College will not lay off members of the bargaining unit or abolish jobs in the exercise of this right

**ARTICLE 12  
WORK OUT OF CLASSIFICATION**

Section 12.1 If Bargaining Unit Members who are covered by this Agreement perform authorized duties in a higher job classification such members shall be paid for such time worked at the higher classification in which they are working beginning after eight hours of continuous assignment to the higher classification. If a member is temporarily assigned to work at a lower classification, he/she will maintain the rate of their regular classification.

**ARTICLE 13  
WORK BY NON-BARGAINING UNIT PERSONELL**

Section 13.1 It shall not be a violation of this Agreement for supervisors and other Non-Bargaining Unit personnel to perform Bargaining Unit work which is otherwise within their normal job duties or for training purposes, or where necessary to meet operational needs. Supervisors and other Non-Bargaining Unit personnel, by performing their duties, shall not displace or cause to be laid off, or bump a Bargaining Unit Member from a regularly scheduled assignment normally performed by a member, or from an overtime assignment which would normally be performed by a member, subject to the provisions of this agreement.

## **ARTICLE 14 SENIORITY**

Section 14.1 Except as otherwise provided for herein, the Bargaining Unit member's seniority shall be the total uninterrupted regular full-time employment as an employee in a position included in the Bargaining Unit.

Section 14.2 All Bargaining Unit Members shall be considered probationary employees until successful completion of their probationary period. Probationary periods shall be defined as follows:

- a. Bargaining Unit Members hired having successfully completed the Police Academy, pursuant to ORC 109.77, shall serve a probationary period of one (1) year.
- b. Bargaining Unit Members hired not having completed the Police Academy, pursuant to ORC 109.77, shall serve a probationary period of one year after successfully completing the Police Academy. Upon successful completion of the probationary period a Bargaining Unit members' seniority shall be retroactive to the date of hire.

Section 14.3 A Bargaining Unit Member's seniority shall terminate if a Bargaining Unit Member:

- a. Quits, resigns, or retires;
- b. Is discharged for cause;
- c. Is laid off for a period of more than eighteen (18) consecutive months; or
- d. Fails to report to work as scheduled after leave of absence or layoff.

## **ARTICLE 15 HOURS OF WORK AND OVERTIME**

Section 15.1 Forty (40) hours shall be the standard work week for all Bargaining Unit Members.

Section 15.2 In the event it becomes necessary for the College to change a regular work schedule, members will be given ten (10) calendar days notice, including the day of notice, of schedule changes. Ten (10) days prior notice is required for changes of a temporary nature except under unexpected circumstances. Schedule changes without such notice shall not be made to avoid the payment of overtime.

Section 15.3 For all hours worked in excess of forty (40) in a work period, employees shall be compensated in accordance with the Fair Labor Standards Acts regulations with overtime pay at rate of one and one-half (1 ½) times their regular straight-time hourly rate. Leave including but not limited to the types of leave outlined in Article 21, will not in any event be treated as time

worked for purposes of overtime. Such approach shall also apply to paid holidays. Forced overtime shall be paid at one and one-half (1 ½) times.

- A. Maximum Accumulation of compensatory time is a rolling forty (40) hours. If any member wants to take compensatory time at time and one-half in lieu of overtime (time and one-half) payment, that choice must be clearly stated on the time sheet.
- B. An employee who has accumulated compensatory time must utilize all such time prior to July 1<sup>st</sup> of each year. If the employee has not taken the time by that date, then he/she shall have the remaining hours paid in cash at the appropriate rate in the first pay period of the new fiscal year.

Section 15.4 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.

Section 15.5 Except in a declared emergency, 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.

## **ARTICLE 16 COMPENSATION**

### Section 16.1 WAGES

#### **2012**

Effective upon the signing of this agreement, wage and salary rates for bargaining unit personnel shall remain at their current rate.

#### **2013**

Effective the beginning of the first full pay period in January 2013 bargaining unit members shall receive a two-and-one-half percent (2.5%) wage increase to their current hourly wage rates.

Pay Range: Min: \$18.50 Max: \$27.50

#### **2014**

Effective the beginning of the first full pay period in January 2014 bargaining unit members shall receive a two-and-one-half percent (2.5%) wage increase to their current hourly wage rates.

Pay Range: Min: \$18.50 Max: \$27.50

**ARTICLE 17**  
**UNION AND EMPLOYEE RIGHTS**

SECTION 17.1: 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 Director of Public Safety/Chief of Police prior to utilizing College facilities under the terms of this provision.

SECTION 17.2: RELEASE TIME FOR UNION

The College shall grant reasonable and appropriate 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 three (3). The College shall grant up to a maximum of three (3) release days total for Union members to attend FOP/OLC conventions, conferences, training or meetings without loss of pay. If more than three days are used, employees may use approved leave.

SECTION 17.3: PUBLIC RECORDS

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

SECTION 17.4: 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 may 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 in the presence of the employee.

- 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 any other documents concerning the matter that generated the issue.

#### SECTION 17.5: 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 report of the meeting at the same time as they are distributed to other interested parties.

#### SECTION 17.6: 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 17.7: BOARD POLICIES

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

#### SECTION 17.8: LIST OF UNION OFFICERS

The Union shall supply the Vice-President of Human Resources with an up-to-date list of Union Associates at least once each calendar year. 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 17.9: USE OF EQUIPMENT AND SUPPLIES

The Union shall have the right to request that a reasonable amount of Union materials be prepared using Owens Community College facilities and equipment. The request shall be made to the Director of Public Safety/Chief of Police.

#### SECTION 17.10: 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 17.11: COMMITTEES

The College will notify the Union concerning 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 17.12: PERSONAL EFFECTS

Except in the case of circumstances deemed by the College as extraordinary, a terminated employee may remove his/her personal effects. In an instance when an affected employee cannot remove his/her personal effects, the College will ship said property to the employee as soon after the employee's termination date as possible.

**ARTICLE 18  
BENEFITS**

SECTION 18.1 MEDICAL PROGRAM

**Effective January 1, 2013**

Bargaining Unit Members and their eligible dependents are eligible for the medical program effective the first day following the third month of hire.

*Example: January hire Medical benefits effective April 1<sup>st</sup>*

**Prescription Coverage: \$2 generic/\$25 name brand /\$45 non-preferred name brand**

**Benefits/Health Care: Plan design for those earning \$42,000 and less**

Employee Contribution:	12% of COBRA conversion rate
Co-Insurance:	In network: 85%/15% employee; OON**: 70%/30% employee
Deductible:	\$500 single/\$1,000 family
Out of Pocket Max:	\$1,500 single/\$3,000 family*

**Benefits/Health Care: Plan design for those earning \$42,001 or greater**

Employee Contribution:	13.5% of COBRA conversion rate
Co-Insurance:	In network: 85%/15% employee; OON**: 70%/30% employee
Deductible:	\$500 single/\$1,000 family
Out of Pocket Max:	\$1,500 single/\$3,000 family*

**Effective January 1, 2014**

**Prescription Coverage: \$2 generic/\$25 name brand /\$45 non-preferred name brand**

**Benefits/Health Care: Plan design for those earning \$42,000 and less**

Employee Contribution: 13.5% of COBRA conversion rate  
Co-Insurance: In network: 80%/20% employee; OON\*\*: 70%/30% employee  
Deductible: \$750 single/\$1,500 family  
Out of Pocket Max: \$1,800 single/\$3,600 family\*

**Benefits/Health Care: Plan design for those earning \$42,001 or greater**

Employee Contribution: 15% of COBRA conversion rate  
Co-Insurance: In network: 80%/20% employee; OON\*\*: 70%/30% employee  
Deductible: \$750 single/\$1,500 family  
Out of Pocket Max: \$1,800 single/\$3,600 family\*

\*2 times out of network  
\*\* OON= Out Of Network

*All bargaining unit members and their eligible dependents are eligible for the College's medical program through the length of this contract.*

**SECTION 18.2 DENTAL PROGRAM PLAN**

Bargaining unit members and their eligible dependents are eligible for the dental program effective the first day following the fifth month of hire.

*All bargaining unit members and their eligible dependents are eligible for the College's dental program through the length of this contract.*

*Example: January hire Medical benefits effective June 1st*

*Orthodontia coverage will be available for bargaining unit member's dependent children up to age 26 with a lifetime maximum of \$1,500 each.*

**SECTION 18.3 VISION INSURANCE**

Bargaining unit members and their eligible dependents are eligible for the vision program effective the first day following the fifth month of hire.

*Example: January hire Medical benefits effective June 1<sup>st</sup>*

*All bargaining unit members and their eligible dependents are eligible for the College's vision program through the length of this contract.*

#### SECTION 18.4 LIFE INSURANCE

Bargaining unit members shall be eligible for life insurance benefits provided by the College and in accordance with the policies set forth by the Owens' Board of Trustees.

#### SECTION 18.5 125 PLAN

The College will maintain a Section 125 premium only program that will treat employee medical premium contributions pre-tax. Employee contribution will be a mandatory deduction through this plan.

#### SECTION 18.6 FLEXIBLE SPENDING ACCOUNT

The College will maintain Flexible Spending Arrangements (medical and dependent care – salary reduction plans) to address those expenses not covered by the medical, dental and vision programs of the College on a pre-tax basis. Flexible Spending Accounts (FSA) will be governed by IRS regulations and will be voluntary programs.

#### SECTION 18.7 OPT-OUT

Those having and providing proof of insurance coverage elsewhere may opt-out. Those that opt-out will share in 10% of the College's savings determined by COBRA conversion rates.

### **ARTICLE 19 VACATION**

Members of the bargaining unit shall accrue vacation leave beginning the end of the first full month of service. Employees on voluntary unpaid leave shall not accrue vacation leave during such an absence unless they work at least 50% of the scheduled work days for the months involved.

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 one third (11.33) hours per month such 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 two-thirds (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 leave may be taken in one-half (½) hour increments. If an employee takes a day off, the number of hours used will be equal to the number of hours that the employee was 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 such assignment. When an employee begins employment before the sixteenth day of the month, the employee will begin accruing the last pay date of that month. Otherwise the employee will begin accruing the last pay date of the following month. (Persons on unpaid leave will not earn vacation during such absence unless legally mandated).

## **ARTICLE 20 HOLIDAYS**

### SECTION 20.1

Employees who 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.

The following days are designated as paid holidays:

Martin Luther King Day  
Veterans Day  
Memorial Day  
Independence Day  
Labor Day  
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

During the pay period following the December holiday break, or any recognized holiday, the Director of Public Safety/Chief of Police 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.

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.

## **ARTICLE 21 LEAVES**

### SECTION 21.1 SICK LEAVE

1. At a minimum, anticipated 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 of service.
2. Accrued credits shall be allowed for 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.
3. Anticipated 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 in those cases where the employee's absence is required. 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 - An employee who has been absent for five (5) 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, or illness and the reasonable duration of the recovery.
  - d. Exposure to contagious disease until the quarantine is lifted.
  - e. Hospitalization/Illness/Injury in the employee's family subject to verification by the College.
4. 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 including possible termination.

5. Family and medical leave will run concurrent with sick leave usage.

6. An employee having ten (10) or more years of service at the College who resigns from the College to retire directly into any Ohio Public Retirement System or an Alternative Retirement Plan (ARP) 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 under this provision is one-fourth (1/4) of 260 days.

#### SECTION 21.2 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 21.3 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 up to 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 placement 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 employee (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 21.4 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 for jury service time. 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 21.5 MILITARY LEAVE

Employees will be granted military leave and reemployment rights in accordance with Federal and Ohio Law. Employees in the military will provide training schedule(s) including a copy of the orders to the Director of Public Safety/Chief of Police as early as practical.

#### SECTION 21.6 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 hours. The request must indicate the estimate of the number of hours the employee will be off. Except in the case of emergency, the leave will be denied if the request is not submitted in advance to the immediate supervisor. Personal leave will be granted in one-half (½) hour increments.

#### SECTION 21.7 LEAVE WITHOUT PAY

Any employee who requests time off without pay must submit the request in writing to their immediate supervisor at least seventy-two (72) hours in advance of the requested time off. This request may cover 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 emergency or other 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 21.8 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 FMLA 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 21.9 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 FMLA 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 21.10 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, said employee may apply to the Sick Leave Program Committee for contributions of sick leave from this program, which contributions may only come from members of this bargaining unit. This committee will be comprised of two (2) members chosen from the Labor/Employee Relations/Human Resources, chosen by the Vice President of Human Resources and two (2) employees chosen by the Owens Police Officers. The Sick Leave Program Committee will determine whether the

circumstances of any situation presented to it are covered. 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 a notice of this application to the president of union and he/she will forward the notice to the membership.

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. The expense of the third-party medical examination will be borne by the College.

All contributions will be allocated to a specific individual. Sick leave may be contributed 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 ongoing 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 (3) years from the date of their return to work.

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.

**ARTICLE 22  
LIGHT DUTY**

SECTION 22.1

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 23  
EMPLOYEE TUITION**

SECTION 23.1 TUITION WAIVER

Full 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 Tuition Waiver Board Policy.

SECTION 23.2 EDUCATIONAL ASSISTANCE PROGRAM

Full time bargaining unit members shall be allowed to apply for reimbursement under the Staff Education Assistance Program. The College will budget an amount of one thousand dollars (\$1,000) each fiscal year for the employees to be used in accordance with the College's Educational Assistance Program (SEAP) guidelines.

**ARTICLE 24  
INCLEMENT WEATHER/EMERGENCY CLOSING**

SECTION 24.1

If an employee reports to work and the College is thereafter closed due to unanticipated circumstances, the employee shall continue his/her shift until released by his/her immediate supervisor. Payment for any inclement weather day is limited to the normally scheduled 8-hour day or 10-hour day.

**ARTICLE 25  
LABOR/MANAGEMENT COMMITTEE**

Section 25.1 In the interest of sound employee relations, a joint committee not to exceed six (6), half of whom shall represent the College and half of whom shall represent the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Agreement.

Section 25.2 An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall include, but not be limited to:

- A. Discussions concerning the administration of this Agreement;
- B. Notifying the Union of changes made by the College which affect bargaining unit employees;
- C. Discussions of grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Dissemination of general information of interest to the parties;
- E. Discussions of ways to increase productivity and to improve efficiency; and
- F. Considerations and discussions of safety matters relating to employees.

Section 25.3 Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

Section 25.4 Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 26 UNIFORM/EQUIPMENT ALLOWANCE**

Section 26.1 The College shall assume the cost of furnishing new employees with a complete set of uniform requirements for the first years' service. Upon completion of the first year of employment, sworn officers shall be entitled to a portion of the annual uniform allowance of five hundred dollars (\$500.00). The employee's portion shall be prorated, based upon the number of months remaining in the calendar year following the employee's anniversary date. Starting in January of the next calendar year, the employee shall be entitled to the full annual uniform allowance of five hundred dollars (\$500.00).

If the College determines that a change in uniform is to be made, the College shall pay for all articles of uniform changed.

The College shall furnish the replacement of body armor within six (6) months of the expiration of the manufactures' warrantee for each officer.

Section 26.2 Equipment articles lost, stolen, or damaged through negligence shall be replaced by the employee. Equipment articles needing repair or replacement due to job-related wear and tear

shall be repaired or replaced by the College. Clothing damaged or destroyed in the line of duty will be replaced by the College.

Section 26.3 All purchases of uniforms and equipment under this article shall be approved by the Director of Public Safety/Chief of Police.

Section 26.4 Eye glasses or contacts, watches, or other personal property damaged in the line of duty will be repaired or replaced by the College, so long as it can be shown that there was no negligence by the employee which contributed to this property loss or damage. (Watches and other personal property replacement shall be limited to three hundred dollars [\$300.00] per incident).

In the event that there is a restitution order ordered by a court of record, any money that is awarded and received for the damage to eyeglasses, watches, or other personal property, contact lenses, or to dentures, shall be returned to the College (up to the amount paid by the College), if the College paid for the cost of the damage or replacement of such items.

Section 26.5 Items referred to in Sections 26.1, 26.2 and 26.3 are as follows

**POLICE UNIFORM LIST**

5	Uniform pants
5	Uniform summer shirts
5	Uniform winter shirts
1	Jacket with liner
1	Police hat/cap
1	Tie
1	Pants belt
1	Rain Coat
1	Rain Cover for hat
1	Name Plate
2	Police Patches per shirt and coat
1	Ballistic Vest

Section 26.6 The College shall supply and maintain the issued sidearm, duty gun belt, sidearm holster, asp or baton, asp or baton holster, handcuffs, handcuff case, radio, radio case, 4 belt keepers, and any other item required by the College.

**ARTICLE 27  
LAYOFF AND RECALL**

Section 27.1 When the Employer determines that a layoff, job abolishment, or reorganization is necessary due to a lack of funds or lack of work, the Employer shall meet with the Union no less than thirty (30) calendar days prior to the layoff, job abolishment or reorganization. If after meeting with the Union, the College still maintains that a long-term layoff, job abolishment, or reorganization is necessary, the College shall notify the affected employees thirty (30) calendar

days in advance of the effective date of the layoff, job abolishment or reorganization. The Employer, upon request from the FOP/OLC, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the FOP/OLC.

Section 27.2 Employees will be laid off beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All temporary, seasonal, and part-time employees, if any, in the classification will be laid off before any bargaining unit members.

Section 27.3 Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Full-time employees with recall rights shall be recalled prior to any temporary, seasonal, intermittent, or part-time employees. When the Employer recalls employees off the list, they shall be recalled to their previous classification, if such is available.

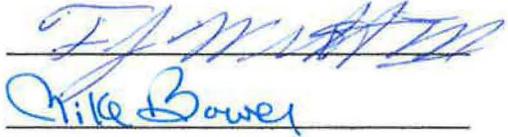
Section 27.4. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the FOP/OLC. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 27.5. In the case of a long-term layoff, the recalled employee shall have ten (10) calendar days following receipt of the recall notice to notify the College of his /her intention to return to work and shall have ten (10) calendar days following the date of the employee notification to the College of his/her intention to return to work in which to report for duty, unless a different date for returning to work is specified in the notice.

**ARTICLE 28  
DURATION**

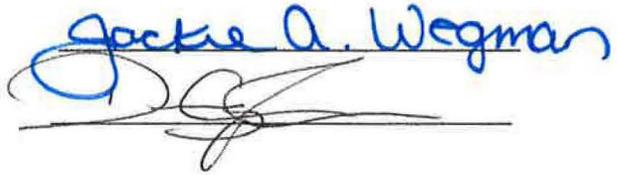
This Agreement shall be effective from the date of Union ratification and Employer approval through and including October 31, 2014.

OWENS COMMUNITY COLLEGE

  
\_\_\_\_\_  
Mike Bower

Date: 11/8/12

FOP, OHIO LABOR COUNCIL, INC.

  
\_\_\_\_\_  
Jackie A. Wegman

Date: 11-5-12

# FOP/OLC Memorandums of Understanding

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Duration

11/13/12

# MEMORANDUM OF UNDERSTANDING

## RE: Duration

This Memorandum of Understanding is made this 13<sup>th</sup> day of Nov, 2012 by and between Owens Community College and the FOP/OLC, Inc. This memorandum clarifies and shall be considered a part of the parties November 7, 2012 through October 31, 2014 collective bargaining agreement and will remain in effect for the term of that agreement. The parties hereby agree to the following clarification modification to their collective bargaining agreement.

### Article 28 Duration

SECTION 28.1. This Agreement shall be effective as of November 7, 2012 and shall remain in full force and effect through midnight October 31, 2014.

SECTION 28.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no earlier than one hundred twenty (120) calendar days prior to and no later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be by certified mail.

FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.

OWENS COMMUNITY COLLEGE

  
\_\_\_\_\_  
Jackie Wegman, Staff Representative

  
\_\_\_\_\_  
F. Jack Witt III, Vice President, HR

Date 11/13/12

Date 11/8/12