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**Agreement Between**

**Owens Community College**

**and the**

**Owens Support Staff Union**

**(Local 6325)**

January 1, 2015 – December 31, 2017

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## ARTICLE I RECOGNITION

### A. Union Recognition

Due to the SERB conducted consent election of February 8, 2005 the Owens Community College Board of Trustees recognizes the Ohio Federation of Teachers as the sole and exclusive bargaining agent for the employees as defined below, for the purpose of establishing wages, hours, and other terms and conditions of employment. The term of recognition shall be continuous unless the Ohio Federation of Teachers is removed or replaced in accordance with provisions of the Ohio Revised Code 4117.

1. **Included Employees**

All full-time Custodians, Receptionists/Secretaries, Maintenance Specialists 1, Maintenance Specialists 2, Journeymen Maintenance Specialists, Motor Pool Techs, Groundskeepers, Bus drivers/Custodians, Receiving Clerks, Purchasing Agents, Cashiers, Library Clerks, Accounting Clerks, Clerks, Secretaries, Division Secretaries, Telecommunications/I.D. System Specialists, and Staff Accountants employed at the Employer's Toledo, Ohio campus.

**MOU:** Working Supervisor 2/02/07 (MOU pg 54)

2. **Excluded Employees**

All supervisors, confidential employees, guards, security officers, faculty employees, managerial employees, professional employees, employees employed at Workforce and Community Services Division, employees employed in Human Resources, Administrative Assistants, all full-time and part-time facilities service and administrative support employees and specialists employed at the Findlay, Ohio campus, all part-time facilities services and administrative support employees and specialists employed at the Toledo, Ohio campus, and all other employees.

### B. Definitions

1. **College**

The term, College, will refer to Owens Community College and its' Board of Trustees.

2. **Employee**

The term, employee, will include all members of the bargaining unit named above in the included section.

3. **Union**

The term, Union will refer to the Ohio Federation of Teachers.

## ARTICLE II MANAGEMENT RIGHTS

### A. College Rights

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

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of services, budget, utilization of technology, organizational structure, facilities and equipment, and policy determinations;
2. Direct, supervise, evaluate, and hire employees;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy, size, qualifications, and composition of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force and maintain discipline, safety, and order;
9. Take actions necessary to carry out the mission of the College as a governmental unit;
10. Establish, modify and enforce reasonable rules of conduct and standards of performance;
11. Initiate, determine, develop, adopt, modify, and delete degree programs, certificate programs, credit courses, and non-credit activities and approve and authorize the courses and programs offered by the College;
12. Determine program and course curriculum content, objectives, grading standards, and procedure; and
13. In general, do all things appropriate and incidental to the grant of authority under the Ohio Revised Code.

These management rights are subject to the express terms of the Contract.

### B. Complete Contract

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

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

C. Mandatory Topic of Bargaining

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

### **ARTICLE III UNION RIGHTS**

A. Union Privileges

The Union shall be permitted reasonable use of College facilities, audiovisual equipment, and personal computers in an employee's office for purposes of transacting official Union business for the bargaining unit provided that such use does not interfere with the normal business hours and operation of the College or the performance of duties by any employees.

B. Telephone Use

College telephones may be used to conduct toll-free calls for Union business regarding the bargaining unit provided that such use does not interfere with College use of the telephones or the performance of duties by any employee. Toll calls on College telephones for any purpose other than College business are to be charged to personal calling cards.

C. College Facilities

The Union shall be permitted reasonable use of one bulletin board in each building on the Main Campus where bargaining unit members are regularly assigned. The Union shall be permitted use of the employee's mailboxes, e mail, and the intercollege mail services for communication with employees regarding Union business.

D. Union Representatives

Duly authorized representatives of the Union shall have access to the College premises for the purpose of transacting official Union business consistent with the Contract, provided that this shall not interfere with the normal conduct of College affairs or the performance of duties by an employee

E. Public Records

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

F. Contract

The College will provide to the Union ten (10) copies of this Contract.

G. Board of Trustees Agenda

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

H. 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.

I. Board Policies

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

J. Release Time for the Union

The College shall grant release time to be used by individuals designated by the Union. Such release time may be used for the purpose of presenting grievances, representation at disciplinary hearings as outlined herein, to attend meetings called by management, and other meetings that may otherwise be defined in the Contract. Individuals shall be named by January 31<sup>st</sup> of each year. The number of individuals named shall not exceed eight (8).

The College shall grant up to a maximum of fifteen (15) release days total for Union members to attend AFT, and OFT conventions, conferences, or meetings without loss of pay. If more than fifteen days are used, the cost of replacements will be reimbursed by the Union, if replacements are necessary.

K. Dues Deduction

The College will deduct from the pay of the members of the Union covered by this Contract any dues, assessments, and fees levied in accordance with the constitution and bylaws of the Union and its affiliates. Deductions shall be made only following receipt from the Union of individually signed authorization cards executed by the Union members for that purpose. The College's obligation to make deductions will terminate automatically upon receipt of revocation of authorization by an employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Union. All authorized deductions shall be made from the pay of the bargaining unit members in equal payments over the course of the year. Pay deductions will be transmitted to the Union Treasurer after each pay.

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 Contract, provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

L. Fair Share Fee

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

M. COPE Deductions

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

**ARTICLE IV  
LABOR MANAGEMENT COMMITTEE**

A. Purpose

A Labor-Management Committee will be established. College operations, policies, procedures, programs, forecast, plans, and individual site problems may be discussed and recommendations presented. This committee shall meet once every four (4) months during the year. Additional meetings may be requested by either party as needed.

B. Members

The committee shall be composed of the following Union members, President, Vice-President, and one other member chosen by the Union President. The College representatives will be the Vice-President of Human Resources and Administration and (chosen by the President of the College) another Vice-President and one other administrator. Resource person(s) designated by either the Vice-President of Human Resources and Administration or the Union President may participate in the meeting if requested.

C. Agenda

The Union President and the Vice-President of Human Resources and Administration will meet to mutually establish an agenda and provide each member with a copy at least twenty-four (24) hours prior to the scheduled meeting. Neither party may veto another's agenda item.

## **ARTICLE V COMMITTEE INVOLVEMENT**

The OSSU and Owens College recognize the importance of a diverse membership of College Quality Improvement Committees. The Union and the College also recognize the importance of participation by all levels of employees. Therefore, OSSU Union members will be encourage to participate on the AQIP committees by administration, supervisors and the Union leadership.

Notices of openings will be advertised via the Union website and the college electronic mode of communication. Once a member is selected or elected to participate, the member will not be denied permission to attend meetings once the date and time has been announced. If an emergency exists that requires the member's immediate attention the member shall attend to the emergency prior to attending the committee meeting.

Unless otherwise mutually agreed, no member will participate on more than two quality improvement committees at any one given time.

When a member attends a meeting during non-scheduled work time, the member will earn flex time. When a member attends a meeting that extends the shift, the member will receive overtime pay.

All committee members will receive a letter of commendation placed in their personnel file from the President of the College/or designee for their participation.

All committee members will participate in a peer review process at the conclusion of the committee's work. The Union President, Vice President of Human Resources and Administration and the Director of Organizational Performance and Accountability will mutually develop the peer review evaluation tool. At the conclusion of the peer review process all committee members will receive a token of appreciation from the College.

**ARTICLE VI  
NO STRIKE AND NO LOCKOUT**

A. Union and College Cooperation

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

B. Notification

In the event that any strike, slow-down, walk-out, work stoppage, picketing or other interference described in section A of this Article occurs, the Union shall promptly notify all employees that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall also promptly order all employees to return to work at once.

C. Violations

Any employee who violates the above section of this Article shall be subject to disciplinary action at the option of the College up to and including discharge.

D. Lockout

The College shall not lockout any or all of the bargaining unit members during the term of this Agreement.

E. Limitations

Nothing in this Article shall be construed as a limit on the Unions statutory right to strike after the expiration, re-opener or any extension of this Contract, upon compliance with the statutory procedures and requirements of Ohio Revised Code 4117.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **A. Definition of Grievance**

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

### **B. Informal Step**

An employee who thinks that he/she has a grievance shall take the matter up with his/her supervisor not later than ten (10) working days after the employee is aware of the event giving rise to the grievance. The employee has the right to request union representation at this meeting if he/she so desires. The supervisor shall make arrangements for a meeting with the employee within three (3) business days of the employee's request. The supervisor shall respond to the employee within one (1) business day after the conclusion of this meeting.

### **C. Grievance Steps**

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

**Step 1** An employee covered by this Contract or the Union, in the case of any Union grievance shall submit the grievance in writing on a form mutually agreed upon between the Union and the College to the immediate supervisor within ten (10) working days of the date of the informal decision. The supervisor shall arrange for a meeting with the grievant and the Union designated representative within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof. The supervisor shall provide a written answer to the employee within five (5) working days after such meeting

**Step 2** If the grievance is not settled in Step 1 and the grievant or the union in the case of a Union grievance wishes to appeal, the grievance shall be referred by the grievant in writing, to the Vice President of Human Resources and Administration or designee within five (5) working days after the date of the answer in Step 1. The Vice President of Human Resources and Administration or designee shall meet within ten (10) working days of receipt of the appeal and shall discuss the grievance with the grievant and the Union representative. The Vice President of Human Resources and Administration or designee shall give a written answer to the grievant and Union within ten (10) working days after the date of the meeting.

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

D. Authority of Arbitrator

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

E. Expense of Arbitration

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

F. Time of Essence

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

G. Attendance at Grievance/Arbitration Meetings

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

H. No Reprisals

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

## **ARTICLE VIII PERFORMANCE EVALUATION**

### **A. Immediate Supervisor Evaluations**

An employee's immediate supervisor on an annual basis shall complete performance evaluations. The performance form shall be filled out by the supervisor and, after being discussed with the employee, signed by both the supervisor and employee. In addition any meritorious service or award received by the employee during his/her evaluation period shall be noted on their performance evaluation. Conversely, any negative service action or reprimand shall also be noted in the performance evaluation.

### **B. Performance Evaluation Forms**

The completed performance evaluation form will be discussed with the employee. Following a discussion with the immediate supervisor concerning the performance evaluation, the employee will be granted the opportunity to prepare a statement that the employee may have added to the evaluation form. The employee will sign the evaluation, which will indicate only that the evaluation was received by and reviewed with the employee. A copy of the completed annual performance evaluation form will be furnished to the employee at the time the employee signs the form. The employee's signature does not indicate agreement with the content of the evaluation. However, employees have the right to make written objections to their evaluation for inclusion in their personnel files.

### **C. Performance Evaluation Committee**

A Performance Evaluation Committee shall be formed to review the process and recommend improvements.

## **ARTICLE IX DISCIPLINARY ACTION**

### **A. Probationary Period**

1. All newly hired employees shall serve a probationary period of ninety (90) calendar days. If an employee is discharged or quits while on probation and is later re-hired, he/she shall be considered a new employee and subject to a second probationary period.
2. The retention of a probationary employee shall be at the sole discretion of the college.

### **B. Disciplinary Notice**

1. Prior to implementation of discipline, employees must be made aware of the rule/regulation involved. An employee who violates any rule or regulation and any policy of the college, which may include but is not limited to theft, fighting, dishonesty, incompetence, neglect of duty, immorality, conviction of a felony, insubordination, or failure to satisfy a directive by a supervisor in compliance with those rules, regulations, and policies may be subject to disciplinary action, following due process, including suspension with or without pay or dismissal.
2. No non-probationary employee covered by this contract shall be suspended or discharged without written notice of the reasons for such suspension or discharge.

### **C. Disciplinary Appearance**

An employee shall be given written notice if he/she is required to appear before the administration and/or supervisor for the purpose of a written reprimand, suspension or dismissal. The employee may request the presence of a Union representative.

### **D. Disciplinary Procedure**

All discipline of non-probationary employees shall be for just cause and shall generally be imposed in a progressive manner. However, the sequence and severity of the disciplinary action may vary with the type of offense and the circumstances surrounding it. In addition, the disciplinary level may vary based upon the employee's performance record and disciplinary status. Disciplinary action taken for a particular incident shall not be precedent for any conduct of a similar nature for any other employee.

#### **1. Verbal Reprimand**

A meeting shall be held between the employee and his/her supervisor to discuss the unacceptable behavior. The supervisor shall inform the employee of his/her concerns and explain how the problem can be corrected so that the employee is meeting

acceptable standards of performance. Verbal reprimands will be noted in the individual's personnel file.

2. **Written Reprimand**

If subsequent to a verbal reprimand the employee fails to correct his/her behavior, the supervisor shall send the employee a letter of written reprimand stating the reasons and the manner in which the employee is failing to meet acceptable standards of performance. This letter shall also inform the employee that if any form of unacceptable behavior persists, suspension or dismissal may result.

3. **Suspension**

If the employee subsequently fails to correct his/her behavior, a recommendation for suspension without pay for no longer than five (5) days may be submitted to the Vice President of Human Resources and Administration by the employee's supervisor. The Vice President shall hold a meeting with the supervisor, the employee, and the employee's Union representative within five (5) days of the notice and prior to a suspension. The employee and his/her Union Representative shall have the opportunity to present the employee's position with regard to the alleged failure to meet acceptable standards.

Following that meeting, the Vice President shall decide whether or not to suspend the employee. If the Vice President determines a suspension without pay is warranted, he/she shall inform the employee in writing of:

- i. the number of days and the dates the employee is suspended;
- ii. the specific reasons for the suspension.

4. **Dismissal**

If the employee behavior continues to be unacceptable to the College, the employee may be discharged.

E. **Confrontations**

Where practicable, no employee shall be confronted or disciplined before the other employees, students, or the public in order to avoid public embarrassment to the employee and the employer.

F. **Personnel File Letters**

Except for related offenses, employees written reprimands shall not be used after twenty-four (24) months to justify subsequent and more severe disciplinary action and said reprimands shall be removed from the file.

**ARTICLE X  
REDUCTION IN FORCE AND RECALL**

**A. Reduction**

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

1. temporary employees shall be laid off first, followed by
2. seasonal employees
3. student workers (excluding Federal Work Study Students)
4. probationary employees
5. part-time employees

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

**B. Notification**

Where practical, the College will give written notification of the layoff decision to the employee(s) affected and the Union thirty (30) calendar days in advance of the effective date. In any event of this nature, the Union and the College will meet to discuss the need and reasons for the layoff decision prior to its implementation.

**C. Recall**

Whenever, in the judgment of the College, it is necessary to increase the work force in a job classification(s) within a department following a layoff, employees will be recalled in order of seniority within their classification(s).

**D. Current Address**

A laid off employee is responsible for keeping the College informed of his/her current address. Notices of recall will be sent to employees by certified mail at the last address the College has on record for an employee. The recall notice shall inform the employee of the details of the recall assignment. Any notice returned as "Address Unknown" or "Undeliverable" releases the College from any further responsibility of notification.

E. Available Positions

An available position will be awarded to the most senior employee in the classification(s) within the department subject to recall who indicated his/her acceptance of recall within four (4) working days from receipt of the notice of recall.

F. Recall Rights

Affected employees will have recall rights for not more than nine (9) months from the effective date of the layoff. An employee who is issued a notice of recall, as outlined herein, who refuses the recall assignment shall be removed from the recall list, lose all accumulated seniority, and have his or her employment with the College terminated as a resignation.

G. Compensation

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

H. Bumping

In the event of layoff/job elimination,

1. When practical, employees may volunteer for the reduction in force within the classification determined by the College.
2. The employee may bump the least senior employee within his/her same classification and department, provided that the bumping employee has more seniority and meets the qualifications of the position.
3. If no opportunities exist within the department classification an employee may bump into the least senior position within their class series, as listed below.
4. If no opportunities exist within the employee's current class series, then the employee may bump the least senior employee in the unit, so long as the employee bumping demonstrates his/her ability to satisfactorily perform the job in question, based on the determination of the College. The College may use tests for this purpose.
5. When an employee bumps into a lower pay classification, he/she shall be paid within that pay range.

Classification in a Class

<u>Classification</u>	<u>Classes in Series</u>
1	Custodians
2	Bus Driver/Custodian

Classification in a Class

3	Receiving Clerk
4	Groundskeeper
5	Maintenance Specialist I Maintenance Specialist II Journeyman Maintenance Specialist
6	Motor Pool Technician
7	Telecommunications/ID System Spec.
8	Bookstore Clerk
9	Secretary Public Relations Business & Information Secretary – Schools Division Secretary Library Athletics Specialist
10	Staff Account

## **ARTICLE XI SENIORITY**

### **A. SENIORITY START**

A newly hired employee's seniority will commence after he/she has worked continuously in a bargaining unit position for ninety (90) days. Once this ninety (90) day period has been completed, the employee's seniority will be made retroactive to the member's first day of service in a covered bargaining unit position. All employees who have worked in a bargaining position for ninety (90) continuous days prior to the date of ratification of the Contract will have their seniority counted from the first date of hire in each classification.

### **B. Seniority Defined**

Seniority is defined as an employee's uninterrupted length of continuous service since becoming an employee. If a part-time employee is hired on as full time, their full time seniority will start on the first day of the new classification.

### **C. Seniority List**

Any employee who has service time with the College in another capacity and then becomes a member of the bargaining unit will be placed at the bottom of the seniority roster under the most junior employee.

### **D. Seniority Ties**

If more than one employee has the same seniority date as defined above, such ties in seniority shall be determined by the largest and last four (4) digits of their social security number.

### **E. Seniority Breaks**

Seniority shall be broken when an employee:

1. Quits or resigns;
2. Is discharged and no grievance is filed or a grievance is filed and the discharge affirmed;
3. Is laid off for a period of nine (9) months.
4. Is absent without notice for three (3) consecutive workdays unless the employee has a reason for failing to notify that is considered acceptable to the College;
5. Fails to report for work when recalled from lay-off within ten (10) working days from the date on which the employee accepts the recall notice, unless other arrangements are made that are acceptable to the College.

## ARTICLE XII VACANCIES AND JOB ASSIGNMENTS

### A. Job Descriptions

Job descriptions for each bargaining unit position shall be maintained in the office of Human Resources and shall be placed online for general access. An employee may request a review of his/her job description at anytime. Job descriptions will be assessed once during the life of this Contract and will need mutual consent between the employee and his/her immediate supervisor before changes becoming effective.

### B. Posting for Vacancies

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

### C. New and Modified Positions

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

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

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

D. Automation/Re-Organization

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

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

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

When the vacancy is filled with an employee not currently employed by Owens Community College they will recognize placement within the hourly wage range according to their years of verifiable experience doing the same or similar work elsewhere. After verification of previous employment the employee may be awarded up to fifty percent (50%) of the wage range.

E. Work Openings

When a vacancy occurs in a position because of the departure of an employee, employees will have the opportunity to use their seniority to transfer into the new position concurrent to it being advertised. Once the supervisor has received authorization to fill the vacant position, he/she shall notify qualified employees of the vacancy and said employees will have five (5) working days from such notification to indicate their interest in the vacancy to the supervisor. The most senior employee who, in the opinion of the College meets the qualifications, has indicated such an interest in the vacancy will be awarded the vacant position. The vacancy that results from the transfer will then be open for the opportunity of other employees to bid the position by seniority in the same manner. Those senior employees expressing an interest in a vacancy may be subject to tests, to be determined by the College, demonstrating their ability to do the job.

F. New Employees

If new employees are hired to fill positions that are included in Article I A (1), the office of Human Resources will notify the Treasurer of the Owens Support Staff Union of the names and addresses of said employees.

**ARTICLE XIII  
HOURS OF WORK AND OVERTIME**

A. Work Period

A work period consists of seven consecutive days. The work period is from 12:00 a.m. Sunday to 11:59 p.m. the following Saturday.

**MOU: Flex & Comp Time 2/02/06 (MOU pg 50)**

1. Hourly Office Support Staff  
The normal work schedule for hourly office support employees is 37.5 hours per week, because they forego morning and afternoon breaks, thus earning an additional half hour each full day on the job. As such they are paid for forty hours per week.
2. Other Hourly Employees  
Buildings and grounds staffs who take two fifteen-minute breaks each day work forty hours per week.
3. Forced Flexing of Hours  
Where operations require flexing of hours, bargaining unit members' work hours will not be changed (flexed) by a supervisor unless a two day notice is given (except in the case where a shorter notice of flexing is agreed to by the member).

B. Overtime

The College and Union agree that the needs of the College from time to time require overtime work by the employees. The College will be the sole judge of the necessity for overtime. The College shall provide as much advance notice of an overtime assignment, including special events, as possible. Such overtime shall be offered from a rotating seniority list by employee classification, and shift. If an employee refuses an overtime assignment or cannot be reached for an overtime offer to be made, he/she will be passed on the rotation list and the College will note the refusal or no-contact in its records.

1. Forty Hour Week  
For all hours worked in excess of forty (40) in a work period, employees shall be compensated in accordance with Fair Labor Standards Acts regulations with overtime pay at the rate of one and one half (1-1/2) times their regular straight-time hourly rate. . . Effective July 1, 2015 for the purpose of calculating an employee's overtime, total hours shall include those hours actually worked by the employee and College paid holidays. Vacation hours shall not count as time worked except where hours are worked during a vacation week due to an emergency (and there is less than a 24 hour notice of a need to work).

2. **Seven Day Week**  
Any employee that works \*seven (7) days in a work period shall be compensated at the rate of (2) times their regular straight-time hourly rate for that seventh day.  
**MOU: Work Seven Consecutive Days 5/26/06 (MOU pg 51)**
3. **Overtime Breaks**  
Any employee on overtime shall be entitled to an unpaid thirty (30) minute break period for four (4) consecutive hours of overtime. Overtime shall not be paid more than once for the same hours worked.
4. **Call Back Pay**  
An employee called to work on their regular day off or called back to work on any day after having gone home or on their regular day off, shall receive a minimum of two (2) hours pay at the rate of one and a half (1½) times the employees regular rate.

## ARTICLE XIV WORKING CONDITIONS

### A. 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 employee to the personnel file as appropriate, i.e., education, copies of performance evaluations upgrading of skill, letters of recognition, etc.

1. Access

Every employee is permitted to gain access to their records maintained by the College's Human Resources office. Access will follow Human Resources rules and/or guidelines.

2. 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 or remove an item in the personnel file. If the request is granted, the Vice President for Human Resources or his/her designee will make the changes while the employee is present. Any derogatory material undated or not signed will automatically be removed from the file.

3. Statement of Disagreement

If the request for a correction or removal is denied, the employee can insert his/her statement of disagreement within the file.

### B. Unscheduled Closing

1. Closed During the Shift

Whenever the College is closed for inclement weather, those employees who are requested to report and do so shall receive their regular eight (8) hours of straight-time pay plus double time pay for the hours worked on the day of the College closure.

2. Closed Before the Shift

If an employee has not yet reported to work prior to the College's closing, he/she will be notified by the immediate supervisor whether he/she will be required to report. An employee who is required to report before his/her shift starts will be paid at the rate of two (2) times the employee's regular hourly rate for the hours prior to the start of the shift. An employee who is required to report for his/her regular shift will be paid at the rate one and a half (1½) times the employee's regular hourly rate for the balance of the shift. An employee who is directed not to report to work or is unable to attend work due to a level three (3) in the county in which they live and/or Wood County, shall receive eight (8) hours of pay at the employee's straight time hourly rate.

### C. Employee Tuition and Professional Development

1. Tuition Waiver

All employees, their spouses, or dependent children (as defined by the IRS) shall be allowed to enroll in credit courses at the College with tuition paid by the College. In addition, the College shall transfer funds for full tuition only in any Continuing Education class for employees on a space-available basis. The employee must submit a request for a fee waiver prior to the beginning of each semester of enrollment in credit courses and prior to the beginning of each continuing education course. These forms may be obtained on-line (H.R./Forms).

2. **Education Assistance Program**  
Employees wishing to receive reimbursement under the Educational Assistance Program, must pursue a program which is either directly related to their current position or which is designed to improve their qualifications for transfer to other positions at the College. The program must be part of a degree curriculum offered through regionally accredited institutions of higher education. "Education Assistance Applications" are available on-line (H.R./Forms). The college will reimburse for tuition only. Persons eligible for educational assistance under the GI Bill or through other grants should participate in those plans. Participation in the College's plan is only for that portion of the tuition those plans do not cover. The College will budget an amount of eighteen thousand dollars (\$18,000) each fiscal year for the employees stated in the Recognition Article in accordance with the College's Educational Assistance Program (EAP) guidelines (See Appendix E). An EAP recipient report will be forwarded to the Support Staff President on a semi-annual basis.

D. Professional Development Plan

1. Employees wishing to receive reimbursement under the Professional Development Plan, must pursue a program, workshop, conference which is either directly related to their current position or which is designed to improve their qualifications for transfer to other positions at the College. The college will reimburse for travel, housing, meals, and fees. The College will budget an amount of eighteen thousand dollars (\$18,000) each fiscal year for the employees stated in the Recognition Article.
2. Any unused Professional Development Plan funds shall be transferred, at the end of the fiscal year, to the Educational Assistance Program fund to reimburse members who were denied 100% reimbursement due to insufficient funds.

E. Equal Employment Opportunities

1. **Discrimination**  
The College will conform to and comply with all applicable federal, state, and local government laws concerning discrimination.

2. **Non-Tolerance of Harassment**

The College and the Union will not condone, tolerate, or engage in harassment of the College's employees, students, or visitors on the basis of an individual's race, color, sex, religion, national origin, age, or disability.

F. **Pay Schedule**

Fridays, every other week, are the scheduled pay dates. With direct deposit, pay will be automatically deposited in an employee's account on payday. Employees will receive a pay stub and/or on-line access, which shows earnings, taxes, and deductions. Direct deposit will be mandatory for all employees hired after March 1, 2004. Employees not on direct deposit may pick up their checks at the Bursar's Office on Thursday preceding a pay date after 4:30 p.m. Checks may also be included in a departmental pay batch group. Checks which have not been picked up by 3 p.m. on Friday of a pay week will be placed in the mail and sent to the employee's home.

G. **Holidays**

1. The following days are designated as paid holidays for 12 month employees:

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Wednesday before Thanksgiving Day, Thanksgiving Day and Friday following Thanksgiving

Christmas Eve, Christmas Day, New Years Day and all weekdays between Christmas Day and New Years Day

2. **Observance of Religious Holidays**

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.

H. **Casual Fridays**

The first and last Friday of each month during the academic year have been designated as dress down days. Beginning with the first Friday in June and continuing through the Friday of in-service week in the fall, employees are permitted to dress down on all Fridays. If there is a special event on campus, a dress down day may be cancelled or moved. Dress-down attire must fall within generally accepted levels of cleanliness and decency which will be at the sole discretion of the College.

I. **College Required Attire**

If the College requires that employees wear either uniforms or standard clothing, said clothing shall be issued for work use. An employee whose clothing wears out or is damaged while on duty shall immediately notify

his/her supervisor to request a replacement. Any changes in clothing requirements must be negotiated with the Union except those items deemed necessary as a safety precaution.

It is the Union's responsibility to complete required paperwork for purchase of each member's clothing allowance.

The dollar amount of the clothing allowance shall be One Hundred Fifty Dollars (\$150) for 2011.

A full clothing allowance will be offered to all bargaining unit members just once every fiscal year. June will be considered the beginning of the ordering cycle.

- a. Bargaining Unit members employed on or after May 31 and prior to June 30 of any year will receive 100% of the allotted allowance in the June ordering.
- b. Bargaining Unit members hired between July 1 and October 31 will receive Seventy-Five percent (75%) of the allotted allowance.
- c. Bargaining Unit members hired between November 1 and January 31 will receive Fifty percent (50%) of the allotted allowance.
- d. Bargaining Unit members hired between February 1 and May 30 will receive Twenty-Five percent (25%) of the allotted allowance.
- e. Bargaining Unit members hired between May 31 and June 30 will receive One Hundred percent (100%) of the allotted allowance during the June ordering.

Current issue for Maintenance and Custodial staff services in effect as currently. In addition, a selection of mutually agreed upon clothing issue will be provided to the employee.

Effective January 1, 2011, for the future allowance allotments, this issue will be mutually agreed upon in terms of number of items, cost, appearance, etc. by the Labor-Management Committee.

#### J. Vacation

Accrual begins at the end of the first full month of service and continues for each subsequent full month of service. Persons on unpaid leave will not earn vacation during such absence.

Employees accrue vacation as follows:

1. Employees will for their first five years of service receive twelve (12) vacation days (96 hours) per year, which represents a monthly accrual of 8 hours per month.
2. At the completion of the employee's fifth year of service, the monthly accrual rate will be revised to eleven and thirty three hundredths (11.33) hours per month so that at the end of the sixth year the employee will have accrued seventeen (17) days (136 hours) vacation per year.

3. At the completion of the employee's tenth year of service, the monthly accrual rate will be revised to fourteen and sixty-seven hundredths (14.67) hours per month so that at the end of the eleventh year the employee will have accrued twenty two (22) days (176 hours) vacation per year.
4. At the completion of the employee's twenty-fifth year of service, the employee will be entitled to twenty-five (25) days (200 hours) of vacation each year.

Vacation leave may be taken in one-half (½) hour increments. If you take a day off, the number of hours used will be equal to the number of hours that you were scheduled to work on that day. Vacation time can only be used after it has been earned. Maximum accrued vacation, which can be carried over from one fiscal year to the next fiscal year, cannot exceed two (2) years of vacation accrual.

K. Alternative/Staggered Shift Times

Any request to change shift times will mean that the hours involved in the change will be paid at one and one-half the rate for the hours that differ from the employee's normal work hours.

Definition of Shift Starting Times: First shift: 5:30 am – 9:00 am  
 Second shift: 11:00 am – 2:30 pm  
 Third shift: 8:00 pm and later

L. Additional Duties

Additional Duties will be defined as an employee doing his/her normal duties in addition to the duties of another as directed by a supervisor.

When a supervisor assigns additional work duties for more than one day in any given work week the employee will be paid an additional stipend per hour of one dollar (\$1.00). This stipend cannot be paid for longer than ninety (90) days and then the work must be taken away. Examples of reasons for adding additional work to an employee's regular duties are as follows:

1. Employee absence,
2. Management restructuring causing work that may be from different classifications,
3. Failure to replace open positions

M. Health and Safety

1. All employees shall have the right to work in safe and healthful conditions. No employee shall knowingly be given an assignment that jeopardizes his/her health and safety.
2. If an employee becomes aware of unsafe or hazardous conditions which might endanger the health, safety, or well-being of the employee, it is the responsibility of the employee to report these conditions to his/her immediate supervisor as soon as possible. The employee may decline to engage in any work that he/she feels puts them at risk for injury or death. If, upon review by the Labor-Management Committee (LMC), it is determined that there was no

danger or emergency and/or that the employee reacted inappropriately, the employee may be disciplined by suspension or other means determined appropriate.

N. Notice of Education

Employees need not notify the College of outside education, unless being reimbursed or where said education is anticipated to interfere with working hours.

O. School Employee Retirement System (SERS)

The College will continue to contribute the preset SERS required percentage with the contribution made on behalf of any other College group of employees for whom SERS participation is mandatory.

## **ARTICLE XV CONTRACTING FOR SERVICES**

A. College Rights

The parties recognize that the College may contract out or subcontract work in any department covered by this contract, or utilize temporary employment (no longer than ninety (90) days), or in cases where specialized, professional or technical services are required and where present employees do not possess the skills or sufficient numbers to perform the required work. In unusual circumstances (i.e. high-risk pregnancy, recovery following surgery, etc.), the time may be extended by mutual consent of the Vice President of Human Resources and Administration and the President of the Owens Support Staff Union.

B. Employee Rights

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

C. Non-Bargaining Unit Employees

If subcontracting on non-bargaining unit work results in the lay off of non-bargaining unit employees, those employees will have no right to replace bargaining unit employee positions.

D. Third-Shift Custodians

The number of third shift custodians will not fall below eight (8) during the life of this agreement. Should the College revise the job descriptions of the eight (8) third shift custodians remaining, those affected bargaining unit members may then bump less senior bargaining unit members from positions for which they (third shift custodians) are qualified.

E. Resignation, Termination, or Retirement

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

College's rejection of the Union's last proposal to avoid subcontracting.

## **ARTICLE XVI LEAVES**

### **A Sick Leave**

1. 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 (10 hours) for each completed month service. The maximum days accumulated shall be two hundred sixty (260) days. A committee shall be established to determine if employees are excessively using sick leave. This committee will be composed of two people from Labor & Employee Relations, chosen by the Vice President of Human Resources and Administration and two employees chosen by the Support Staff Union. This committee will determine if an employee is suspected of excessively using sick leave. If it is determined by this committee that a bargaining unit member has been excessively using sick leave, Labor & Employee Relations will send out a notice to that employee stating the need for change in their use of sick leave.

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

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

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

The termination may be subject to review by the Sick Leave Committee at the request of the terminated employee. Such review will take place within ten days of the employee's request. The committee may or may not choose to review the termination. If the committee declines to review the termination, the termination will stand without recourse to the grievance procedure. If the committee reviews the termination and recommends reinstatement of the terminated employee and the College chooses not to reinstate, the College will provide a written

reason for not following the committee's recommendation within ten days.

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

2. All employees newly hired to the College shall be granted five (5) sick leave days. These days are construed as being concurrent with, but not in addition to, the days allowed in A. 1.

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

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

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

B. Bereavement Leave

During a fiscal 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 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.

C. Family Medical Leave Act

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

D. Jury Duty

An employee who is called to jury duty will be paid his/her regular rate.

E. Military Leave

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

F. Personal Leave

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

G. Leave Without Pay

An employee who requests time off without pay must file a "Leave without Pay" form. This form will cover unpaid maternity leave, unpaid sick leave, etc. Unpaid leave may only be requested in half-day (4 hour) or full-day (8 hour) increments. If taken in conjunction with paid leave, it may be taken in smaller increments. Leave without pay may only be used after accrued vacation (except for the Catastrophic Leave Program, one (1) week reserved) has been exhausted.

H. Maternity Leave

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

I. Paternity Leave

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

K. Catastrophic Sick Leave Program

1. This sick leave program will be established only for the members of this bargaining unit. When an employee who is currently absent due to a catastrophic long-term illness or accident (catastrophic long-term illness /accident is defined as one in which the resulting absence has been at least a month or more) has exhausted all of his/her accumulated sick leave, and is not yet eligible for S.E.R.S. disability, said employee may apply to the Sick Leave Program Committee for contributions of sick leave from this program. This committee will be comprised of two (2) members chosen from the Human Resources/Labor & Employee Relations, chosen by the Vice President of Human Resources and Administration, and two (2) employees chosen by the Owens Support Staff Union. Employees may reserve up to one week of vacation provided they have accrued forty (40) hours at time of request.
2. 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.

3. All contributions will be allocated to a specific individual.
4. All Sick Leave Program Committee decisions must be decided by a majority.
5. Upon Approval of the application by the Sick Leave Program Committee, Human Resources will send out a notice of this application to the membership.
6. Members of the bargaining unit may contribute unused sick leave to this program for use on this application with the following limitations:
  - a. Employees with 1,200 hours (150 days) or more accumulated sick leave may contribute up to 30% (45 days) of their accumulation.
  - b. Employees with 600 to 1,199 hours (75 – 149.9 days) or more accumulated sick leave may contribute up to 25% (37.5 days) of their accumulation.
  - c. Employees with less than 600 hours (75 days) of accumulated sick leave may contribute up to 10% (7.5 days) of their accumulation.
  - d. The decision to contribute any sick leave accumulation is entirely up to the employee.
  - e. 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.
7. The College reserves the right to request certification from the treating physician as to the on-going prognosis. The employee will provide a signed release so the College may receive information regarding the employee (medical prognosis).
8. 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.
9. Once an individual has made application and drawn from the program, that person is restricted from applying and/or drawing from the program for a period of three years from the date of their return to work.
10. No individual may contribute more than is allocated in #6 over a period of three (3) years beginning with the first date of contribution.
11. The Sick Leave Program Committee will decide any circumstances that are not covered by this section related to the sick leave program.
12. 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 XVII  
BENEFITS**

A. Medical Program

Bargaining Unit Members hired on/or after January 1, 2009 will be eligible for the College's medical benefits program effective the first of the month following the month of employment.

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

Effective January 1, 2015 Medical Benefits shall continue on the same basis as applicable effective January 1, 2014.

B. Dental Program Plan

For bargaining unit members hired on/or after January 1, 2009, will be eligible for the dental program effective the first day of the third month following the month of employment.

Example: Hired in January  
                  Dental program effective April 1<sup>st</sup>

Dental Program plan provisions remain as is throughout the life of the contract.

C. Life Insurance

To remain as is throughout the life of the contract, \$50,000 minimum or twice the employee's annual base pay.

D. Vision Insurance

Bargaining unit members hired on/or after January 1, 2009, will be eligible for the vision program effective the first day of the third of the month following the month of employment.

All members of the bargaining unit are eligible for vision insurance through the length of this contract.

E. 125 Plan

Effective January 1, 2006, the College will establish 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.

- F. **Flexible Spending Account**  
Effective January 1, 2006, the College will establish Flexible spending Accounts (medical and dependent care – salary reduction plans) to affect those expenses not covered by the medical, dental programs of the College on a pre-tax basis. Flexible Spending Accounts (FSA) will be governed by IRS regulations and will be voluntary programs.
  
- G. **Opt-Out**  
Those having and providing proof of insurance coverage elsewhere may opt-out. Those that opt-out will share in 10% of the savings to the College.
  
- H. **Health Care Committee**  
A Health Care Committee will be formed to review and recommend changes to the Health Care program. The nature of the committee will be advisory and any recommendations will be subject to the collective bargaining agreement.

## ARTICLE XVIII WAGES

### A. Classifications and Ranges

The classifications and ranges will be reviewed and discussed by the Labor-Management Committee with the objective of arriving at an acceptable grid reflecting annual advancement for the employees.

### B. Wage Increases

1. Effective the beginning of the first full pay period in June 2015, the current hourly rates of bargaining unit members shall be reduced by sixteen cents (.16).
  
2. If the College achieves a projected fiscal year 2016 composite result of the ratio analysis\* of at least 1.7, as determined by the CFO/Treasurer of the College using applicable financial information effective November 30, 2015, the hourly rates of the bargaining unit members shall be maintained during calendar year 2016. If such projected composite result is below 1.7, the hourly rates of bargaining unit members shall be reduced by an additional eight cents (.08), effective the beginning of the first full pay period in March 2016.

\*As defined under Ohio Administrative Code Chapter 126:3-1-01 (F) (1) (a)

### C. Shift Differentials

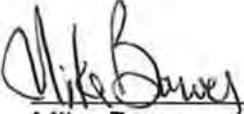
1. Second (2<sup>nd</sup>) shift employees will receive thirty cents (\$.30) per hour more added to their hourly wage rate. Second (2<sup>nd</sup>) shift employees are those that begin work between 11:00 a.m. and 2:30 p.m.
  
2. Third (3<sup>rd</sup>) shift employees will receive sixty cents (\$.60) per hour more added to their hourly wage rate. Third (3<sup>rd</sup>) shift employees are those that begin work at 10:00 p.m. or any time after 8:00 p.m. but before 5:30 a.m.

Article XIX  
DURATION

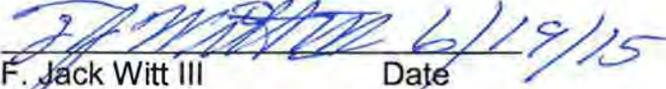
- A. This contract shall be effective January 1, 2015 and shall expire at 11:59 p.m. on December 31, 2017.
- B. This contract is entered into the 19 day of JUNE, 2015
- C. The parties agree to re-open this Agreement on or about November 1, 2016 for purposes of negotiating only wages and healthcare benefits.

For Owens Community College

For Owens Support Staff Union

  
\_\_\_\_\_  
Mike Bower                      6.17.15  
President                                      Date

  
\_\_\_\_\_  
Michael Schmitz                      6.19.15  
OSSU President                                      Date

  
\_\_\_\_\_  
F. Jack Witt III                      6/19/15  
Vice President                                      Date  
Human Resources and Administration

**APPENDIX A**  
**Owens Support Staff Classifications**  
 As of January 1, 2008

Class – Buildings and Grounds

01	1 <sup>st</sup> ,2 <sup>nd</sup> ,3 <sup>rd</sup> shift custodians	\$9.94-\$16.88
02	Groundskeeper Bus Driver/Custodian 1 <sup>st</sup> , 2 <sup>nd</sup> Shift	\$10.41-\$17.70
03	1 <sup>st</sup> ,2 <sup>nd</sup> shift Maintenance Spec. I	\$12.52-\$21.37
04	Maintenance Specialist II 2 <sup>nd</sup> shift Motor Pool Technician	\$14.39-24.63
05	Journeyman Maintenance Specialist *Lead, Motor Pool Technician	\$16.56-\$28.41

Class – Professional Staff

08	** <i>Purchasing Agent</i>	\$17.35-\$29.80
11	Telecommunications/ID System Spec.	\$17.67-\$30.36

Class – Support Staff

01	Bookstore Clerk Cashier, Bursar's Office	\$9.50-\$16.11
02	Clerk, Copy Main Center etc.	\$9.94-\$16.88
04	1 <sup>st</sup> , 2 <sup>nd</sup> Shift Receiving Clerk	\$10.90-\$18.54

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APPENDIX A Continued

05	Secretary	\$11.41-\$19.45
06	Public Relations Business & Information	\$11.95-\$20.38
07	Secretary – Schools Division Secretary – Library Specialist, Athletics	\$12.52-\$21.37
08	Staff Accountant	\$13.11-\$22.40

## **APPENDIX B**

### **Scope of Negotiations**

The scope of negotiations will be matters pertaining to wages, hours and/or terms and other conditions of employment. Successor contracts may address the foregoing in addition to the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

## APPENDIX C NEGOTIATION GROUND RULES

1. The parties agree that each committee shall have the right to caucus.
2. The parties shall meet as mutually agreed. Prior to the end of each bargaining session, the parties shall schedule the next session. Either party may reschedule a planned meeting, but shall give the other party reasonable notice of such change, and agree to a new date for such meeting.
3. The parties agree that their respective committee members shall seat themselves with the authority to negotiate and approve tentative subjects of bargaining, subject to ratification by the Union membership and approval by the College's Board of Trustees.
4. The parties agree that each committee shall have a Chief Spokesperson, however, said Chief Spokesperson may call upon or permit individual committee members to speak on a subject matter.
5. The parties agree that all negotiated items or subjects once agreed upon by the parties shall be initialed or signed by the Chief Spokesperson.
6. If impasse exists, the dispute resolution procedures of the Ohio Revised Code, Section 4117.14 shall govern impasse resolution. Mediation will be conducted by the Federal Mediation and Conciliation Service.

The parties agree to a news blackout concerning the process of negotiations until either party declares an impasse to the other party, prior to any news releases being given. The parties agree that an impasse shall not be declared for blackout purposes until the impasse resolution procedure has been completed. The impasse resolution procedure shall be considered completed when a decision is issued. Then a 24-hour notification shall be given to the other side prior to any release of information.

7. Members of the Union Bargaining Committee shall be released from work to attend all scheduled negotiating meetings that are on work time. The employee-members of the Union Bargaining Committee shall be no more than five (5) in number. The OFT Coordinator of Field Services will be their Chief Spokesperson. Such members shall not lose any pay or benefits for negotiating (including participating in mediations and/or fact-finding) during their regular, straight-time work hours, subject to the following: The College will provide pay to the employee members of the Union Bargaining Committee for not more than a sum total (for all members) of one hundred and sixty (160) hours of pay. Either party may bring additional individuals to the table with specific expertise relevant to negotiations matters.

\*Should a Union Bargaining member be required to withdraw from negotiations due to either medical necessity and/or retirement, the hours used by that member shall not be counted against the number of hours referenced in subparagraph 7 above.

8. The committees will be responsible for their own bargaining notes.
9. Requested material that a party must provide in negotiations shall be furnished by the party within a reasonable time from the date same is requested.
10. No tape recorders or other mechanical device shall be used to record any negotiation sessions.
11. Any successor contract shall include the language of the initially negotiated contract unless otherwise amended, changed, or deleted through the negotiations process.
12. It will be the responsibility of the College to prepare the Finished Contract. The parties prior to the negotiation committee members signing the contract will review the Finished Contract. Each party will be responsible for making copies of the Contract for its own use.
13. There shall be no smoking at the bargaining table.
14. The parties recognize that the Employer is a public agency subject to Open Meetings Act, Public Records Act, and other public disclosure requirements. Nothing herein is intended, or will be construed, to conflict with any such requirements.
15. These ground rules shall only be changed, amended or deleted by mutual agreement of the parties.
16. The College and the Union will meet in the year the contract expires to discuss the possibility of engaging in alternative methods of bargaining. If an alternative approach is mutually agreed upon, the ground rules for that approach will be decided on by the College and the Union at that time.

**APPENDIX D**  
**Educational Assistance Program (EAP)**

**3358:11-5-36**      **Staff educational assistance program**

- (A) Purpose. The college is committed to the continued training and development of its employees. One method of providing an opportunity for training and development is through an educational assistance program. This program is designed to encourage employees to increase their education and to assist them in that pursuit. Each year the college sets aside monies to be expended as reimbursement for full-time staff members.
- (B) Guidelines.
- (1) All regular full-time employees with satisfactory work and attendance standards are eligible to participate. An employee must have completed one year of regular full-time continuous service with the college as of the first day of the term for which they are registered and employment must continue through the end of that term. Courses must be taken on the employee's own time and cannot interfere with the employee's regularly scheduled on-campus hours. Not more than two courses may be taken by an employee in any one academic quarter or semester and all comparable transferable courses must be completed at Owens Community College.
  - (2) Employees on a leave of absence other than Family Medical Leave are not eligible for reimbursement under this policy. Employees separated from the college due to a Reduction in Force shall be eligible for reimbursement for the fiscal year in which they are laid off, but shall be ineligible thereafter unless recalled to work from layoff status. If an employee's program is terminated because the employee is not recalled within one year from the effective date of layoff, the employee will not be required to repay any monies awarded under this program.
  - (3) To receive reimbursement under this program, the employee must pursue a program which is either directly related to their current position or which is designed to improve their qualifications for transfer or promotion to other positions at the college. The program must be part of a degree curriculum or certification program offered through a regionally accredited institution of higher education or, in the case of a certification program, through a qualified vendor deemed acceptable to the college. Degrees and certifications that may be required as part of an employee's minimum qualifications for the employee's current position shall not be eligible for reimbursement under this program.
  - (4) The college will reimburse for tuition only. The employee must bear all other expenses which include, but are not limited to, books, insurance, supplies, penalties/late fees, parking, copy costs, transportation, social activities/clubs, transcripts, equipment, application fees, tests. Persons eligible for educational assistance under the G.I. Bill or through other grants should participate in those plans. Participation in the college's plan is only for that portion of the tuition those plans do not cover.

- (5) The employee's plan must be approved prior to registering for courses in order to be eligible for reimbursement.
- (6) Following approval, the application form will be submitted to the human resources office to determine if funds are available to cover the request for the first year. The total amount of money set aside by the college each year for this program will be divided among eligible applicants on a pro-rata basis, consistent with procedures adopted by the Human Resources Division. The maximum amount the college will reimburse per credit hour for degree-bearing programs is the mean tuition rates for all public higher education institutions in Ohio at both the graduate and undergraduate levels, as appropriate to an employee's particular program, and excluding both the highest and lowest cost schools from the calculations. The employee will be obligated to assume any tuition costs beyond the applicable mean, regardless of institution attended.
- (a) If there are no funds available when the employee's program is approved, the employee will be placed on a waiting list.
- (b) As monies are released from another employee's fund, the waiting list is reviewed and one or more employees on the list may receive reimbursement in accordance with established procedure.
- (7) Each year the employee wishes to participate in the program, the employee must complete an update/encumbrance form to set money aside for the next year
- (8) Following completion of the course work, a "Tuition Reimbursement Request" must be submitted to the human resources office. A grade report or transcript must be provided for each course. Coursework will be reimbursed based on the following guidelines:
- | Undergraduate | Graduate |
|---------------|----------|
| A = 100%      | A = 100% |
| B = 100%      | B = 100% |
| C = 50%       | C = 0%   |
| D = 0%        | D = 0%   |
| F = 0%        | F = 0%   |
- Courses taken on a pass/fail basis must be "passed" and will be reimbursed at one hundred per cent. Non-graded courses (graded satisfactory/unsatisfactory) must be completed with a "satisfactory" grade and will be reimbursed at one hundred per cent.
- (9) An employee who is in the program must maintain at least a B average to remain eligible for reimbursement under this program. Should the employee fall below a B cumulative average the employee's status in the program will be considered "probationary". An employee whose cumulative average remains below a B for two consecutive semesters, or three consecutive academic quarters, shall be removed from the program.
- (10) An employee who receives reimbursement from the college for tuition expenses as part of this program shall be required to work for Owens Community College

not less than two years after the employee's completion of the most recent year of coursework under the employee's approved plan. An employee who elects to leave employment with Owens Community College, prior to completion of this commitment shall be obligated to reimburse the college for all monies received in conjunction with this program. Such reimbursement shall be accomplished through the forfeiture of any accumulated paid time off which may be to the employee's credit at the time of separation from the college, and/or a repayment plan whose terms are deemed acceptable to the college. Employees who are non-renewed or terminated for cause prior to the completion of their programs will not be required to reimburse the college for monies received under this policy.

- (11) The Vice President of Human Resources is authorized to adopt procedures consistent with this policy.

Effective date: July 4, 2003

Daniel R. Hauenstein

Certification

June 17, 2003

Date

Promulgated under:	RC Sec. 111.15
Statutory authority:	RC Sec. 3358.08
Rule amplifies:	RC Sec. 3358.08
Prior effective dates:	March 5, 2002