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## **CONTRACT BETWEEN**



**COLUMBUS STATE**  
COMMUNITY COLLEGE

**COLUMBUS STATE COMMUNITY COLLEGE (CSCC)**

**AND**

**FRATERNAL ORDER OF POLICE,  
CAPITAL CITY LODGE 9**

**AND**

**FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL (OLC)**

**JULY 1, 2018 – JUNE 30, 2021**

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## **ARTICLE 1 - AUTHORITY**

### Section 1. Legal Reference

This Agreement supersedes and replaces all pertinent statutes, ordinances and other rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

### Section 2. Severability

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting at a mutually agreed upon place and time to negotiate alternative language on the same subject matter.

### Section 3. Addenda

All addenda attached hereto are hereby incorporated into this Agreement.

## **ARTICLE 2 - RECOGNITION**

The Agreement is made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between Columbus State Community College (CSCC) hereafter referred to as the "College" and the Fraternal Order of Police, Capital City Lodge #9 and Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter collectively referred to as the "Lodge." The College hereby recognizes the Lodge as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and conditions of employment. The bargaining unit shall include all full-time College Communication Technicians, Sergeants, Security Specialists, and Police Officers. Excluded from the bargaining unit are all other appointment types.

Should the College Police Department create a new classification, the Lodge may notify the College that it believes the new classification has a "community of interest" with the existing unit and should be included in the unit. The parties shall meet to discuss whether such new classification should be included. In the event the parties are unable to reach agreement, the dispute shall be submitted to the State Employment Relations Board per Chapter 4117 of the Ohio Revised Code.

### **ARTICLE 3 - AUTHORIZATION FOR DUES**

In accordance with the requirements of Section 4117.09 (B) (2) of the Ohio Revised Code, upon presentation of a written deduction authorization by the employee, the College shall deduct from the pay due such employee, and turn over to the proper officers of the Lodge, regular monthly Lodge dues, initiation fees, and assessments payable by him or her to the Lodge, during the period provided for in said authorization.

The Lodge shall indemnify the College against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purpose of complying with the provisions of this Article.

### **ARTICLE 4 - FAIR SHARE FEE**

Any employee who is not a member of Fraternal Order of Police, Capital City Lodge #9 shall pay the Lodge, through payroll deduction, a contract service fee or fair share for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the Lodge, nor shall the fee exceed the dues paid by members of Capital City Lodge #9 in the same bargaining unit.

The Lodge is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the Lodge less each non-member's proportionate share of the amount of Lodge's dues and service fees spent on activities not chargeable to such service fees during the prior year.

If an employee challenges the propriety of Lodge's use of such fee, deductions shall continue, but the Lodge shall place the funds in an interest bearing escrow account until a resolution of the challenges is reached pursuant to the provisions of ORC 4117.09 (C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Lodge agrees to provide annually to the Employer, a copy of the fair share fee rebate procedure.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

Except to the extent expressly abridged only by specific articles and sections of this Agreement, the College reserves, retains, and possesses, solely and exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

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, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of all operations;
4. Determine the overall methods, process, means, or personnel by which College operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, reduce in force, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force
9. Take actions to carry out the mission of the College;
10. Determine the location and number of facilities;
11. Determine and manage its facilities, equipment, operations, programs and services and
12. Determine and promulgate the standards of quality and quantity and work performance to be maintained.

## **ARTICLE 6 - LODGE BUSINESS**

### **Section 1. Lodge Representatives**

The Lodge President or designee and other representatives of the Lodge shall be admitted to College facilities for the purpose of processing grievances or attending joint meetings for the purpose of administering the contract.

Duly authorized representatives of the Lodge will be permitted to visit College premises at reasonable times for the purpose of transacting any other relevant business of the Lodge; however, such visits shall be limited to the purposes of determining whether provisions of this Contract are being observed. The College will make reasonable efforts to accommodate such requests, giving due regard to the nature of the matter, safety, and its own service needs.

Representatives who are not College employees shall be subject to all regulations of the College applicable to non-employees. Such visits shall not interfere with the work of any employee or the operation of the Police Department thereof. Where practicable, the non-employee Lodge Representative/Designee shall notify the Chief of Police/Designee 24 hours in advance about prescheduled meetings or other prescheduled Lodge business on campus involving bargaining unit members on duty. In cases where advance notice cannot be given, the non-employee Lodge Representative/Designee will notify the Chief of Police/Designee or highest-ranking official on duty prior to conducting any Lodge business with bargaining unit members on duty.

## Section 2. Lodge Grievance Representatives

The Lodge may select a minimum of one (1) Lodge Grievance Representative with one (1) alternate grievance representative.

The grievance representative's name and assignments shall be furnished to the Human Resource Department by the Lodge. The list shall be kept current by the Lodge at all times.

In no event will a grievant or his or her representative receive overtime payment to engage in activities covered by this Section or otherwise to conduct Lodge business. However, the parties will attempt to schedule Grievance Hearings at Steps 2 and 3, as called for in Article 33 approximately one-half (1/2) hour before the end of the grievant's shift if on third shift, and not earlier than one-half (1/2) hour before the beginning of his or her shift if on second shift, where the grievant or his or her representative will be in attendance.

If a grievance representative's name is not listed, he or she will not be granted time away from his or her job. Representatives involved will be permitted reasonable time off from their jobs with pay to be present at a Grievance Hearing, and will be permitted reasonable time during duty hours without loss of pay or benefits to investigate and process grievances.

The aggrieved employee may request a representative, and the representative must request time away and must inform his or her immediate supervisor of the grievant's name and location. Such requests shall not be unreasonably denied. Where the normal Lodge representative is absent, the alternate representative shall process the grievance.

## Section 3. Negotiators

The College shall make provisions so that Lodge bargaining unit members, selected by the Lodge as representatives on their negotiating committee, shall participate in negotiations during duty time. To this end there may be a need to reassign employees to accommodate this provision.

The negotiating committee will consist of no more than six (6) members, of which no more than four (4), one (1) member from each classification, will be given release time to participate in negotiations. After tentative agreement has been reached on the entire contract, or a Fact-Finder's report has been received, the six (6) member negotiating committee will be allowed four (4) hours of release time to communicate with bargaining unit members.

Upon advance approval by the Chief of Police/Designee, sixteen (16) hours of time off shall be granted for negotiating committee members, designated in advance, during the last sixty (60) days of this Agreement prior to the termination date specified in Article 49, Duration, (exclusive of any extensions).

#### Section 4. Bulletin Boards

A Lodge bulletin board shall be provided in a conspicuous place (e.g. the break room) by the College and shall be used by the Lodge for posting legitimate, business related notices.

#### Section 5. Use of the College Email System

The Lodge and its designated grievance representatives are permitted to send reasonable and necessary electronic communications to its members at their College e-mail addresses for the limited purpose of collective bargaining, contract administration, and similar business germane to the Lodge's role as exclusive representative. Such use shall conform to any electronic communication and computer use policies in effect or hereafter promulgated that are not inconsistent with this Section.

#### Section 6: Lodge Representative Training

Columbus State representatives will have their schedule adjusted so they can attend FOP sponsored training one (1) time each year. Requests for this training will follow the same process as established in procedure 33.1.1

### **ARTICLE 7 – NO STRIKE / NO LOCKOUT**

#### Section 1. No Strike.

During the term of this Agreement, the Lodge shall not sanction nor authorize, and no members of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refuse to perform assigned duties, or interrupt the normal operations of the College. If there is a violation of this clause the involved members of the unit will be subject to disciplinary action.



Section 2. No Lockout.

The College shall not authorize or sanction a lockout of bargaining unit members for the duration of this Agreement or during negotiations toward a successor Agreement, pursuant to Ohio Revised Code Chapter 4117.

Section 3. Negotiation Procedure.

Not more than one-hundred twenty (120) nor less than sixty (60) days prior to the termination of this Agreement, the parties shall meet for the purpose of discussing the terms and conditions of a successor Agreement. Should the parties fail to reach an Agreement fifteen (15) days prior to the termination date, they shall jointly request the Federal Mediation and Conciliation Service or the State Employment Relations Board to assist them in reaching a settlement.

Section 4. Strike Notice.

In the event the parties cannot reach a new Agreement, the Lodge and its members shall have the right to mediation, fact finding and to strike in accordance with the provisions of Chapter 4117. The parties agree to schedule the issuance of the fact finder's report to allow timely review by the College's board of trustees at a regularly scheduled meeting.

## **ARTICLE 8 – INTERRUPTION OF CAMPUS OPERATIONS**

The President of the College has the sole authority and responsibility to interrupt all or a specific part of the operations or declare an emergency for the College.

All bargaining unit employees are considered essential employees of the College and must report to work at the call of the Chief of Police/Designee during a declared emergency. Mitigating circumstances will be considered on a case-by-case basis.

## **ARTICLE 9 – CODE OF CONDUCT**

Section 1. Acknowledgment

The parties acknowledge that Police Department employees at the College, based on their authority and duties, hold positions that demand a high level of accountability and trust to the Columbus State community and to the public. Each employee shall take all reasonable measures necessary to maintain a work record and off-duty conduct that will not violate the public trust nor in any way prevent the employee from effectively and efficiently performing the duties of their position. Employees are responsible for their

own standard of professional performance and will take every reasonable opportunity to enhance and improve their level of knowledge and competence.

## Section 2. Provisions

If an employee is arrested, charged, or convicted of any criminal offense, an internal administrative investigation will be initiated to determine the nature of the offense and the impact the arrest, charge, or conviction has on the employee's ability to effectively, and efficiently, perform the duties of their position. Upon completion of the internal administrative investigation, disciplinary action may be initiated.

## Section 3. Notification

If arrested, charged, or convicted of any criminal offense, an employee is required to notify their supervisor within 24 hours or before their next scheduled shift, whichever is less. Failure to notify the supervisor may result in disciplinary action.

## Section 4. Periodic Verification

Supervisors may periodically verify that an employee has no criminal record.

# **ARTICLE 10 – PROBATIONARY PERIOD**

## Section 1. Requirement to Serve Probationary Period

Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as full-time bargaining unit employees. However, if a full-time bargaining unit employee leaves the employment of the College, and is rehired into a bargaining unit position within thirty (30) days of the termination of their employment, the employee will not serve a probationary period.

## Section 2. Length of Probationary Periods

The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the College and shall continue for a period of one (1) year, except that Communication Technicians I and II hired on or before July 1, 2018 shall have a probationary period of one hundred and eighty days (180).

In the event the College believes that the probationary employee is not meeting the minimum acceptable performance standards, the probationary period may be extended by the College by a period of up to one hundred twenty (120) days provided the College indicates to the employee and the Lodge the reasons for the extension.

A probationary employee who has lost work time due to illness or injury for more than five (5) work days (cumulative) shall have their probation period extended by the length of the illness or injury.

### Section 3. Appeals by Probationary Period Employees

A new hire probationary employee may be terminated any time during his/her probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum.

## **ARTICLE 11 – SECONDARY EMPLOYMENT**

### Section 1. Consent

Employees shall be permitted to accept secondary employment only with the expressed written consent of the Chief of Police/Designee. Such consent will not be unreasonably withheld. Secondary employment includes work for another employer. Police Officers and Sergeants are not permitted to have a secondary police commission with another police department.

### Section 2. Compliance

Secondary employment employees shall comply with the following:

1. Employees acknowledge the College as their primary employer and will not engage in any employment elsewhere which will conflict with their work schedule or duty to the College.
2. Employees will not utilize sick leave for the purpose of engaging in any form of employment, event, or duty for a secondary employer regardless of compensation. Employees further agree that the College may contact their secondary employer to verify work schedules.
3. Employees will submit in writing to the Chief of Police/Designee the following information regarding their secondary employer: name, address, nature of the business, a contact name and title and a reliable contact telephone number for the employee. Employees are responsible for immediately submitting, within one (1) week, any changes in the status of their secondary employment, including the termination of their secondary employment. Such written notice will be provided to the Chief of Police/Designee.
4. Employees will attend all mandatory training provided by the Police Department, and will not schedule any secondary employment obligations that are in conflict with mandatory training at the College.

5. For purposes of their secondary employment, employees are not permitted to use or wear any College uniform items or equipment that identifies them as employees of the College.

## **ARTICLE 12 – LABOR/MANAGEMENT COMMITTEE**

It is the objective of the College and the Lodge to maintain the highest standards of professionalism and cooperative contract administration. Therefore, the Labor\Management Committee is established to achieve these ends.

The Committee shall have equal representation. Each side may be comprised of up to four employees, and shall meet at least quarterly, or more frequently, with reasonable notice to the other party. There shall be no more than one member from each classification on the Committee. However, this does not preclude participation of other invited members upon mutual agreement depending on circumstances. The Labor\Management Committee meetings and agenda items shall be initiated by a letter from the Chief of Police/Designee to the Lodge representative or from the designated Lodge representative to the Chief of Police/Designee. Agenda items will be discussed and agreed by these representatives prior to the meeting. Items in addition to those on the agenda may be discussed by mutual agreement. No agreement may be reached on any matter that would alter in any way the terms or conditions of this Collective Bargaining Agreement unless such agreement shall be signed and dated by each party's designated representative, and presented to the appropriate constituents pursuant to their respective requirements for approval. The subject matter of grievances may be addressed by the Committee upon mutual agreement of the parties.

## **ARTICLE 13 – HEALTHCARE COMMITTEE**

Due to the cost and complexity of healthcare and its implications for the entire College community, the College agrees to create the College Healthcare Committee. The purpose and charge of this committee is to study and research different facets of healthcare to advise the College as to its choice in healthcare plans.

Responsibilities of this committee will include but are not limited to the following:

1. Monitor the operations, service, and any problems with the current vendor.
2. Review benefit options from current and competitive vendors.
3. Study and propose methods to reduce the experience rate of the College.
4. Review bids of the vendors.
5. Promote wellness campus-wide.
6. Gather and analyze healthcare data.

The Committee may have two members representing the Staff, two Administrators and two members from the Lodge. The Committee shall meet no less than once per quarter and may consult with others who have the expertise needed for the work of the Committee.

## ARTICLE 14 – PHYSICAL FITNESS AND WELLNESS

### Section. 1 – Policy Committee

The College and the Lodge recognize the need for bargaining unit employees to be in good physical condition due to the nature of the work performed by this bargaining unit. The parties agree to establish a joint committee of equal numbers to monitor and make recommendations to the ongoing fitness and wellness program standards for the classifications covered by this Agreement.

### Section. 2 – Physical Fitness and Incentive Program

#### A. Scope

The College and the Lodge agree that good health and physical fitness are important for the efficiency, safety, and health of the Police Department employees. Therefore, a Fitness and Incentive Program (FIP) has been developed to educate personnel on the importance of health and wellness, and to reward acceptable levels of physical fitness.

The FIP is a voluntary program that encourages all employees to improve the health and fitness levels of department personnel, and will not be used as the basis for progressive discipline. Employees who choose to participate and meet the fitness standards outlined in the Police Department's Fitness and Wellness Program procedure will be eligible for special recognition and incentives.

#### B. Program Design

The Fitness standards and testing process is outlined in the Police Department Fitness and Wellness Program procedure. Fitness testing will be performed at no cost to the employee during their scheduled work hours.

#### C. Fitness Incentives:

Employees who participate in the FIP will enjoy the benefits of the Incentive Program. These incentives are outlined below:

##### 1. Individual Incentive:

Employees will receive fitness incentives based on their individual level of fitness. These fitness level incentives are outlined as follows:

- Level I - \$300
- Level II - \$400
- Level III - \$500

These incentives will be a (1) one-time payment each year and will not be added to an employee's base salary. All individual incentives will be paid in the first pay period of June each year.

2. Participation Incentive:

To encourage participation in the fitness program all employees who do not reach a level I fitness level, but are able to demonstrate an improvement in their overall fitness will receive an incentive of \$200.

This incentive, will be a (1) one-time payment each year and will not be added to an employee's base salary. All participation incentives will be paid in the first pay period of June each year.

## **ARTICLE 15 – HEALTH AND SAFETY**

### Section 1. Mutual Concerns

Occupational safety and health is the mutual concern of the College, the Lodge, and the employees. The Lodge will cooperate with the College in encouraging employees to comply with applicable safety rules and regulations.

### Section 2. Compliance

Employees shall comply with applicable departmental safety rules and regulations and shall be required to utilize all personal protection equipment provided for them by the College. When the College establishes new work, safety and health rules, the Lodge will be notified. The College agrees that any new health or safety rules/policies, which the College may promulgate that affect the employees, shall be reasonable and shall be reduced to writing and an electronic copy will be placed in Power DMS for each employee to review in advance of the rule's enforcement. Prior to the implementation of any new health or safety rules or policies the College shall provide copies of the draft rules or policies to the Lodge, and the Lodge will have at least thirty (30) days to review and provide input. After the Lodge has had the opportunity to provide input and feedback, the College may promulgate the new health and safety rules and policies.

### Section 3. Duty to Report

All employees shall promptly report unsafe conditions or equipment to their supervisors. If the supervisor does not abate the problem, the matter will be reported to the Chief of Police/Designee. No disciplinary action shall result from reporting unsafe conditions. The Chief of Police/Designee shall attempt to abate the problem or will report to the employee or his/her representative within five (5) days the reasons why the problem cannot be abated in an expeditious manner.

Employees shall promptly report any on-duty injury or illness to his/her supervisor. The employee shall complete the appropriate report forms and submit the reports to the Human Resource Department unless the employee is unable to do so because of injury or illness, in which case the supervisor shall complete the appropriate forms and reports.

#### Section 4. Unsafe Equipment

The College will not knowingly instruct an employee to use or operate unsafe equipment. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any such unsafe equipment. If a disagreement arises between the employee and their supervisor concerning the condition of a particular piece of equipment, the Chief of Police/Designee shall be notified and the equipment shall not be used or operated until the Chief of Police/Designee has inspected said equipment and deemed it safe for operation. Any question concerning the propriety of policies/procedures may be resolved in the grievance procedure.

#### Section 5. Mandatory Tuberculosis Screening

Mandatory tuberculosis screening may be conducted annually for all employees. Based upon risk assessment, employees may require more frequent testing. Additional testing will be based upon Center for Disease Control (CDC) guidelines. The College will hold the employee harmless from any cost incurred as a result of additional tests or x-rays incurred as a result of a positive test.

### **ARTICLE 16 – MEDICAL EXAMINATION**

#### Section 1. Examinations – General

The College may require medical examination of employees to determine their ability to perform essential duties of the position or as permitted by law.

#### Section 2. Examination – Appeals

The College may require an employee to take an examination, conducted by a psychologist, psychiatrist or physician, to determine the employee's physical or mental capability to perform essential duties. The cost of such examination shall be paid by the College. If the employee disagrees with said determination, the employee may be examined by a psychologist, psychiatrist or physician of the employee's choice at the employee's expense. If the second opinion conflicts with the first opinion, the College may seek a third opinion from a mutually agreeable psychologist, psychiatrist, or physician, at the College's expense. This opinion shall be final and binding on both the employee and the College and not appealable through the grievance procedure.

## ARTICLE 17 – SICK LEAVE

### Section 1. Sick Leave Policy

The College recognizes that from time to time employees will need to take sick leave. Paid sick leave will be used only for personal illness, adoption, injury or pregnancy, or medical appointments necessary to earn health points. Sick leave may also be used for death, illness, or injury to a member of the employee's immediate family. Sick leave shall be paid at the employee's regular rate of compensation. Employees who properly use sick leave in accordance with article 17 and/or college policy and procedure will not be disciplined.

### Section 2. Definitions

Immediate family, for the purpose of this section, includes: parent, sibling, grandparent, child, spouse, mother-in-law, father-in-law, grandchild, stepparent, stepchild, a legal guardian or other person who stands in the place of a parent, and an unmarried domestic partner residing with the employee. A completed and notarized affidavit of domestic partnership form must be on file with the Human Resources Department.

### Section 3. Sick Leave Accrual

Full-time employees in an active pay status will accrue sick leave at a rate of ten (10) hours per month. Time for sick leave may be accumulated without limit. Percentage of full-time employees shall have their accrual rate pro-rated.

For purposes of accumulating sick leave hours, "active pay status" is defined as hours worked and any paid time (vacation, sick leave, holidays, and court service). It shall not include unpaid time off.

Full-time employees who, at the time of their disability or service retirement, have ten (10) or more years of service with the College or any agency of the state or any of its political subdivisions may convert only their accrued but unused time for sick leave with Columbus State to monetary compensation.

### Section 4. Use of Sick Leave

Sick leave may be taken in increments of fifteen (15) minutes. If an employee is absent from work and on sick leave, that employee continues to earn sick leave credit as if they were at work.

If an employee is absent from work due to a work-related injury and receives lost-time Compensation from the Bureau of Workers' Compensation that employee is not eligible to utilize sick leave or receive pay from the College for that absence or any subsequent related absence for which he/she receives lost-time compensation.



The Chief of Police/Designee may require a physician's statement or other documentation in situations where an employee uses sick leave for three (3) consecutive work days or more.

#### Section 5. Carry Over and Conversion

Full-time employees who, at the time of their disability or service retirement, have ten or more years of service with the College or any agency of the state or any of its political subdivisions may convert only their accrued but unused time for sick leave with Columbus State to monetary compensation. An employee of the College, having prior public service with state government or any political subdivision thereof is entitled to transfer any unused sick leave credit received from his prior service, provided the College receives written verification of such prior service from such prior public employer. In order to be eligible for this payment, the employee must retire directly into a state retirement system from active employment with the College. New employees hired after July 1, 2002 shall not be eligible to cash out transferred sick leave.

One fourth (1/4) of the accumulated sick leave earned as an employee of the College to a maximum of forty-five (45) days may be converted to a cash payment at the time of retirement, based upon the employee's rate of compensation at the time of retirement. The payment for sick leave under this policy eliminates for all time the sick leave credit of the employee at the time of retirement, and such payment will be made only once.

The same pay out arrangement shall be made to the full-time employee's spouse or if there is no surviving spouse, to the employee's estate upon the death of an employee who was actively employed by the College, if the employee was eligible for retirement at the time of death. However, if an employee dies in the line of duty, the full value (i.e. 100%) of the employee's accrued but unused sick leave shall be paid to the employee's surviving spouse, or, if there is no surviving spouse, to the employee's estate.

If an employee's sick leave use meets the conditions of Family and Medical Leave, the absence will also be counted as Family and Medical Leave in compliance with the Family and Medical Leave Policy.

#### Section 6. Sick Leave While on Vacation

If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines him or her to a hospital or a residence, the employee may opt to charge his or her time away to any unused, accumulated sick leave hours. Proper documentation confirming the injury or illness must be submitted to his or her immediate supervisor before such a change can be made.

#### Section 7. Non-use of Sick Leave

An employee shall be entitled to eight (8) hours of 24/7 Leave Time for each quarter (January – March; April – June; July – September; October – December) that they do

not call-off or use sick leave with the exception of Family Medical Leave (FML) situations and pre-approved absences for medical appointments necessary to earn health points. Hours will be credited in the month following the end of each quarter.

#### Section 8. Sick Leave Notification

An employee who is not on approved leave and unable to report to work shall contact their immediate supervisor, and the Communications Center to notify them they are unable to report for work. This notification must be made at least one (1) hour prior to their scheduled shift.

If the employee is off for more than one (1) day they will notify their supervisor and the Communications Center each day sick leave is requested unless prior notification was given.

### **ARTICLE 18 – INJURY LEAVE**

Each bargaining unit employee who is disabled from performing the duties of their employment due to bodily injury sustained by the employee or serious illness contracted in the pursuit and performance of their work duties shall receive, in lieu of the benefits conferred upon employees by the sick leave provisions of this Agreement, injury leave at the employee's applicable rate of pay. The injury or serious illness must be sustained or contracted in the line of duty, and must not have resulted from misbehavior on the part of the bargaining unit employee.

All members shall be allowed injury leave with pay up to a maximum of sixty (60) work days per calendar year for on the job injuries, not to exceed a total of one hundred twenty (120) workdays per injury.

The College and the Lodge have jointly developed the following procedure for administering this Article:

1. An employee who is injured or who contracts a serious illness in the pursuit and performance of the duties of their employment with the College shall follow the procedures contained herein:
  - 1.1 Submit an injury report through the chain of command within three (3) calendar days of the date of the injury or serious illness contracted is known to the employee. The report will describe the circumstances giving rise to the injury or illness;
  - 1.2 If the employee is unable to submit an injury report due to incapacity, the employee's immediate supervisor shall submit the report;

- 1.3 The filing of this report shall provide the factual basis to support an injury leave request if filed at a subsequent date.
2. All requests for injury leave shall be supported by medical documentation.
  - 2.1 The employer may order the employee to obtain additional documentation relevant to the injury. Failure of the employee to comply with the request may result in the employee's disqualification for injury leave.
  - 2.2 Before granting injury leave or during the course of injury leave, the College may order the employee to be evaluated by a medical provider utilizing the procedures outlined in Article 16.
3. After the completion and submission of the required documents specified above a determination shall be made by the College concerning the granting of injury leave.
  - 3.1 If the injury leave is granted, any use of accrued sick leave by the employee that was used pending the determination will be re-credited to the employee.
  - 3.2 If the injury leave is disapproved, the time absent from work will be charged against any applicable leave.
  - 3.3 The concerned employee shall receive written notification of approval or disapproval of injury leave.
  - 3.4 Any injury leave which is granted for reasons permissible under the family medical leave act will be charged as family medical leave.
4. An employee shall not receive both Workers Compensation benefit payments and injury leave payments for the same period of time, and shall not be obligated to accept Worker's Compensation benefits in lieu of injury leave payments under this Article.
5. Except where it may conflict with the language of this Article, the College will follow the Transitional Work Policy (TWP) and Procedure No. 3-38, dated 10/1/2004, with regard to on duty and off duty illnesses. Early return to work will be determined by the TWP policy and procedure.

## ARTICLE 19 – SPECIAL LEAVES

### Section 1. Leave Without Pay

The College recognizes that some employees may need to take a leave of absence from their jobs due to:

- Serious health condition or disability for which the employee may not qualify for or have sufficient sick leave and/or family medical leave or other related benefits allowed by
- College policies and procedures or articles under this contract;
- Personal needs, or
- Professional development purposes

The granting of such unpaid leaves is at the sole discretion of the College based on business and operational needs.

#### A. Definition of Leave of Absence

Leave of absence is defined as an authorized, unpaid, extended absence from employment. There are two types of leaves. Short-term leave is defined as thirty days or less. Long-term leave is defined as more than thirty days but not more than one year.

#### B. Benefits Continuation

Employees granted a short-term leave of absence will continue to receive all insurance benefits and coverage, as prescribed in this Agreement, for the period of the leaves of absence. Employees granted a long-term leave of absence are eligible for the medical and dental insurance benefits, at their own expense, for the period of the leave of absence beyond the initial thirty (30) or as may be restricted by the insurance carrier.

#### C. Return to Service

Employees returning from a leave of absence who have complied with all aspects of the College's Leave of Absence Procedure will be reinstated in the same or similar position.

#### D. Failure to Return

Employees will comply with College procedure when requesting or utilizing a leave of absence. Failure to return from a leave of absence on the scheduled date of leave termination, or failure of the employee to abide by the terms of the leave of absence, shall be just cause for discharge of the employee, effective on the day following the last day worked. Benefits eligibility, if any, shall be based on benefits due the employee on the last day worked.

## E. Medical Leave of Absence

Upon written application to the College, leaves of absence or renewals thereof without pay including those of thirty (30) days or more, may be granted to each full-time employee who is absent from work and unable to work because of a medically diagnosable, not duty related sickness, injury, or disability. The employee must submit to the College such medical evidence of the cause and duration of the absence, the employee's inability to work, and the employee's ability to resume employment as the College may request. The College reserves the right to refer an employee to a doctor of its choice to obtain information concerning a period of absence. The initial leave of absence, which, under certain extenuating circumstances, may be requested orally but then must be reduced to writing, shall be for an initial period of five (5) days and shall not exceed thirty (30) calendar days and any renewal must be requested in writing prior to the expiration of the leave then in effect.

The duration of each leave of absence and any renewals thereof shall be specifically stated in the request and in the granting of the leave. No leaves will be granted for a total or continuous period or periods that exceed twenty-six (26) weeks, in any one continuous twelve-month period. Failure of an employee to report for work at the time at which he or she is regularly scheduled to report at the conclusion of the approved leave period will result in termination of employment.

If at any point during the leave, an employee also qualifies for family medical leave, family medical leave will run concurrently with the unpaid leave of absence. The employee will be required to exhaust all sick leave prior to going into unpaid leave of absence status.

A leave of absence without pay for medical purposes means that time previously worked for the College is not lost in computation of length of service and the benefits credited toward any calculation of any applicable paid vacation or sick leave time. An employee on said medical leave also will not be eligible for any holiday falling within this medical leave of absence.

## Section 2. Other Forms of Special Leave

The College may grant other forms of Special Leave because they are considered to be in the best interest of the College and the employee alike.

### A. Jury Duty Leave

Leave with pay may be granted to an employee in order that he/she may serve required jury duty. In such cases, all witness or jury fees shall be signed over to the College. In the event the witness or jury fee is \$15.00 or less per day, the employee may retain the fee as a parking and meal allowance.

B. Military Leave

Each employee who is a member of the Ohio organized militia, or a member of the other reserve components of the armed forces of the United States, including the Ohio National Guard, shall be granted a military leave of absence provided by the applicable state and federal statutes. The employee must provide evidence of military service.

C. Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 and the 2008 National Defense Act amendments, family medical leave may be granted to an employee who has been employed for at least twelve (12) months by the College and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested.

The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:

- Because of the birth of a child or placement for adoption or foster care of a child;
- In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or “in loco parentis” has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform his/her employment functions.
  - “Serious health condition” means an illness, injury, impairment or physical or mental condition that involves:
    - (a) Inpatient care in a hospital, hospice, or residential medical care facility; or
    - (b) Continuing treatment by a health care provider.
- If a spouse, son, daughter, or parent of the employee is on active military duty or has been notified of an impending call to active duty status, in support of contingency operation.

The leave may be granted for up to a total of twenty-six (26) weeks during a rolling twelve (12) month period for the following reason:

If the qualifying employee is a spouse, son, daughter, parent or next of kin of a covered service member (as defined in the family medical leave act), who is in medical treatment, recuperation, or therapy due to recovering from a serious illness or injury sustained in the line of active duty or who is otherwise on the temporary disability retired list, to care for the service member.

The employee must provide the College with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if

thirty (30) days' notice is not possible. The employee must provide the College with certification of the condition from a health care provider.

The College, at College expense, may require a second opinion on the validity of the certification. If this second opinion contradicts the first opinion submitted by the employee, a third opinion, at the College's expense, shall be sought from a mutually agreeable physician, which shall be binding on both the employee and the College.

An employee seeking FML leave must first use paid sick time before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the College, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks taken because of the birth of a child or placement for adoption or foster care of a child.

D. 24/7 Leave

Due to the duties and responsibilities of employees in a 24/7 operation, they may not be able to exercise certain benefits that other CSCC employees apply. This leave bank will allow employees in a 24/7 operation to request the leave at a time more conducive to their needs as well as the operation of the Police Department. Scheduling of this leave will be in accordance with Article 21 – Vacation Leave, Section 1.

In addition, employees may choose to cash out a maximum of eighty eight (88) hours of unused 24/7 leave between January 1<sup>st</sup> and November 15<sup>th</sup> each year. These cash outs may be requested two (2) times a year as outlined below:

- June 1<sup>st</sup> – 40 hours (Maximum)
- November 15<sup>th</sup> – 88 hours (Maximum)

If an employee does not use or cash out all of the 24/7 Leave time, the balance will be paid in the first pay period in January of the following year. No 24/7 Leave will be carried over into the next year.

E. Sabbatical Leave

Sabbatical leave may be granted to an employee who has completed a minimum of seven years of full-time service to the college. Subsequent sabbaticals may be granted after a minimum of seven years of additional service after the satisfactory completion of the previous granted sabbatical. Candidates for sabbatical must meet all other deadlines and requirements for sabbatical leave as noted in the college's policy and procedures manual. Sabbatical leave will generally be granted for a period of one quarter for employees. Special circumstances and opportunities, however, may merit the granting of an extended sabbatical not to exceed three quarters. Each employee granted sabbatical leave shall receive compensation during his/her leave as follows:

- A. First quarter of leave: one-hundred percent of salary and benefits.
- B. Second quarter of leave: seventy-five percent of salary and benefits.
- C. Third quarter of leave: benefits only.

Monies received by an individual on a sabbatical leave cannot exceed the amount he/she would normally receive in salary from the college. Fellowships, grants-in-aid, or earned income to assist the purpose of the sabbatical may be permissible with prior approval. Compensation from the college will be adjusted so that total compensation monies will not exceed one-hundred percent (100%) of full salary.

#### Section 1. Conditions

- A. All candidates for sabbatical must meet all deadlines and requirements as set forth in college procedure.
- B. Employees granted sabbatical leave must take the leave the quarter and year for which it is granted. The college reserves the right, however, to grant the requested sabbatical at a time more convenient to the college in light of department/division priorities.
- C. Agreed upon products of the sabbatical experience, written reports, department/division/college presentations, instructional materials, etc. must be completed by the date agreed to on the employee's sabbatical application.

#### Section 2. Continuation of Services

Employees receiving sabbatical leave are required to return to Columbus State Community College for a period of one year following the sabbatical leave. Failure to do so for any reason shall require that the employee reimburse the college for salary and fringe benefits paid on his or her behalf.

### **ARTICLE 20 – RESERVED**

### **ARTICLE 21 - VACATION LEAVE**

#### Section 1. Vacation Scheduling

Employees eligible for vacation leave shall submit vacation requests through a standard form available in the Human Resources office and completed by the employee.

Except in cases of emergency, vacation must be requested in advance and must have the approval of the Chief of Police/Designee. The Chief of Police/Designee may refuse to grant part or all of a requested vacation if it will create a hardship in the operation of the department, unless the hardship is caused by a lack of adequate staffing.



## Section 2. Rate of Accrual for Full-Time Employees

Vacation time is earned on a monthly basis, based upon length of service, except where specified below.

Employees from hire through five (5) years of employment accrue eighty (80) hours of vacation at a rate of 6.67 hours per month. Employees may accrue unused vacation up to a maximum of two-hundred forty (240) hours or the vacation hours accrued in the last three (3) years, whichever is less.

Employees with six (6) through ten (10) years of employment accrue one-hundred twenty (120) hours of vacation per year at a rate of 10.00 hours per month. Employees may accrue unused vacation up to a maximum of three-hundred sixty (360) hours or the vacation hours accrued in the last three years, whichever is less.

Employees with eleven (11) through twenty-four (24) years of employment accrue one-hundred sixty (160) hours of vacation per year at a rate of 13.34 hours per month. Employees may accrue unused vacation up to a maximum of four-hundred eighty (480) hours or the vacation hours accrued in the last three (3) years, whichever is less.

Employees with twenty-five (25) years of employment or more accrue two-hundred (200) hours of vacation per year at a rate of 16.67 hours per month. Employees may accrue unused vacation up to a maximum of four-hundred eighty (480) hours.

Full-time employees who work less than a one-hundred (100) percent schedule will receive vacation on a prorated basis in accordance with their length of employment and percent of annual time worked. Part-time employees do not earn vacation.

Employees may accrue unused vacation up to a maximum of sixty (60) days or the vacation hours accrued in the last three (3) years, whichever is less.

## Section 3. Conversion of Credit Upon Separation

Unused accrued vacation will be paid to employees upon separation of employment or retirement or lay off at their current rate of pay.

In the event of an employee's death, such compensation shall be paid to the employee's surviving spouse, or, if there is no surviving spouse, to the employee's estate.

## Section 4. Charge of Vacation Leave

Vacation must be taken in increments of fifteen (15) minutes.

Vacation can be used with Family and Medical Leave as defined in the Family Medical Leave Policy only after all sick leave has been used.

## Section 5. Pay in Lieu of Vacation

Employees who have completed three (3) years of service may request pay in lieu of vacation. Employees must first take two (2) weeks (eighty hours) of vacation in a calendar year prior to submitting such a request. Employees may receive payment once per calendar year for up to forty (40) hours of their accumulated balances by submitting a written request for such payment to the College. Such payment shall be issued with the next regular payroll following submission of the employee's request.

## **ARTICLE 22 – RESERVED**

## **ARTICLE 23 – TUITION PROGRAMS**

The College encourages employees to develop their knowledge, skills, and abilities. To that end, the College provides both a Fee Waiver Program (FWP) and a Tuition Reimbursement Program (TRP). Administration of this benefit is in accordance with Internal Revenue Code Section 117(d). The employee is eligible based upon the Tuition Reimbursement and Fee Waiver policy.

### Section 1. Fee Waiver

The Fee Waiver Program provides employees the opportunity to take credit courses at the College free of charge and provides a 75% fee waiver for spouses, domestic partners and dependent children of employees.

To be eligible for the Fee Waiver Program the following criteria must be met:

1. Employees must currently be on a full-time status employed for a minimum of three (3) months on a full-time basis to qualify for a 100% waiver of eligible fees. Employees who work a percentage of full-time will have their fees waived in proportion to their degree of full-time employment.
2. The spouse, domestic partner and/or dependent children of full-employees employed by the College for a minimum of six (6) months on a full-time status, are eligible for a 75% waiver of eligible fees. A dependent child is one that the employee can legally claim on his or her taxes or as specified in a divorce decree.
3. In order to be eligible for the Fee Waiver Program, the employee must be employed on the first day of class.

Waived fees include application fee, instructional and general fees, lab fees, proficiency exam fees, non-traditional credit fees, and matriculation fee.

Scheduling of courses should not interfere with the employee's work schedule.

Fee Waivers are not extended to employees who are taking an unpaid leave of absence.

Should the Board of Trustees expand eligibility criteria of the Tuition Program benefit, the College agrees to extend that option to the Police Department bargaining unit.

## Section 2. Tuition Reimbursement

The Tuition Reimbursement Program provides employees the opportunity to take courses related to their employment with the College through accredited colleges and universities. Employees are eligible to participate in the Tuition Reimbursement Program after one year for employees hired after the effective date of this agreement and six (6) months of employment for employees hired prior to this agreement.

To receive reimbursement the following criteria must be met:

1. Employees must be approved for participation in the program thirty (30) days prior to the start of the quarter/semester. Employees must submit official documentation of fees paid and a final grade report.
2. Employees must be employed on the first and last day of the quarter/semester to be eligible for reimbursement.
3. The College will reimburse instructional and general fees for courses taken through accredited colleges and universities up to a maximum of \$6,000 for undergraduate programs and \$8,000 for graduate degree programs per fiscal year, i.e., July 1 through June 30, unless the college policy changes to a calendar year. Employees must earn a "C" or better or a "pass" in a pass/fail course in order to be reimbursed. Employees who work a percentage of full-time will have their fee waiver maximum calculated in proportion to their degree of full-time employment.
4. Unused funds may not be carried over from one year to the next.
5. Employees are obligated to report other financial assistance. Tuition reimbursement for employees who receive financial assistance from other sources (i.e. scholarships, grants, etc.) will be calculated based on the general and instructional fees not covered by the other sources.
6. Scheduling of courses should take place so that course participation does not interfere with the employee's work schedule.
7. Tuition reimbursement benefits are not extended to employees who are taking an unpaid leave of absence.

### Section 3. Degree Incentives and Awards

Employees who, in accordance with College policy, receive an academic degree more advanced than that which they already possess, shall receive a one-time salary adjustment of five hundred dollars (\$500) added to their base pay rate, for each such advanced degree obtained, or such higher amount as provided by College Policy.

For the purpose of this Article, the term “domestic partner” shall have the same meaning as defined in the College Policy addressing such benefits.

## **ARTICLE 24 – COURT SERVICE**

The College recognizes that it is occasionally the civic duty of its employees to participate in court service. Therefore, employees shall be paid their regular scheduled pay for the actual time served in court service.

### Section 1. Definition

Court service is defined as a situation in which an employee is summoned for jury service or subpoenaed to appear before a court or other legally constituted body authorized by law to compel the attendance of witnesses as a witness, except when the employee is a party to a civil or criminal action.

### Section 2. Court Leave

When an employee is summoned or subpoenaed for court service as defined above, he/she will immediately submit a copy of the summons or subpoena to they/their administrator. Court reimbursement of personal expenses such as transportation, parking costs, and meals made to the employee need not be turned over to the College. All other payment to the employee shall be turned in to the College business office except as designated below in this section. An employee excused or discharged from court service before the end of the normal work day shall report to work as soon as possible after being excused or discharged.

If an employee is summoned or subpoenaed to appear in court in connection with their secondary employment/commission responsibilities, they must submit a leave form with a copy of the subpoena attached as soon as practical upon receipt of the subpoena. The employee may choose to utilize paid leave or be in an unpaid leave status. If the leave results in the employee being in unpaid leave status, the employee shall not be disciplined. Sick leave cannot be utilized for this purpose.

### Section 3. Court Appointed Expert

If an employee is subpoenaed to serve the court as an interpreter or as an expert witness and receives compensation other than personal expenses for this service, the

College guidelines will determine the appropriateness of the compensation. With the Chief of Police/Designee approval, working hours may be adjusted in order to fulfill these court requirements while still maintaining the assigned workload within the area of responsibility.

#### Section 4. Court Time

When a bargaining unit member is required to report to court outside their normal work schedule, in association with their job duties, they shall be credited with a minimum of three (3) hours service at their regular hourly rate. Such time will be paid at one and one-half the bargaining unit member's regular hourly rate, if it places them in an overtime status. Any additional time beyond this three (3) hour minimum shall be paid for actual time served in court service, at either the member's regular hourly rate or, if it places the member in an overtime status, at the rate of one and one-half the bargaining unit member's regular hourly rate.

### **ARTICLE 25 – LEAVE DONATION**

Full-time employees may voluntarily donate any form of accrued paid leave to fellow full-time employees who are in critical need of leave due to a catastrophic illness/injury of the employee or his/her immediate family.

#### Section 1. Definitions

Immediate family for the purposes of this program is defined as children, spouse, parents, and domestic partner. Catastrophic illness/injury is one that is life threatening and requires an extensive period of recovery.

#### Section 2. Transfer of Donation

Once leave is donated, it shall not be returned. Donated leave is paid at the rate of pay of the employee for whom the leave is donated no matter which employee donates the leave. Once an employee qualifies for another leave benefit such as Long-Term Disability, Workers Compensation, or Disability Retirement with one of the retirement systems (School Employees Retirement System), the employee may no longer receive or use donated leave. At no time will an employee be on donated leave for more than 180 days consecutively. Employees receiving donated leave will be considered in a pay status and shall accrue all benefits for which they normally would be eligible.

## ARTICLE 26 – HOLIDAYS

### Section 1. List of Holidays

The College recognized and employees will be paid for the following holidays:

1. New Year's Day – (first day in January)
2. Martin Luther King's Birthday – (third Monday in January)
3. President's Day – (as determined by the Board of Trustees)
4. Memorial Day – (last Monday in May)
5. Independence Day – (Fourth of July)
6. Labor Day – (First Monday in September)
7. Columbus Day – (second Monday on October)
8. Veterans Day – (eleventh of November)
9. Thanksgiving Holidays (2 days) – (fourth Thursday and Friday in November)
10. Christmas Day – (twenty-fifth of December)
11. Holiday Cost Savings (4 days) – (four days between December 25<sup>th</sup> and January 1<sup>st</sup>)

### Section 2. Holiday Leave

In lieu of monetary compensation for the above listed holidays, on January 1<sup>st</sup> of each year, each full-time employee will receive one hundred and forty two (142) hours of holiday leave which will be credited to their 24/7 leave bank for the (11) eleven holidays listed above. If a new employee starts after January 1<sup>st</sup> of each year, their 24/7 leave bank will be pro-rated for the remaining holidays.

Such leave time may be utilized in increments of fifteen (15) minutes and shall be scheduled in the same manner as vacation leave. 24/7 leave that is not utilized during the calendar year will not be carried over. Any unused 24/7 leave will be paid out at the employee's regular rate of pay, during the month of January each year.

If an employee uses their 24/7 leave time prior to the holiday occurring and they separate employment with the College, they will be required to payback that holiday time, when their final paycheck is issued.

The College may schedule the workforce as necessary to provide adequate public safety coverage for the college. The above listed holidays will now be viewed as normal workdays and will be paid at straight time, unless the employee is otherwise entitled to overtime in accordance with Article 28, Section 5.

### Section 3. Special Holidays

Any special holidays as designated by the Board of Trustees when College offices are closed for all or part of the day will also be observed as a special holiday under this article and employees will be credited with an additional eight (8) hours of 24/7 leave for each special holiday. This article is only intended for any new holidays approved by the

Board of Trustees. This excludes weekends when the College offices are not open. The academic calendar is for student purposes only.

#### Section 4. Campus Closed Coverage

Employees who work in a 24/7 operation will be credited with eight (8) hours of 24/7 Leave Time during the month of January in recognition of Campus Closed Coverage, regardless of the number of occurrences, if any.

### **ARTICLE 27 – DISTINGUISHED SERVICE AWARD**

Annually, one full-time retired employee may be selected to receive a Distinguished Service Award. The purpose of this award is to recognize full-time retiring employees who have significantly contributed to the growth and improvement of Columbus State Community College through College service. A joint Labor/Management Committee shall develop the process for the selection and criteria of this award.

### **ARTICLE 28 – HOURS OF WORK AND OVERTIME**

#### Section 1. Work Week

The normal workweek for all full-time permanent employees shall be forty (40) hours. The work week shall commence at 00:00 hours on Sunday and end at 23:59 hours on Saturday.

#### Section 2. Posting of Work Schedules

Work schedules shall be posted for a minimum of two (2) weeks in advance of the effective date. If work schedules change, the Chief of Police/Designee shall meet with the Lodge to discuss the changes prior to the posting of a new work schedule. Schedules and shifts shall not be unreasonably changed. The College will schedule employees with consecutive days off.

#### Section 3. Meal Breaks

Employees may be granted an unpaid meal period near the midpoint of each shift. Such meal periods shall be scheduled at the Chief of Police/Designee's, discretion. Employees who are required by the College to remain in an on-duty status with no meal period shall receive compensation for time worked at their straight time regular rate except when the employee is in an overtime status at which time the employee will be compensated at the overtime rate. This break may be waived by the employee, with mutual agreement of the Chief of Police/Designee.

#### Section 4. Paid Breaks

A paid break of not more than fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed except during an unusual situation or emergency created beyond the control of the College. Such rest periods shall be a time detached from lunch periods, the beginning and end of shifts, and although scheduled at the discretion of the Chief of Police/Designee shall be taken near the midpoint of each half-shift when practicable.

#### Section 5. Eligibility for Overtime

Overtime may be necessary because of the operational needs of the College. It is the sole and exclusive right of the College to determine when overtime is necessary. Employees who are in active pay status for more than forty (40) hours in a one (1) week period, are eligible for overtime compensation at the rate of one and one-half times his/her regular rate of pay. All overtime must be authorized by the Chief of Police/Designee in advance.

For purposes of calculating an employee's overtime, paid status shall include hours actually worked by the employee and time spent while on paid leaves such as vacation leave, sick leave, 24/7 leave, and court service.

#### Section 6. Coverage for Mandatory Overtime – Police Officers, Sergeant, Communication Technician I and II, and Security Specialists

This covers mandatory overtime for Police Officers, Sergeants, Communication Technician I, Communication Technician II, and Security Specialists. An overtime mandation list will be created for each classification (Police Officer [including Sergeants], Communication Technicians, Security Specialists) containing all bargaining unit employees eligible for overtime. Overtime mandation lists will be created with the least seniority first and the most seniority last. A mandation occurs when an overtime vacancy is not voluntarily filled. The classification member who is currently working, is next on the mandation list, and whose work shift abuts the overtime, will be mandated to work the overtime. The Chief of Police/Designee may split mandated overtime by mandating employees from two adjoining shifts. An overtime mandation must occur while the member is working their scheduled shift. Volunteering to work mandated overtime does not change or affect an employee's position on the mandation list. New mandation lists will be created with all shift bids that are administered according to Article 29, Section 1.

Whenever possible, the voluntary overtime procedure in Section 8 shall be first applied. If the mandated employee wishes to split the shift with another employee, he/she may attempt to call another employee to work.

The employee mandated to work may be excused by the Chief of Police/Designee if warranted by mitigating circumstances. Any employee refusing to work mandated



overtime will be subject to disciplinary action up to and including discharge. No employee will be forced to work overtime to cover staff shortages on their normal day off or any other scheduled and approved day off unless an emergency is declared.

#### Section 7. Call-Back and Call-In Pay

Employees who are called to report to work and do report at a time disconnected to their regularly scheduled shift, will be paid a minimum of three (3) hours at the straight time regular rate of pay or actual hours worked at the overtime rate, whichever is greater, providing such time does not abut the employee's regular shift. Time actually worked will be included in the overtime calculations, however, call-back or call-in pay at straight time is excluded from the overtime calculation.

#### Section 8. Scheduled Overtime

If overtime is necessary, the Chief of Police/Designee will post the overtime and everyone in the classification will have an opportunity to sign-up for the overtime. Overtime will be filled according to Columbus State Police Department Procedure 22.1.1 F. dated 5-25-17 or mutually agreed upon successor policy.

Volunteering for scheduled overtime will not change an employee's position on the mandation list. If all time is not covered, the mandation list will be used to assign mandatory coverage.

If overtime is not filled, the coverage for mandatory overtime procedure in Section 6 shall be applied.

#### Section 9. Training (Mandatory, Elective and In Service)

Any employee attending approved training on their normal time off will be compensated for the actual time spent in class. If such training puts the employee in overtime status or is held during a time that does not coincide with the employee's shift, the Chief of Police/Designee has the ability to adjust the employee's work schedule to allow the employee to attend training within the forty (40) - hour work week without accruing overtime. If, due to operational needs, the Chief of Police/Designee cannot adjust an employee's work schedule to attend training, any time spent in training that puts an employee in overtime status will be paid at the overtime rate.

Employees shall attend training required to maintain employment with Columbus State regardless of being scheduled on their day off; however, employees on a pre-approved vacation will not be required to attend training on a vacation day. Sick leave may be excused on a case-by-case basis. Attending training will not affect the employee's position on the rotation list.

## Section 10. Scheduled and Mandated Overtime

All employees must have at least eight (8) hours of time off between scheduled shifts. Scheduled and mandated overtime is not considered a call-back or call-in.

## **ARTICLE 29 – SHIFT AND DAYS OFF PREFERENCE**

### Section 1. Duty Assignment

Each bargaining unit member shall be assigned to a regular shift and consecutive days off. The regular shift shall be defined as the assigned schedule.

There shall be one shift bid per year in December. One additional shift bid per calendar year may be conducted if necessary to realign shifts as a result of staffing changes. For each shift bid, employees shall submit their preference for shift and days off assignments on Appendix 1. Chief of Police/Designee will post the available shift and days off, along with a bidding schedule and provide a thirty (30) day review period for the employees. They shall submit their preferences on Appendix 1 beginning on the first Wednesday in November but no later than the first Monday in December. The first Wednesday in December shall be the selection day. The newly assigned schedule shall begin on the first Sunday in January.

The Chief of Police/Designee will administer the shift bid and make assignments, as follows:

1. Employees who have elected on Appendix 1 not to be contacted about their shift preferences shall have their shifts assigned in accordance with their preferences set forth on Appendix 1.
2. Employees who have elected on Appendix 1 to be contacted either in person or by phone about their shift preferences must be available and respond during their shift selection window in order to be eligible to alter their initial written preferences. Failing to respond within the 30 minute window will result in the employee's written preferences being implemented.
3. When an employee's shift preferences have been implemented, the administrator shall move on to the next senior employee in the unit.
4. An employee's failure to timely submit Appendix 1 shall result in the employee being placed at the bottom of the selection list.
5. The results of each employee's bid selection shall be posted by the administrator in a conspicuous location in the Police Department and reasonably contemporaneously with each selection made.

## Section 2. Exchange of Shifts/Days Off

Employees may request, in writing, to temporarily exchange days off or shift assignments. Temporary exchanges of workdays or shift assignments require the approval of the immediate supervisor(s). The date requested for shift trade shall be mutually agreed upon by the employees involved. All requests for shift trade must be made in writing two weeks prior to the date requested; however, this requirement may be waived by the Chief of Police/Designee. Shift trade may not create overtime for either employee, unless approved by the Chief of Police/Designee.

If conditions arise during the assignment period which necessitates a change in shift assignment in order to provide effective delivery of services to the College, the College may temporarily change the employee's shift and/or days off assignment provided the employee is given advance notice of forty-eight (48) hours. Exceptions to the forty-eight (48)-hour notice requirement are overtime opportunities, mutual agreement to waive the provisions, or an emergency, including emergencies, being declared by the President of the College or Chief of Police/Designee.

## **ARTICLE 30 – WORK RULES AND POLICIES**

The College agrees that any new work rules/policies, which the College may promulgate that affect the employees, shall be reasonable and shall be reduced to writing and a copy distributed electronically for each employee to review in advance of the rule's or policy's enforcement.

Prior to the implementation of any new work rules or policies the College shall give the Lodge thirty (30) days to review and provide input. After the Lodge has had the opportunity to provide input and feedback, the College may promulgate the new work rules and policies.

## **ARTICLE 31 – UNIFORMS, EQUIPMENT AND ALLOWANCES**

### Section 1. Uniform Parts and Equipment Initial Issue

The College shall furnish uniforms and equipment to all members at no cost to the member, shall replace or repair any lost, worn, or damaged College property or equipment, including employee uniform clothing, provided the loss or damage is not the result of the employee's intentional abuse or gross negligence, and shall replace the employee's body armor as needed. The issuance and replacement of uniform parts and equipment shall not be reduced below those items identified in the current uniform and appearance policy as may be modified by mutual agreement.

## Section 2. Dry Cleaning

The College shall provide uniform cleaning at no cost to the employee. The College and the Lodge will agree upon the vendor to provide cleaning services.

## Section 3. Damaged Personal Property

Personal property, which is damaged in the line of duty, will be repaired or replaced by the College at no cost to the employee, except where such damage or loss was caused by the officer's negligence. Such personal property shall be limited to, prescription glasses, contact lenses, dentures, and wristwatches. Damaged items shall be turned in to the College. The following rules will apply: \$300 maximum per personal item damaged and a \$600 maximum per incident. A report will accompany all requests for reimbursement under this Section.

## Section 4. Uniform and Equipment Committee

A Uniform and Equipment Committee shall be established, comprised of three (3) non-bargaining unit members appointed by the College and three (3) bargaining unit members appointed by the Lodge, one (1) from each of the classifications of police officers (including Sergeants), Communication Technician (I or II) and Security Specialist. The Committee shall make recommendations for any changes believed to be appropriate with regard to uniforms and equipment items. Such recommendations may be implemented, and this Article may be amended, by mutual agreement of the College and the Lodge

# **ARTICLE 32 – INSURABILITY AND DRIVER'S LICENSE REQUIREMENT**

## Section 1. Purpose

Driving is considered an essential function for all Sergeants of Police, Police Officers, and Security Specialists who must maintain an Ohio driver's license and be insurable by the College's insurance carrier at all times.

Communication Technicians may operate a College insured motor vehicle if they have a valid driver's license and are insurable by the College's insurance carrier.

## Section 2. Provisions

If a Sergeant of Police, Police Officer, or Security Specialist loses their driving privileges, or becomes uninsurable under the College's insurance carrier, they have a period of sixty (60) days to either obtain an Ohio driver's license or occupational driving privileges and/or be declared insurable by the College's insurance carrier or be appropriately bonded equal to the College's insurance requirement. For the first thirty (30) days of this period, the employee will be reassigned to non-driving duties. For the

second thirty (30) days of this period, the employee will be placed on unpaid leave. Failure to obtain any of the above requirements within the sixty (60) day period will constitute an inability to perform the essential duties of the position and will result in the removal of the employee.

### Section 3. Notification

All employees that lose their driver's license are required to notify their supervisor within twenty four (24) hours, or before their next scheduled shift, whichever is less. Failure to notify the supervisor may result in disciplinary action.

### Section 4. Periodic Verification

Supervisors may periodically verify that an employee has a valid Ohio driver's license. The College will verify insurability of all employees on a regular basis.

## **ARTICLE 33 – GRIEVANCE/ARBITRATION PROCESS**

### Section 1. Purpose

The grievance procedure shall be the sole and exclusive method of resolving grievances except where otherwise provided by this Agreement. The parties agree to share reasonable and relevant documents, reports, and witness names to facilitate the resolution of grievances at the initial stage of the grievance procedure. A Lodge Representative may represent the Grievant during all steps of the grievance process, if requested.

### Section 2. Definitions

1. **Grievance** – an alleged violation, misinterpretation or misapplication of specific provision(s), article(s), and/or section(s) of this Agreement.
2. **Disciplinary Grievance** – a grievance involving a discipline, termination or suspension of employment.
3. **Day** – a calendar day except where otherwise specified. Times shall be computed by excluding the first and including the last day, except that when the last day falls on a Saturday, a Sunday or a College recognized holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or College recognized holiday.

A grievance under this procedure may be brought by any employee or the Lodge setting forth the name of the Grievant(s). At each step of the grievance procedure, except the Preliminary Step, the Grievant must specify on the written grievance form the specific provision(s) of the Agreement alleged to have been violated and the desired resolution.

### Section 3. Grievance Procedure

The following procedure applies to the processing of all grievances except:

1. Oral and written warning
2. All forms of discrimination (e.g. Harassment, Sexual Harassment, EEO and ADA)
3. Performance appraisal
4. Sabbatical

#### A. Preliminary Step

Prior to filing a written grievance, an employee must attempt to resolve a grievance informally with his or her supervisor or the Chief of Police/Designee.

#### B. Filing Process

All written grievances shall be filed with the Human Resources Department on a form mutually agreed to by the parties. The Grievant shall specify on the form the date and manner in which the preliminary step was completed. The Human Resources Department will time stamp the grievance, assign a number, and return a copy to the grievant. The Human Resources Department will forward the grievance to the appropriate supervisor for a Step 1 response.

The grievance must be filed in the Human Resources Department within thirty (30) days of the date the employee knows or reasonably should have known of the event giving rise to the grievance.

#### C. Step One – Supervisor

The supervisor shall respond in writing to the grievant within fourteen (14) days after the grievance is filed. Prior to the supervisor's written response the parties can mutually agree to meet to discuss the grievance further.

#### D. Step Two –Chief of Police/Designee

Should the Grievant not be satisfied with the written answer received at Step One, within fourteen (14) days after receipt of the response thereof or the date such answer is due, the grievant may advance the grievance to Step Two by filing the grievance form with the Chief of Police/Designee. The Chief of Police/Designee shall indicate the date of the receipt on the grievance form, and within fourteen (14) days of receipt of the grievance, the Chief of Police/Designee shall hold a meeting with the grievant on a mutually agreed upon date within the fourteen (14) days.

Within seven (7) days of this meeting, the Chief of Police/Designee shall respond to the grievance in writing and return a copy to the Grievant and to the Lodge Representative, if applicable.

#### E. Step Three - Executive Director of Human Resources

Should the Grievant not be satisfied with the written answer received at Step Two within seven (7) days after receipt, thereof or the date such answer was due, the grievant may advance the grievance to Step Three by filing the grievance form with the Executive Director of Human Resources/Designee. The grievance shall be submitted by serving written notice (which includes a copy of the grievance and previous responses) presented to the Executive Director of Human Resources/Designee. Upon receipt of the grievance, the Executive Director of Human Resources/Designee shall hold a meeting on a mutually agreed upon date and render a decision within thirty (30) days after the receipt of the grievance.

#### F. Step Four – Request for Arbitration

The Lodge may appeal the grievance to Step Four arbitration by filing a written appeal and a copy of the grievance to the Executive Director of Human Resources/Designee within fifteen (15) days of the due date or receipt of the Step Three response.

#### G. Other Procedural Matters

##### Time Extensions and Step Waivers

The parties may mutually agree to time extensions and the waiving of any step of the procedure. All extensions or waivers must be reduced to writing and signed by both parties.

##### Disciplinary Grievance Procedures

An employee who wishes to grieve a suspension or discharge shall file such grievance at Step Three of the grievance procedure within ten (10) days after notification of the intent to be discharged.

##### Reduction in Force Grievance (RIF)

Grievances which arise due to a reduction in force shall be filed at Step Three of the Grievance Procedure within ten (10) days of the notification of such RIF.

#### Section 4. Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the College and the Lodge shall select a panel of three (3) arbitrators. The panel shall be assigned in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement. Either party may notify the other of its intent to terminate an arbitrator. Within five (5)

days of receipt of such notification, the parties shall notify the arbitrator by joint letter that his/her services are terminated. The arbitrator shall conclude his/her services by answering any grievances previously heard within forty-five (45) days of such notification. Any successor arbitrator(s) shall be mutually selected by the parties.

Cases will be scheduled in chronological order unless otherwise mutually agreed upon by both parties.

All fees and expenses of the arbitrator and hearing shall be borne equally by the parties except as provided in this Section. The arbitrator shall submit an account for the fees and expenses for arbitration to each party. If one party desires a transcript of the proceedings, the total cost for such transcript shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested. All other costs incurred by each party will be paid by the party requesting the service.

#### Section 5. Arbitrator Limitations

Only disputes involving the interpretation, application or alleged violation of specific provisions of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.

#### Section 6. Witnesses and Subpoenas

The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code. Upon receiving a request to issue a subpoena, the arbitrator shall contact the other party and hear and consider any objections to the issuance of said subpoena. If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five (5) days prior to the hearing. The arbitrator shall not knowingly subpoena persons to offer repetitive testimony, nor shall he/she subpoena persons who do not have direct knowledge of the incident giving rise to the grievance or whose testimony is not relevant to the grievance.

When the arbitrator determines that so many employees from the same work area have been subpoenaed that the number of subpoenaed employees would impede the ability of the College to carry out its mission or inhibit the College's ability to conduct an efficient operation, arrangements shall be made to take the testimony desired in such a manner to alleviate these concerns. Five (5) days prior to the start of an arbitration hearing, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent", that party will notify the other party ten (10) days prior to the hearing.



Where the intent of the Agreement is determined to be relevant, only the Chief Spokesperson(s) may be called as a witness by a party except for extremely rare circumstances such as disaffiliation, disability or death when the Chief Spokesperson is not available. In those instances only fulltime negotiating team members may be called as a witness.

The parties shall assume all costs for witness pay, transportation, meals and lodging for witnesses called by the parties.

#### Section 7. Issues

Prior to the start of an arbitration hearing, the representatives of the College and the Lodge shall attempt to reduce to writing the issue to be placed before the arbitrator and any stipulations as may be agreed upon. At the meeting, if the parties cannot agree upon the issue they shall at that time submit separate versions for the issue in writing to each other, and shall submit copies to the arbitrator at the hearing. Where such a statement is submitted, the arbitrator's decision shall address itself solely to the issue presented and shall not impose upon either party any restriction to obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue.

#### Section 8. Arbitrator Decisions

The arbitrator shall make all attempts to issue a written decision on the matter within thirty (30) days after the close of the record unless the parties agree otherwise. If the arbitrator is unable to comply with the thirty (30) day requirement, he or she will contact the parties to advise them of same and to provide an expected timeline.

The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the College, the Lodge and the employee involved, except as provided in Chapter 2711 of the Ohio Revised Code.

### **ARTICLE 34 – DISCIPLINE**

#### Section 1. Progressive Discipline

The College is dedicated to the policy of constructive progressive discipline. In general, disciplinary action should be imposed with the intent of giving the employee the opportunity to correct his/her behavior. If the behavior is not corrected, discipline should become increasingly more severe up to and including removal. Certain major offenses warrant severe discipline to include removal on the first offense.

The objective of imposing disciplinary action is to correct undesirable behavior that adversely affects the work area, other employees, and/or the mission of the College. Disciplinary actions shall be for just cause and shall be administered fairly and

consistently throughout the College within the guidelines set herein. The suggested discipline outlined shall also be commensurate with the offense taking into account the severity of the violation(s), mitigating circumstances, and previous disciplinary history. Progressive discipline may include:

- a. Oral warning
- b. Written warning
- c. Suspension without pay
- d. Demotion
- e. Removal

In general, it is the philosophy of the College to encourage the use of the Employee Assistance Program where appropriate and at the earliest possible time. Employee Assistance is not considered disciplinary action.

It is also the philosophy of the College to maintain a consistent and constructive approach to discipline; therefore, the following factors will be taken into consideration before corrective action is taken:

- a. The circumstances of the violation;
- b. The severity of the violation;
- c. The employee's work history and disciplinary record;
- d. Previous efforts to correct the problem;
- e. Use of progressively severe discipline for minor infractions.

## Section 2. Definitions

- a. DEMOTION – the reduction of pay, position, and duties due to disciplinary action.
- b. LAST CHANCE NOTICE – a formal warning/notice that may accompany disciplinary action of a serious nature. The last chance notice is intended to put an employee on notice that the College believes that subsequent violation(s) of policy, procedure, or practices of the College likely will result in removal of the employee from his/her position. The last chance notice is not a mandatory or additional step in the disciplinary process but merely a notice to the employee; and, such notice does not relieve the College of its obligation thereafter to issue discipline against the employee in accordance with the principles set forth in Section 1 of this Article.
- c. ORAL WARNING – a memorandum to the employee with a copy to the personnel file recording and documenting the nature of the oral admonishment. The memorandum should include the time, date, and nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.

- d. REMOVAL – the involuntary termination of employment with the College based on disciplinary action.
- e. SUSPENSION – the loss of a scheduled workday without pay.
- f. WRITTEN WARNING – a memorandum to the employee with a copy to the personnel file recording and documenting the nature of the written admonishment. The memorandum should include the time, date, and the nature of the violation as well as the proper course of behavior and future consequences if the behavior is not corrected.

### Section 3. Process

#### 1. Internal Administrative Investigation

It is recognized that as a condition of employment, it is the duty of employees to cooperate with internal administrative investigations. In many instances an inquiry may be initiated without an individual employee as the target of the investigation. During the investigation when the College believes that disciplinary action will result or may result in relation to an individual employee, that employee will be notified prior to any further questioning. At any stage of the investigation, if the employee involved believes that he/she is the subject of the investigation and that the investigation could lead to or could reasonably lead to discipline, then the employee has the right to ask for Lodge representation during the questioning. The bargaining unit employee shall be allowed reasonable time of not less than twenty-four (24) hours to contact a Lodge Representative and/or attorney prior to any interview, and to have the Lodge Representative and/or attorney present during all interview sessions. A member or a Lodge Representative may make a request for an extension and it shall not be unreasonably denied.

Bargaining unit employees shall be informed by the Chief of Police/Designee of the nature of the investigation prior to questioning. An employee suspected of having committed a criminal offense shall be assured the same rights as any other citizen regarding police inquiry. If the investigation is criminal in nature, the employee shall be given a “Miranda” warning and shall be afforded all rights thereunder. If the investigation is administrative in nature, the employee shall be given the “Garrity” warning and shall be afforded all rights thereunder. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in any investigation, the employee shall be advised that such conduct, if continued, may be made the basis for such a charge; except that an employee who refused to answer questions or participate in a criminal investigation shall not be charged with insubordination or like offense where such refusal is premised on the exercise of the rights and advice afforded under the “Miranda” warning.

Any questioning or interviewing of an employee will be conducted at hours during the employee’s shift, or immediately before or after the employee’s working hours. Such sessions shall be for a reasonable period of time. Interview sessions shall be for

reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities. Recordings may be made, upon mutual agreement of the parties, of any/all proceedings under this article. Prior to any recording, all parties shall have knowledge of such recordings, and a copy must be provided to each party upon request.

In internal investigations, polygraph examinations will not be used.

When any anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the complaint shall be classified as unfounded.

An accused employee shall be notified in writing within a reasonable period of time, not to exceed thirty (30) calendar days, after the College has been notified of a non-criminal complaint or the commencement of any non-criminal internal administrative investigation that may result in discipline against the employee. The employee shall be informed, in writing, of the status of the investigation not later than thirty (30) calendar days after the employee has received notice of the complaint and/or investigation. If after thirty (30) calendar days the investigation is not concluded, the employee shall be notified of the status of the investigation and thereafter at intervals of not more than thirty (30) calendar days. Any employee who has been under internal administrative investigation shall be informed in writing of the outcome and disposition (a finding of whether the accusations were either unfounded, sustained or not sustained) of the investigation within fourteen (14) calendar days of the completion of the investigation. In cases where the matter proceeds to a pre-disciplinary meeting, such notice will occur following the pre-disciplinary meeting.

If the Lodge agrees to permit/waive the right to representation to another representative chosen by the employee, that representative shall be bound by the process negotiated herein.

If circumstances warrant, the accused employee may be placed on administrative leave with pay where it is necessary to carry out an effective investigation. If, during the course of investigation, the College has cause to believe the employee has engaged in an egregious offenses (i.e., theft, workplace violence, harassment) that could result in a suspension or termination, a maximum of five (5) days may be designated as administrative leave without pay. Prior to placing/designating the employee on administrative leave without pay, the employee shall be entitled to a meeting with the Chief of Police/Designee.

The employee is entitled to notice of the meeting, a copy of all evidence in the possession of the College at that time, unless prohibited by law, and a reasonable opportunity to be heard, prior to being placed on administrative leave without pay. The employee shall also be afforded the right to have a Lodge Representative present at the hearing. On the day the employee receives notice of administrative leave, they will be paid for their entire shift that particular day. The employee may choose to utilize accrued leave, other than sick leave, during the period of administrative leave without

pay. The Lodge representative will also be notified of the egregious nature of the offense. If the College is unable to complete the investigation in five (5) days, then the employee may be returned to paid administrative leave. If the employee does not receive a disciplinary suspension or receives a suspension that is less than the time of the administrative leave without pay, then the time served without pay during the investigation will be given back to the accused employee.

## 2. Pre-Disciplinary Meeting

If the proposed disciplinary action involves a higher level of discipline than a written reprimand, the employee is accorded a pre-disciplinary meeting ("Loudermill" meeting) prior to the decision to remove or suspend. The purpose of the meeting is to allow the accused employee the ability to tell his/her side of the story as to why he/she should not be removed. The employee will be given at least three (3) business days' notice before the meeting. In attendance at the meeting will be the recommending supervisor if necessary, the employee, and a representative from Human Resources. The employee may have a designated Lodge representative and/or attorney if he/she requests or signs a waiver indicating the waiver of his/her right to Lodge representation.

Prior to the Loudermill meeting, the employee will be given a notice of the meeting along with the actual charges, a copy of all evidence in our possession at the time (including but not limited to: summaries; reports; witness statements; audio and video recordings by mutual agreement; and summaries made in lieu of witness statements, lists of all persons interviewed, lists of any evidence gathered) and a list of witnesses that the College will use to support the allegations. There shall be no witnesses or testimony at the pre-disciplinary Loudermill meeting. The employee may ask questions to clarify the issues and charges. However, while there will be no formal cross-examination of the employee or the supervisor, the Human Resources Representative and the Lodge representative and/or attorney may ask questions of all parties involved. Notwithstanding the foregoing, it is recognized that the employee is not required to answer any questions and may waive attendance at the meeting. Failure to attend the meeting will constitute a waiver of the employee's rights to present an explanation of their actions and as a result, may lead to a decision being made without the employee's explanation.

At the conclusion of the meeting, the Human Resources Representative shall write a summary of the meeting and determine if there was a violation of the work rules, policies or procedures. That report shall be sent to the Vice President and General Counsel within five (5) business days of the conclusion of the meeting. The supervisor, Vice President for that area, and the Vice President General Counsel/Designee shall meet and make a recommendation to the President.

The employee will be notified of the President's decision in writing.

## **ARTICLE 35 – PERFORMANCE APPRAISAL**

### **Section 1. Purpose of Review**

The purpose of employee performance appraisal is to provide an effective communication device to evaluate job performance, set performance goals, promote Human Capacity Development, document performance that needs improvement.

### **Section 2. Appraisal Process**

The employee's supervisor will formally document employee performance with input from the employee. Employee performance appraisal forms will be filled out and reviewed with the employee with a formalized plan of professional development. The performance appraisal form will be filed with the Executive Director of Human Resources/Designee with a copy to the employee. The employee shall sign the form, which only signifies that he/she received the form. A signature in no way acknowledges that the employee necessarily agrees with the evaluation. If the employee disagrees with any part of the evaluation, the employee may place a written rebuttal in his/her personnel file that will be attached to the evaluation.

### **Section 3. Evaluation Period**

Because the main purpose of employee performance appraisal is to improve performance and maintain high levels of results achieved, it is important that employee performance appraisals be conducted on a regular basis. Therefore, each employee's performance and professional development plan will be evaluated in writing by December 31<sup>st</sup> of each year.

Performance evaluations are normally done annually. However, a supervisor may choose to do a special evaluation based on a need to correct certain salient deficiencies.

### **Section 4. Probationary Period**

In an effort to assist probationary employees in becoming proficient in their jobs as quickly as possible, the performance of all new employees will be reviewed by their supervisors at the end of the field training program and near the end of their initial probationary period. In the event the supervisor, Chief of Police/Designee, or College believe that the probationary employee is not meeting the minimum acceptable performance standards, the probationary period may be extended by the College as prescribed in Article 10 - Probationary Period.

## **ARTICLE 36 – PERSONNEL FILES**

### **Section 1. Access to Personnel Files**

Each employee shall have the right to inspect and copy the contents of his or her personnel file upon request. Employees shall make an appointment during normal business hours, Monday through Friday, excluding holidays. Any person inspecting an employee's file shall sign indicating he or she has reviewed the file.

The employee's personnel file shall not be made available to any person or organization other than the College without their express written authorization unless pursuant to court order, subpoena or request made pursuant to the Ohio Public Records Act. All employee files shall be reviewed in the presence of a designated representative in the Human Resource Department personnel.

No material from an employee's personnel file will be disclosed which is legally exempted as provided by the Ohio Public Records Act. The College will notify the employee, in writing, before disclosures to any person or organization, other than the College, of any documents from the employee's file.

## Section 2. Official Personnel File

There shall be only one official personnel file for each employee. The official file shall be maintained by the Human Resource Department. No separate personnel file will be maintained by the Police Department or supervision within that Department; however, an employee development file may be maintained. A copy of all documents relating to conduct, discipline or job performance shall be given to the employee at the time of its placement in the official file.

If an employee requests, copies of commendations, letters of appreciation, and like matters concerning an individual employee will be placed in the employee's personnel file and shall be maintained until the time the file is disposed after separation from employment.

## Section 3. Review of Documents

An employee who wishes to dispute the accuracy, relevance, timeliness or completeness of materials contained in his or her personnel file shall have the right to submit a memorandum to the Human Resource Department requesting that the documents in question be reviewed. The employee shall have a right to submit a written statement noting his or her objections to the material in question to be placed in the file.

If the Executive Director of Human Resources/Designee, concurs with the employee's contention, he shall either remove the inaccurate document or attach the employee's memorandum to the document in the file and note thereon his concurrence with the memorandum's content.

## Section 4. Disciplinary Record Removal and Limited Access File

Records of oral and written warnings will not be utilized by the College if twelve (12) months have passed since the date of the incident from which such reprimand was issued, provided that no further disciplinary actions occur during the twelve (12) month period. Records of suspensions and demotions will not be utilized by the College if twenty-four (24) months have passed since the date of the incident from which such

suspension or demotion was given, provided that no further disciplinary action occurs during the twenty-four (24) month period. However, where the disciplinary action flows from a pattern of conduct or where the date of the incident is not readily ascertainable or in dispute, the respective twelve (12) or twenty-four (24) month period shall run from the date the bargaining unit member was provided notice that the matter was under investigation or review.

These records of disciplinary actions and all documents related thereto shall be removed from the employee's personnel file and maintained in a "limited access" file utilized only for administrative purposes such as response and defense to actions filed in any court or administrative agency by the employee or by a third party, but in any case shall not be utilized in relation to any decision regarding disciplines. The "limited access" file may only be reviewed in accordance with the Ohio Public Records Law and shall be disposed in compliance with the College Record Retention Schedule.

There will be no more than one "limited access" file and it shall be maintained in the Human Resource Department.

## **ARTICLE 37 – DRUG FREE WORKPLACE**

### **Section 1. Statement of Purpose**

The College and the Lodge desire a workplace that is free from the adverse effects of alcohol and other drugs. Both parties acknowledge that substance abuse is a serious, yet treatable condition/disease that affects the productive lives of employees. Substance abuse may lead to safety and health risks in the workplace for the abusers, their co-workers, and the public-at-large. The College and the Lodge pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

The Lodge also recognizes the College's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. The College recognizes employee's rights to privacy and other constitutionally guaranteed rights. The parties agree that the emphasis of any drug-free workplace program shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

The College will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the College's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. Supervisors shall be provided training about the Drug-Free Workplace Policy and the alcohol and drug testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate



constitutional parameters. The confidential nature of the medical records of employees with substance abuse problems and records relating to drug tests and their results shall be maintained.

## Section 2. Drug-Testing Conditions

### A. Reasonable Suspicion

Employees covered by this Agreement may be required to submit to a test as hereafter specified where there is reasonable suspicion by a supervisor to believe that the employee, when appearing for duty or on the job, is under the influence of, or their job performance is impaired, by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Such suspicion must be confirmed by a second supervisor or other person representing management where possible.

Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in personal injury requiring immediate hospitalization of any person or property damage in excess of one thousand (\$1000), where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing. Such written documentation must be presented to the employee by the supervisor, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee. The written notice shall set forth the facts that form the basis of the order to test and shall be given to the employee prior to the test.

### B. Random Testing

The College may randomly test employees of the bargaining unit who have tested positive under reasonable suspicion, no more than five (5) times over a period not to exceed one (1) year from the date of the positive result. The College has the right to establish a random drug testing program, subject to negotiation with the Lodge on the procedures to be used and the effects of the implementation of the random drug testing program.

### C. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations under the procedures set forth in Section 3 of this Article.

### Section 3. Testing Procedures and Guarantees

The College will provide transportation to the licensed medical facility to obtain bodily fluid or material samples. In conducting the testing authorized by this Agreement, the College shall:

- a. Use only a clinical laboratory, hospital facility or other facility, which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and qualified laboratories will conduct the required testing of samples.
- b. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- c. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- d. Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration.
- e. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- f. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory, hospital facility, or other certified facility, of the employee's choosing, at the employee's own expense provided the employee notifies the College within seventy-two (72) hours of receiving the results of the test.
- g. Require that the laboratory, hospital facility, or other certified facility, report to the College that a blood or urine sample is positive only if both initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the College inconsistent with the understanding expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the College will not use such information in any manner or form adverse to the employee's interests.

- h. Require that with regard to alcohol testing, of the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of four hundredths (.04%) or more based upon the gram of alcohol per one hundred (100) millimeters of blood shall be considered positive. A test result that indicates a four hundredths (.04%) blood alcohol level or more based upon the gram of alcohol per one hundred (100) millimeters will be considered a positive test. No consequences will attach to any result below a four hundredths (.04%) level.
- i. Provide each employee tested with a copy of all information and reports received by the College in connection with the testing and results.
- j. Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief of duty while the test results are pending.
- k. Subject to the reasonable requirements of the laboratory, the Lodge shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug-testing program, with the exception of the individual test results. The Lodge may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

#### Section 4. Due Process

Employees tested under the terms of this Article shall have the right to file a grievance concerning any testing, the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of the Article. Such grievances shall be commenced at Step 2 of the grievance procedure. If disciplinary action is taken against an employee based in part upon the results of a test, the employee shall have the right to file a grievance concerning any portion of the test as previously stated. A pre-disciplinary grievance filed by an employee on the testing procedure will be combined as one grievance with any grievance filed on the related disciplinary action taken against the employee.

#### Section 5. General Provisions Applicable To All Testing

Any employee who is tested shall be either returned to work or placed on leave with pay for all their scheduled hours from the time of the test to the deliverance of results. Results will be simultaneously sent to the employee and the College. If the employee is sent home after notice is received by the College that they tested positive, the College shall place the employee on administrative leave with no pay pending notice of the pre-disciplinary meeting. All sample collection shall be conducted off-site by professional non-College personnel subject to the requirements of the testing lab and procedures in

Section 3 of this Article unless the College and Lodge, on a facility-by-facility basis mutually agree to an alternative sample process. Travel time and testing time are to be considered "time worked" for compensation purposes.

#### Section 6. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify their supervisor within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute. An employee's failure to report a conviction may subject that employee to disciplinary action, up to and including termination.

#### Section 7. Treatment and Disciplinary Action

On the first occasion in which an employee is determined to be under the influence of or using alcohol or other drugs while on duty and confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Employee Assistance Program. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program.

The College shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling, or other support for alcohol or drug related problems. However, the disclosure of the desire or intent to seek such treatment after an incident that could reasonably lead to testing, discipline and/or discharge shall not be considered voluntary. Further, the College may require random drug testing as provided herein and may reassign the employee with pay if they are unfit for duty in their current assignment.

An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, and other provisions of this Agreement. Continued unacceptable job performance, attendance, and/or behavioral problems may result in disciplinary action, up to and including termination.

Employees on their initial probationary period who test positive for drugs or alcohol from a reasonable suspicion test shall not be eligible for a last chance or Employee Assistance Program Agreement. The probationary employees may be terminated on the first occasion in which they test positive for alcohol or other drugs.

## ARTICLE 38 – LAYOFF AND RECALL

### Rationale

A reduction in the workforce may be necessitated by a variety of reasons including, but not limited to, the following rationale:

1. Decline in student enrollment;
2. Decline in state subsidy;
3. Lack of funds or financial emergency;
4. Reorganization of part or all of a department(s) for programmatic or operational reasons;
5. Reorganization of part or all of a department(s) for economy and/or efficiency.

### Definitions

- A. **Abolishment of a position** – is the deletion of a position from the College for lack of need based on the specific rationale listed, for a minimum of one year.
- B. **Break in Service** – See definition in Article 39.
- C. **Bumping** – movement of a laid off employee to a lower position.
- D. **Seniority** – See definition in Article 39.

### Section 1. Notification of Layoff

In the event of a layoff, the College shall notify the Lodge and affected employees at least forty five (45) calendar days in advance of the effective date of the layoff or job abolishment. The parties agree to meet to discuss layoffs. Either the Lodge or the College may request a meeting to discuss layoffs.

### Section 2. Layoff and Period of Recall

The College shall make the sole determination in which classifications layoffs will occur. Employees shall be laid off within each classification in the inverse order of bargaining unit seniority beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Employees of the Police Department formerly in classifications in the bargaining unit may displace into positions in the unit according to their time in service in positions in the unit if there is a vacancy in the classification. Employees in a classification in which there are layoffs may bump back into a classification in which they were formerly employed based upon their seniority in the classification to which they will be bumping. Laid off employees shall have the right to recall to a position in their former classification for a period of up to twelve (12) months from date of layoff.

### Section 3. Recall Notification

The College shall provide written notice of recall to the affected employees via certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the College informed of his/her current residence or mailing address. Laid off employees shall notify the College of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

### Section 4. Time Limits for Recall and Return From Layoff

The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the College must report to work within fourteen (14) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Chief of Police/designee. Employees who fail to report for work as specified above shall forfeit their recall rights and drop off the list, and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

### Section 5. Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

### Section 6. Appeal

Appeals of the layoff procedure/process or displacement only shall be through the grievance and arbitration procedure of this Agreement beginning at Step three. These grievances must be filed within seven (7) days of notice of the layoff.

## **ARTICLE 39 – SENIORITY**

### Section 1. Definition

For purposes of the Agreement, "Seniority" shall be defined as total continuous service as a full-time Police Department employee in the bargaining unit. Seniority shall commence on the date an individual becomes employed in the bargaining unit.

Seniority within the classification of Sergeant for employees hired or promoted into the classification of Sergeant on or after July 1, 2018 shall begin on their date of appointment.

## Section 2. Break In Service

Continuous service shall be interrupted only when a “break in service” occurs. A “break in service” only occurs in the following instances:

- A. Separation from the Police Department, except where an employee is rehired, reinstated or returned within thirty (30) days of separation or retirement;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Failure to respond to a notification of recall; or
- E. Service time with the College in a position outside of the bargaining unit, whether or not as an employee of the Police Department.

If more than one (1) individual is hired on the same day, seniority will be determined by the lowest of the last four (4) numbers of the social security number.

A member who has a “break in service” and who is subsequently rehired to the Police Department within thirty (30) days, shall not receive continuous service credit for the time spent during the “break in service”; however, the member shall receive continuous service credit except for the period in time in which the “break in service” occurred.

If an employee is gone for more than thirty (30) days on an approved unpaid leave of absence, the time spent on the unpaid leave will not count as seniority.

## **ARTICLE 40 – WAGES AND TEMPORARY WORK ASSIGNMENTS**

### Section 1. Pay Rates

#### A. Base Salary Market Adjustment

- The College and Lodge have a mutual interest in recruiting and retaining quality personnel. Further for its part, the College recognizes that its salaries are below those prevailing in the market. For its part, the Lodge recognizes that the College is seeking to be good stewards of public monies during a time of extraordinary economic and budgetary challenges. With this in mind, salaries will be increased through a base salary market adjustment, as set forth below. These shall be in lieu of any other wage increases awarded that fiscal year, except as otherwise provided in Sections B and C below.

### 1) Sergeants

- Effective July 1, 2018, each Sergeant will receive a \$10,490.00 increase through a base salary market adjustment. The starting salary for a Sergeant shall be \$67,089.00.
- Effective July 1, 2019, each Sergeant will receive a \$10,000.00 base salary increase or a base salary market adjustment that will not exceed \$86,967.00. The starting salary for a Sergeant shall be \$77,089.00.
- Effective July 1, 2020, each Sergeant will receive a base salary market adjustment to \$86,967.00. The starting salary for a Sergeant shall be \$86,967.00.

### 2) Police Officer

- Effective July 1, 2018, each Police Officer will receive a base salary market adjustment to \$54,000.00. The starting salary for a Police Officer shall be \$54,000.00. Any further salary increases or market adjustments will be based on merit as set forth in Sections B and C below.

### 3) Communications Technician I

- Effective July 1, 2018, each Communications Technician I will receive a base salary market adjustment to \$43,860.00. The starting salary for a Communications Technician I shall be \$43,860.00. Any further market adjustments or salary increases will be based on merit as set forth in Sections B and C below.

### 4) Communications Technician II

- Effective July 1, 2018, each Communications Technician II will receive a base salary market adjustment to \$46,053.00. The starting salary for a Communications Technician II shall be \$46,053.00. Any further market adjustments or salary increases will be based on merit as set forth in Sections B and C below.

### 5) Security Specialists

- Effective July 1, 2018, each Security Specialist will receive a base salary market adjustment to \$29,865.00. The starting salary for a Security Specialist shall be \$29,865.00. Any further market adjustments or salary increases will be based on merit as set forth in Sections B and C below.



## B. Merit-Based Market Adjustments

- The following merit-based market adjustments will be implemented in the Police Officer, Communications Technician I, Communications Technician II, and Security Specialist classifications based on the criteria set forth below:
  - Effective July 1, 2019, or the pay period after eligibility is achieved, employees with one (1) year of full-time service and at least one hundred (100) achievement points shall receive either the following merit based market adjustment or pay parity as provided in section C, whichever is greater:
    - Police Officers will receive a ten (10) percent salary increase, up to a maximum annual base salary of \$59,400.00.
    - Communications Technician I will receive a seven (7) percent salary increase, up to a maximum annual base salary of \$46,930.00.
    - Communications Technician II will receive a seven (7) percent salary increase, up to a maximum annual base salary of \$49,277.00.
    - Security Specialists will receive a five (5) percent salary increase, up to a maximum annual base salary of \$31,359.00.
  - During the final year of this Agreement, 7/1/2020 – 6/30/2021, employees who have attained (3) years of full-time service and at least three hundred (300) achievement points by June 30, 2021, shall have earned either the following merit-based market adjustments or pay parity provided in section C, whichever is greater:
    - Police Officers will receive a ten (10) percent salary increase, up to a maximum annual base salary of \$65,340.00.
    - Communications Technician I will receive a seven (7) percent increase, up to a maximum annual base salary of \$50,215.00.
    - Communications Technician II will receive a seven (7) percent salary increase, up to a maximum annual base salary of \$52,727.00.
    - Security Specialists will receive a five (5) percent salary increase, up to a maximum base salary increase of \$32,927.00.

### C. Pay Parity

- Parity Compensation:

If the Board of Trustees approve an across-the-board lump sum payment or base salary increase for another bargaining unit or broad class of non-bargaining unit staff, the bargaining unit members are eligible for parity compensation as outlined below:

- Effective July 1, 2018, any employee who does not receive a base salary market adjustment is eligible for parity compensation under this Section.
- Effective July 1, 2019, an employee within the Police Officer, Communications Technician, and Security Specialist classification who is either above the maximum salary level or has insufficient years of service to be eligible for a merit-based market adjustment, but has attained 100 achievement points, shall receive any parity compensation under this Section. Sergeants do not qualify for this parity compensation.
- Employees within the Police Officer, Communications Technician, and Security Specialist classifications who as of June 30, 2021, are either above the maximum salary level or have insufficient years of service for a level II merit-based market adjustment, but have attained 300 achievement points, are eligible for parity compensation under this Section (July 1, 2020–June 30, 2021) payable in accordance with the Article 40 MOU attached to this Agreement. Sergeants do not qualify for this parity compensation.
- Notwithstanding anything else in this Article, there shall be no parity increases during the third year of this Agreement (July 1, 2020–June 29, 2021).

This provision doesn't apply to market salary adjustments, job reclassifications, departmental reorganizations, adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the College, or increases provided by individual contracts for grants. This provision doesn't apply to individual merit increases or bonuses.

- D. Achievement points, pay parity and merit based market adjustments shall be made in accordance with this Article and Department Procedure 22.1.1 dated July 1, 2018 or mutually agreeable successor policy. Denials of achievement points, pay parity or merit based market adjustments shall be subject to the grievance and arbitration procedures of Article 33 of the collective bargaining agreement.

## Section 2. Field Training Officer Pay

If the Chief of Police/Designee designates an employee as a Field Training Officer (FTO), that trainer will receive an additional one (1) hour of over-time for each eight (8) hour shift during which the employee serves as FTO. To be eligible to be a Field Training Officer the employee must:

- Complete and pass an approved Field Training Officer course; and
- Must be designated as an FTO by the Chief of Police/Designee, at CSCC

## Section 3. Temporary Work Assignment

If an employee performs the essential functions of a position of a higher rank or classification with the express or implied consent of the College, the employee shall be paid at the wage rate of the applicable rank or classification for each hour the employee performs such functions.

## Section 4. Shift Differential

For employees who are scheduled to work hours outside 7am to 3pm, they will have their base pay increased by an amount of seventy-five (.75) cents per hour.

# **ARTICLE 41 – BENEFIT PLANS**

Columbus State Community College shall make available to bargaining unit employees group medical, dental and vision coverage for each employee, as well as group life and long-term disability insurances. The level of benefits provided to employees shall remain substantially similar to the level of benefits in effect under the prior contract.

It is further agreed and understood that the College will permit two (2) members, to serve on a College Healthcare Committee to review and advise the College as to its choice in Health Care Plans.

## Section 1. Health Plans

### A. Medical

Except as provided below, the College shall pay eighty percent (80%) of the medical premiums for the Core Plan. The employee shall pay twenty percent (20%) of the medical premiums for the Core Plan.

## 1. Healthcare Engagement

The College and the union have a joint interest in maintaining a healthy workforce. In order for an employee to maintain paying twenty percent (20%) of his or her medical premiums they must annually participate in and document a sufficient number of healthy activities to achieve eight (8) coins under the College's Health Rewards Program. These activities are listed in the plan documents.

If the employee fails to participate in and document sufficient activities they will pay thirty percent (30%) of the medical premiums for the next calendar year and every year thereafter until they documents participation the following year.

The employee, spouse, or domestic partner (for those employees who participate in family coverage) must both annually participate in and document these same activities by the end of each fiscal year in order for the employee to maintain paying twenty percent (20%) of the medical premiums.

If the employee, spouse, or domestic partner fails to participate in and document sufficient activities by June 30th each year, they will pay thirty percent (30%) of the medical premium the next calendar year and every year thereafter until they document participation the following year.

## Section 2. Dental

The College offers dental coverage through a carrier selected based upon cost and services provided. Employees may elect coverage for themselves, their families, or domestic partner. The College pays for eighty percent (80%) of the premium and the employee pays twenty percent (20%). Employees are eligible upon date of hire.

## Section 3. Vision

The College offers vision coverage through a carrier selected based upon cost and services provided. Employees may elect coverage for themselves, their families, or domestic partner. The College pays for fifty percent (50%) of the premium and the employee pays fifty percent (50%). Employees are eligible upon date of hire.

## Section 4. Life Insurance

The College provides group life insurance to employees equal to two times their annual salary rounded to the nearest thousand dollars.

## Section 5. Long-Term Disability Insurance

The College provides long-term disability coverage for all full-time employees. Benefits begin ninety (90) days after the last day worked due to the onset of the disability. The

plan currently pays sixty percent (60%) of the employee's salary. The insurance carrier makes the sole determination as to the maximum benefit and if an employee qualifies with a disability.

For the purposes of this Article, the term "domestic partner" shall have the same meaning as defined in the College Policy addressing such benefits.

## **ARTICLE 42 – VACANCIES & PROMOTIONS**

### **Section 1. Definitions**

Promotion is the movement of bargaining unit employee to a posted vacancy in a classification with a higher pay grade. A higher pay grade is defined as a pay grade which is higher than the employee's current classification. To be considered for a position, applicants must meet all of the minimum qualifications for the position, based on experience, performance, knowledge, skills, ability and education.

Vacancy is the opening of a full-time position for which the College intends to fill.

#### **Police Department Classifications**

Security Specialist  
Police Officer  
Sergeant  
Communication Technician I  
Communication Technician II

### **Section 2. Posting**

All vacancies within the bargaining unit that the College intends to fill will be posted in a conspicuous manner within the Police Department. Vacancy notices will list the deadline for application, pay range, classification and shift where applicable, duties of the position, and the minimum qualifications as specified in the position description. The posting will be posted for at least seven (7) calendar days. The mere posting of a position, does not constitute that the College has to fill the position.

### **Section 3. Applications**

Interested current employees will complete an application form online which will be submitted to Human Resources electronically along with a current resume for consideration. Human Resources will review the applications/bids for minimum qualifications and forward the qualified candidates for the written examination. Once candidates are selected for the written examination, they will be contacted by the Testing Center to schedule a testing date. Applications must be received by the

deadline on the posting. Study materials that may be tested will be provided to the member at least thirty (30) days in advance at no cost to the member.

#### Section 4. Selection Criteria for Promotions

For the hiring of bargaining unit promotional vacancies, first interviews will be conducted by a panel appointed by the supervisor of three (3) members consisting of a: Supervisor, a Police Department employee appointed by the Supervisor, and a bargaining unit member selected by the Lodge. The interview panel shall select from all qualified applications up to three (3) candidates to move forward for second interviews with the Chief of Police. The criteria for qualified candidates are experience, performance, knowledge, skills, ability and education.

Once candidates are interviewed, the Chief of Police will make a selection for the position based on experience, performance, knowledge, skills, ability and education, in the opinion of the Chief of Police, the position would then be awarded to the most qualified candidate. If there are two or more candidates that are equally qualified, then the hiring manager will then consider seniority as the tie-breaker.

#### Section 5. Promotional Probationary Periods

Promotional employees shall serve a one (1) year probationary period. If at the end of the probationary period the promoted employee does not perform to the satisfaction of the performance appraisal and/or supervisor, they may return to the previous position and to the same pay as they were before. During the probationary period, the employee may be evaluated at least twice (2) within the probationary period. The probationary period may be extended by the College, provided the College indicates to the employee and the Lodge the reasons for the extension and provided the employee and the Lodge agrees to the extension.

#### Section 6. Specialty Assignments

Whenever the College intends to create a specialty assignment within the Police Department, such as, but not limited to investigations, community outreach, property room control and diversity awareness, a written announcement soliciting interested applicants will be posted. The Chief of Police may assign duties based on education, knowledge, skills, and abilities. The progress of the specialty assignments will be monitored throughout the duration of the assignment.

The annual renewal of the specialty assignments are subject to the discretion of the Chief of Police.

## **ARTICLE 43 – SECTION 125 PLAN**

The College offers a Section 125 Plan that allows employees to have health care, dental, and vision expenses to be deducted on a pre-tax basis. Employees may select this option for both themselves and their family.

## **ARTICLE 44 – 403 (B) ACCOUNTS**

The College will make available for employees the ability to contribute to qualified 403 (B) plans. The employee's contribution shall be pre-tax. The College may approve the adding of new qualified providers. Each provider will maintain a plan document with the College.

## **ARTICLE 45 – GRAMMAR**

Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. It is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 46 – SAVINGS CLAUSE**

Should any specific provision of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect. If any of this Agreement is invalidated by a court of competent jurisdiction, and upon written request by either party, the College and the Lodge shall meet within thirty days at a mutually convenient time in an attempt to modify the invalidated provision by good faith negotiations.

## **ARTICLE 47 – TOTALITY OF AGREEMENT**

### **Section 1. Purpose**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter, whether or not the matter is specifically referred to or covered in this Agreement, even though the

matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### Section 2. Term Modifications

No agreement or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties unless executed in writing by the parties.

#### Section 3. Non-Exercise of Rights

The non-exercise of rights held by the College or by the Lodge shall not be deemed to waive any such rights or the right to exercise them in some way in the future.

#### Section 4. General Application

The parties recognize that practices and policies of general application have developed at the College over a period of years and are set forth in writing in policies and procedures of the College. Accordingly, it is agreed that these policies and procedures that are applicable to bargaining unit members and that are not in direct and obvious conflict with the provisions of this Agreement may be continued during the life of this Agreement or amended or discontinued at the discretion of the College.

Past practices existing before the effective date of this Agreement shall have no binding effect upon the parties. To the extent practicable, the College will provide advance notice to the Lodge of its intent to alter or discontinue a known department-wide past practice of significance. Practices established after the effective date of this Agreement shall be subject to the grievance procedure.

### **ARTICLE 48 – COPIES OF AGREEMENT**

Printing costs associated with the reproduction of the Agreement shall be shared equally by the college and the Lodge according to the number of copies ordered by each party.

The printing shall be done by the Lodge.

### **ARTICLE 49 – MISCELLANEOUS**

Section 1. When a member retires from the College into a public retirement system, the member shall be permitted to purchase his/her College-issued badge, name bar, and any awarded ribbons for one dollar (\$1.00). The College shall provide the surviving spouse of a member who dies while employed, or an immediate family member designated by the member who dies while employed, the member's College issued badge, name bar and any awarded ribbons as a memorial to the deceased member.



## **ARTICLE 50 – DURATION**

This Agreement shall be effective the next business day following ratification by the Lodge. Its duration shall be from July 1, 2018 until midnight June 30, 2021. If prior to the termination date of this Agreement either party wishes to negotiate revisions to this Agreement, such party must serve upon the other party written notice of such intent at least sixty (60) days prior to the termination date of this Agreement.

## **LETTER OF AGREEMENT 1**

The College will continue to offer to bargaining unit members any alternative health care insurance as is generally applicable College-wide under the terms and conditions set by College policy.

In addition, the College shall continue to offer bargaining unit members the option to purchase additional supplemental life and accidental death and dismemberment coverage for themselves and/or their families in accordance with College policy.

## MEMORANDUM OF UNDERSTANDING

### Article 40

This Memorandum of Understanding is entered into between Columbus State Community College (the “College”) and the Fraternal Order of Police Capital City Lodge #9 and Ohio Labor Council, Inc. (the “FOP/OLC”) ( Collectively “the Parties”).

**Whereas**, the Parties have in their 2018-2021 CBA provided for merit-based parity increases or market adjustments, which provides for any wage increases earned during the final year of the contract (July 1, 2020–June 30, 2021) to be paid or made effective in July of 2021.

**Whereas**, the Parties desire to identify the date on which merit-based market adjustments become effective and parity increases earned as of June 30, 2021 in a manner that aligns with the College’s fiscal years.

**Whereas**, the pay parity period referenced by the Parties refers to any payments made by the College between July 1, 2020 and June 30, 2021 that triggers Article 40’s parity provision.

**NOW, THEREFORE**, the Parties agree as follows:

1. Employees who are eligible for Merit Level II merit-based market adjustments as of June 30, 2021, shall have their base salary adjusted, effective July 1, 2021.
2. Employees who are eligible for merit-based parity increase as of June 30, 2021, shall be paid as follows:
  - a. If the pay parity obligation is triggered by a lump-sum payment, the eligible member shall receive the lump-sum parity payment in his or her check covering the July 1 to July 15, 2021 pay period.
  - b. If the pay parity obligation is triggered by a percentage base salary increase, the eligible member’s base salary shall be adjusted, effective July 1, 2021.
  - c. If the parity obligation is triggered by a combination of a and b above, each type of payment shall be effective/payable as set forth above for such type of payment.

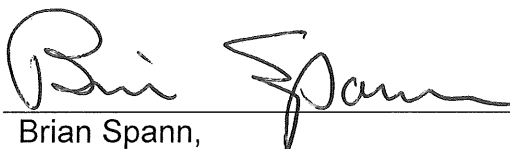
The parties here caused this Agreement to be executed this 30<sup>th</sup> day of August, 2018.

On behalf of  
Columbus State Community College



David Harrison,  
President

On behalf of the  
Fraternal Order of Police  
Capital City Lodge #9 and  
FOP, Ohio Labor Council



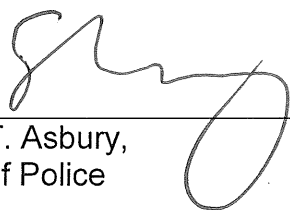
Brian Spann,  
FOP Representative



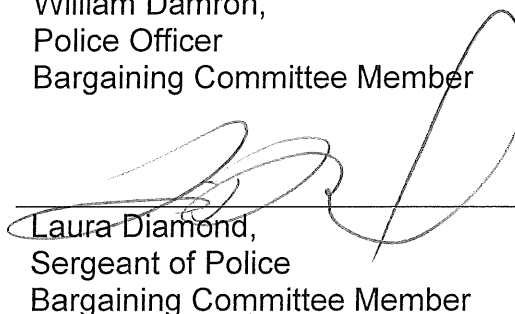
Kimberly Hall,  
Senior Vice President of General  
Counsel and Administration



William Damron,  
Police Officer  
Bargaining Committee Member



Sean T. Asbury,  
Chief of Police



Laura Diamond,  
Sergeant of Police  
Bargaining Committee Member



Steven Schemine,  
Deputy Chief of Police



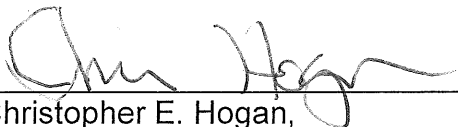
Sarah Anderson,  
Communication Technician I  
Bargaining Committee Member



Julie Klinger,  
Human Resources



Stephanie Murphy,  
Security Specialist  
Bargaining Committee Member



Christopher E. Hogan,  
Chief Spokesperson