

AGREEMENT BETWEEN  
OBERLIN COLLEGE  
AND  
OBERLIN COLLEGE SECURITY ASSOCIATION

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July 1, 2020

Through

June 30, 2023

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## Article I – Recognition

- 1.01 The College hereby recognizes the Oberlin College Security Association (OCSA) as the sole and exclusive collective bargaining representative for all full-time and regular part-time: 1) campus safety officers, 2) museum security officers, and 3) communication officers of the College. The term “Safety employees” is defined to mean all full-time and regular part-time campus safety officers, museum security officers, and communication officers of the College who are in the regular employ of the College, excepting supervisors, administrative and professional staff, students, faculty members, administrative assistants, service employees, probationary employees, confidential employees and temporary and/or extra help.
- 1.02 The terms of this contract are applicable only to safety employees so defined.
- 1.02(a) Employees who have completed 1040 hours worked or one (1) year of employment whichever occurs first, shall be considered to be probationary employees and the decision to continue their employment during the probationary period rests solely with the College and is not subject to challenge. Employees hired into or currently working in the Bargaining Unit shall be required as a condition of continued employment to become or remain members of the Union or, in the alternative, to pay a service fee as established by the Union after 30 days of continuous employment.
- 1.02(b) The College agrees that any employee who is a member of the Bargaining Unit or who has elected to pay a service fee in lieu of membership, may, by signing and delivering to the Department of Human Resources a written authorization, cause the College to deduct from his or her pay the amount of his or her Union service fees or service fee or initiation fees and dues as levied and officially designated by the Union. The employer shall remit monthly to the Union all sums deducted in accordance with this Article.
- 1.03 The College agrees to supply the Union with the name, address, salary, job title, and classification, and date of hire of all non-probationary employees covered by this Agreement within thirty (30) days of the date of the execution of this Agreement. That information will be supplied to the Union for new employees covered by this Agreement by copy of the letter of appointment within thirty (30) days of each new employee’s hire date. Thereafter, the Union shall also be notified each month of all appointments, separations, or union status changes, pursuant to the terms of this Agreement. Further, the College shall supply to the Union the name, job title, and the date of hire of all temporaries who perform bargaining unit work.

1.03(a) The OCSA will provide the College with a list of its officers within ten (10) days of an OCSA election and will inform the College in writing of any change(s) in officers within ten (10) days of such changes(s).

1.04 For employees on the active payroll as of the date of ratification, the College recognizes the following employee classifications: 1) Communication Officer; 2) Campus Officer; and 3) Museum Officer. The parties recognize however, that employees may be needed to work in other classifications subject to the provisions of this article.

1.05 During the time from the date of ratification to June 1, 2021 (the training period), all officers hired after January 1, 2001, can be cross-trained to perform in up to two safety roles (Museum, Campus, and Communications). If an incumbent employee does not wish to perform one of the three roles, they may opt out. All incumbent employees at the date of ratification shall be red-circled at their rate of pay. No officer shall suffer reduced hourly pay due to implementation of this article. It is understood, however, that officers shall not be assigned outside their main classification for purposes of filling open positions instead of hiring to fill the opening subject to the terms of this article.

(a) All Campus Safety Officers hired after January 1, 2001, may be assigned to operate in all safety roles for which they are trained and have not opted out of; Museum, Campus, and Communications, subject to the following:

- (1) The officer has received all training required to function in the position assigned.
- (2) The officer is not mandated to work out of their primary classification more often than two (2) times in any rolling 60-day period, except by mutual agreement or in the event of a bona fide emergency such as weather, natural disaster, fire, or epidemic.
- (3) Officers may not be assigned outside their primary classification when the department has positions open for hire more often than three (3) shifts in any pay period except by mutual agreement.
- (4) If an officer is assigned to cover outside their non-primary classification, they shall receive the higher rate of pay, if applicable.

1.06 All officers hired after the date of ratification shall be hired as Campus Safety Officers, but shall be trained and expected to: perform all safety roles at management discretion: Museum, Campus, and Communications and shall be paid at the rate of pay established for CSOs.

(a) The parties agree that no officers, regardless of date of hire, shall be used on a regular or ongoing basis to fill vacant positions that would otherwise be filled with a new hire.

(b) Management shall make every effort to notify officers of their daily assignment within 24 hours of the effective shift, or as soon as practicable.

1.07 The OCSA shall indemnify and hold the College harmless from any and all claims, demands, suits, or any other form 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, or by reliance on any list, notice, authorization, or assignment furnished under this provision.

## **Article II – Management’s Rights**

2.01 All management rights and functions, except those which are clearly and expressly abridged by this agreement shall remain vested exclusively in the College, including the right to manage and direct the workforce; in accordance with its judgment and reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, demote; transfer, lay off for lack of work or other reasons, and recall employees to work; to determine the starting and quitting time and the number of hours and shifts to be worked; to maintain the efficiency of employees as is consistent with their job duties, to close down its operations or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service for lack of work or other reasons, to control and regulate the use of equipment and other property of the College; to determine the assignment of work and the size and composition of the work force; to make or change and enforce reasonable rules established in consultation with the union, policies, and practices not in conflict with the provisions of this Agreement; to introduce new or improved methods, materials, and equipment; to establish, change, combine or abolish job classifications and the job content thereof; to subcontract work as bargained with the union and otherwise generally manage its operations, direct the work force, and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement. The parties acknowledge that they have bargained in good faith over the

decisions of management specified in this Article, but the OCSA specifically reserves the right to bargain over the effects of these decisions.

### **Article III – Representation**

- 3.01 The employees in the Bargaining Unit shall elect officers and stewards who shall represent them in the handling of all grievances (see Article X) and other union matters, with the exception of contract negotiations. For contract negotiations, the bargaining team will consist of up to six (6) people, one of which shall be a representative of the Local.
- 3.02 The Union shall provide the Employer with written notice, on Union stationary, of the Union representatives authorized to act under this Article.
- 3.03 Oberlin College recognizes the responsibilities of OCSA to carry out Union business at the College, which at times must be addressed during the course of the workday. The College will continue to allow those activities to be carried out during the course of the normal workday, as long as doing so does not result in the payment of overtime or unreasonably disrupt normal operations and/or services. The exception to the foregoing will be when meetings are initiated by management.
- 3.04 Meetings between the Employer and OCSA for the purpose of collective bargaining shall be scheduled during the normal working day unless otherwise agreed upon. Such participants shall receive their usual pay for the working time involved. If time outside of the regular workday is incurred, the OCSA member will either be compensated at the employee's regular rate of pay or their time worked will be adjusted so that no overtime is incurred. Committee members who are not regularly scheduled during the normal working day shall have their schedules adjusted to allow them to attend the meeting as a regular workday.
- 3.05 Subject to the staffing needs of the College, Short-Term Union Leave for the OCSA bargaining unit members, up to four (4), shall be granted unpaid union leave of up to five (5) working days per contract year, provided at least ten (10) working days of advance notice is given. Such leave will not be arbitrarily denied.
- 3.06 The College will provide a new computer and printer for use in a space the College will designate as an area for OCSA use. This computer will allow for email and calendar access for College-related business for the OCSA Bargaining Unit. Members of the OCSA Bargaining Unit will be provided with a College email address upon request. The computer and printer will be

maintained by the College in accordance with the College's Center for Information Technology policies and procedures.

## Article IV – Seniority

- 4.01 Seniority shall mean length of service in the employ of the College and shall be computed from the date an employee first began regularly scheduled work for the College as a full-time employee and remains continuously employed thereafter. If an employee is rehired who had previously been discharged for cause or had quit voluntarily, they shall not receive seniority credit for length of service accrued prior to the rehire date. An employee whose continuous service is interrupted by military service, other approved leaves of absence, or layoff due to reduction in force, shall not lose credit for length of service previously accrued, provided they resumes work with the College within three (3) calendar days after the expiration of the leave of absence, or, in the case of an employee who had been laid off, within seven (7) calendar days from the employee's receipt of notice to return to work by the College. For employees hired on the same date, the employee having the lowest number in the last four digits of their social security number shall be deemed to have the greatest seniority.
- 4.01(a) The College recognizes one seniority group: Campus Safety Officer.
- 4.01(b) **Termination of Seniority:** The following acts or conditions shall result in termination of seniority:
- 1) Discharge for just cause;
  - 2) Voluntary resignation of employment;
  - 3) Overstaying of leave of absence without the approval of the College;
  - 4) Absence for three (3) consecutive working days without notice to a supervisor or department head, except when an employee is unable to return to work for reasons acceptable to the College.
  - 5) Continuous leave or layoff for a period greater than two (2) years.
- 4.02 An employee permanently transferred or promoted to a job outside of the bargaining unit covered by this Agreement shall retain their previously accrued seniority while outside the bargaining unit and if such employee returns to the bargaining unit within six (6) months, they shall also receive credit for such time outside of the bargaining unit.
- 4.02(b) An employee permanently transferred or promoted to a different classification inside of the bargaining unit covered by this agreement shall retain their previously accrued seniority from their previous classification.
- 4.03 **Continuation of Seniority During Leaves of Absences:** Seniority credit shall accrue during approved leaves of absence up to twelve (12) months. An

employee whose continuous service is interrupted by an approved leave of absence shall not lose credit for previously accrued seniority, provided that such employee resumes work with the College within the times specified after expiration of the leave of absence. Up to six (6) months of uninterrupted service of thirty (30) hours or more per week as a bargaining unit employee is accorded seniority status. Service shall not be considered interrupted for those months during which employees on less than twelve (12) month appointments are not scheduled to work. In no case shall length of service accrue for an employee whose continuous layoff lasts for a period equal to the employee's accumulated seniority at the time of layoff or two (2) years, whichever is less. Employees on approved leave of absence for disability, sickness, or maternity/paternity shall continue to accrue seniority credit up to two (2) years.

## **Article V – Salaries and Wages**

- 5.01 **Wage Rates and Longevity:** Schedule A attached hereto sets forth the wage rates and longevity for employees for each of the years covered by this Agreement.
  
- 5.02 **Shift Differential:** Employees who are employed regularly on a night shift who are working on a regular schedule substantially outside of the normal daytime hours of operation (i.e. at least two-thirds (2/3) of total scheduled hours occurring after 4:00 p.m. and prior to 8:00 a.m.), or employees working a combination shift schedule shall be paid a shift differential premium of eighty cents (\$.80) per hour for all hours worked.
  
- 5.03 **Training of New Employees:** Training of new Campus Safety employees shall be a shared responsibility between the Supervisors and Field Training Officers ("FTO"). For a Campus Safety Officer to become a Field Training Officer, they must volunteer and will coordinate with Supervisors in conducting training of new employees. It is understood that the Field Training Officer will be permitted to train the new employee for at least but not limited to three days of the new employee's training. In recognition of the additional responsibility for training of new peer co-workers, officers in these positions who are expected to train will receive seventy-five cents (\$.75) per hour extra pay for those shifts which are spent training the new employee(s). Officers receiving this extra pay will be held to established standards for training new employees.
  
- 5.03 (a) Training new employees as Communication Officers and as Museum Safety and Security Officers requires knowledge very specific to the positions. While management personnel have responsibility for general training, these two areas require on-the-job training to be administered by peer co-workers.

Management reserves the right to select Field Training Officers. In recognition of the additional responsibility for training of new peer co-workers, officers in these positions who are expected to train will receive seventy-five cents (\$0.75) per hour extra pay for those shifts which are spent training the new employee(s). Officers receiving this extra pay will be held to established standards for training new employees.

Management reserves the right to determine when the training period begins and ends.

- 5.04 In the absence of a supervisor, including when a supervisor is working “from home” or working “on call”, an employee will become the Officer in Charge (“OIC”) in the respective classifications of either campus officers or museum officer. They shall be paid an additional two dollars (\$2.00) an hour differential for all hours worked in that capacity. The Officer in Charge will be selected via the Officer in Charge Pool. In the instance that there are no Officers that have volunteered for the Officer in Charge Pool or an employee in the Officer in Charge Pool is not on duty when there is a need for an Officer in Charge, management will use their discretion to determine and assign the Officer in Charge for that shift.

The Officer in Charge Pool will be composed of Campus Safety personnel who volunteer and complete an Officer in Charge “Notification of Interest”. Management will select personnel for the Officer in Charge Pool via completed “Notification of Interest” and provide those selected with additional information and training revolving around the additional roles, duties, and decisions normally handled by a supervisor that an Officer in Charge would be expected to take on.

The posting for the Officer in Charge Pool will occur twice yearly, once at the beginning of the fiscal year and once at the midway point of the fiscal year.

No employee that is on probation will be accepted into the Officer in Charge Pool.

## **Article VI – Overtime and Holiday**

- 6.01 **Overtime:** Overtime wages at one and one-half times the employee's regular hourly rate shall be paid for payroll hours paid excluding sick time, except for bona fide emergency (as determined by the College, e.g., car wreck), in excess of forty (40) hours per week. Holiday or vacation paid in lieu of normally scheduled hours of work shall be included in total payroll hours in computing overtime compensation. Overtime for special events will be offered by seniority.

If an employee is required to quarantine, due to Covid-19 exposure, by a County Board of Health regulations where they reside, Lorain County Board of Health, or Oberlin College, they shall not be subject to the above restrictions of overtime payment.

- 6.02 **Paid Holidays:** The following holidays shall be regarded as paid holidays for classified employees: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and three (3) days during the winter shutdown as determined by mutual agreement between the President of the OCSA and the Department of Human Resources of the College. When a holiday falls on a Saturday, it will be observed on the preceding Friday; when a Holiday falls on a Sunday, it will be observed on the following Monday, except in the case of Christmas and New Year's Day, which will be observed on December 25 and January 1 respectively. One additional paid holiday per year may be used as a floating holiday to be taken at a time that is convenient to both the employee and their department head.
- 6.02 (a) Classified employees shall receive holiday pay for such holidays as described above equivalent to the hours in which they are normally scheduled to work.
- 6.02 (b) Such holiday pay shall be paid regardless of the day of the week on which the holiday falls. If a paid holiday falls during a period in which an employee is on vacation or on sick leave, he or she shall receive holiday pay for such holiday in lieu of vacation pay or sick leave pay for that day. In addition to any holiday pay to which they are entitled, classified employees who are required to work on any of the designated paid holidays or on Easter Sunday shall be compensated for the time actually spent on duty at one and one-half (1.5) times their regular hourly rate.
- 6.02 (c) The College hereby agrees that if an employee is scheduled off on a designated holiday, the employee will be permitted to take a day off at a mutually agreeable date.
- 6.02(d) Classified employees shall receive holiday pay for such full holidays as described above. To be eligible for holiday pay, employees must work the last scheduled day prior to the holiday and the first scheduled day after the holiday, unless they are sick on one or both of those days and submit the appropriate medical documentation upon his or her return.

6.03 **Winter Shutdown:**

6.03(a) College may schedule a winter shutdown between December 24 and January 1, inclusive.

6.03 (b) Those employees not scheduled to work may elect to use their vacation, floating holiday, allotted winter shutdown days as provided in Section 9.02(d), or allotted personal days as provided in Section 9.02 (c) for those days not covered by this period by section 6.02.

Employees must notify their department head of their election; otherwise they shall receive no pay for such days.

6.03 (c) Any employee who is requested to work on a non-designated holiday during the winter shutdown shall be paid at their regular rate of pay. Any employee who is requested to work on a designated holiday as defined in Section 6.02 shall be paid in accordance with the provisions of Section 6.02 (a) and (b).

6.04 The Payroll Office shall provide a time accounting system that indicates actual hours worked, overtime, and premium pay.

6.05 In lieu of paid overtime an employee may elect to take compensatory time. This time may be taken with prior approval from the Director of Campus Safety. Compensatory time must be used within the same pay period in which it is earned. It is understood that compensatory time off shall be time and one-half.

## **Article VII - Work Schedules and Assignments**

7.01 **Work Week:** The normal work week for Campus Safety employees is forty (40) hours. The usual weekly schedule is five (5) days at eight (8) hours. Other schedules may be arranged at the discretion of the College, including work weeks of less than forty (40) hours when mutually acceptable to the Union and the College or when justified by emergency conditions.

7.02 **Work Schedules and Assignments:**

7.02 (a) Work schedules and daily assignments are the responsibility of the College. Work shift schedules shall be chosen by the employees on a seniority basis, beginning with the most senior employee, according to provisions agreed to in section 4.01.

- 7.02 (b) Monthly schedules shall be posted ten (10) working days prior to the end of the current month. Schedules shall be filled by sign-up of officers beginning with the senior most officers.
- 7.02 (c) Except in emergency situations, monthly schedules may be changed to suit varying conditions of the College provided such changes are made in writing to the affected employee. If a change is needed for a period of at least two continuous work weeks, that change shall be offered to officers by seniority by using a posting, if a response or acceptance is not obtained within 24 hours, management will make necessary changes within ten (10) days prior to the change occurring.
- 7.02(d) The ten day advance notice does not apply to changes necessary to cover special events and vacations or other circumstances that were made known to the College less than ten (10) working days preceding the work day the schedule change is to occur. However, an employee will be allowed at least eight (8) consecutive hours off duty between the end of the regular scheduled shift, including mandated overtime, if any, and the commencement of the shift to which they are being assigned.
- 7.02(e) For special events when additional officers have been notified ten (10) working days in advance to be available, notice not to work, if given less than forty-eight (48) hours in advance, will be given along with two (2) hours call out pay.
- 7.02 (f) If the College determines it has an open shift that is normally considered a union position, all employees will have the opportunity to sign up for open shifts based on seniority (highest seniority first).
- 7.02 (g) Any remaining open shifts not covered within four days prior to the beginning of such shift can be mandated by the College in accordance with its management right to implement and revise reasonable work rules.
- Beginning with the lowest seniority on a rotating basis. When mandating a shift assignment, it shall be completed by either a phone call to the employee or in person during a scheduled shift. All employees must provide the College and Department with their current address and one telephone number where they can be reached. The use of available and cross-trained employees should be considered, by highest seniority, prior to mandating by lowest seniority.
- 7.02 (h) The College shall endeavor to assign no more than twelve (12) hours of continuous work. A mandated work assignment combined with regular work hours may exceed twelve (12) hours of continuous work if no relief can be secured, but shall not to exceed sixteen (16) hours. In this case,

assignments will be documented in four (4) or less hour increments, if an assignment requires an employee to work more than twelve (12) continuous hours, two (2) assignments shall be awarded to the affected employee.

If an employee volunteers for a vacancy that would otherwise be mandated, the hours of that vacancy will earn the volunteer a mandation credit. If the filled vacancy causes more than twelve (12) continuous hours of work, mandation credit will be given in four (4) or less hour increments.

- 7.02 (i) Except for major events which require a total force effort, no employee shall be mandated to work more than six (6) consecutive days without a twenty-four (24) hour period of rest. Scheduling shall be in compliance with 7.02(g).
- 7.02 (j) Campus Safety employees will be allowed to switch shifts with another employee as long as mutually agreed upon and the change does not cause overtime. Appropriate notification will be given to management. (See Exhibit C)
- 7.02 (k) Provided an employee gives five (5) working days written notice (excluding weekends and holidays) that the employee has an acceptable commitment, as determined by the College, on his or her scheduled time off, the employee shall not be mandated to work on that day. Such acceptance shall not be unreasonably denied. The employee's written notice shall be kept confidential and shall not be released.
- 7.02 (l) Communication, Campus, and Museum Officers who volunteer to cover shifts, are not to work more than twelve (12) consecutive days. After twelve days, officers must take time off for a period of at least 24 hours, unless a special event and/or emergency requires a total work force.
- 7.03 **Job Postings:** To assure that opportunities are made known to current employees, the College shall provide the Union with notice of such job opportunity before filling any new or vacant bargaining unit position. Such written notice may be by e-mail to each employee or be given in writing to each employee covered by this Agreement, and this posting shall be distributed prior to any public announcement of job vacancies.
- 7.03(a) Current employees shall be allowed a minimum of ten (10) working days from the date of receipt of the posting, to apply for a new or vacant position.
- 7.03(b) An employee may not be considered for a transfer to another seniority department unless the employee has worked at least six (6) months in a department where currently employed, exclusive of the probationary period.

- 7.03(c) The parties to the Agreement recognize the necessity to hire the most qualified applicant as determined by the College. Where both an internal and external applicant have the same relative qualifications, the internal candidate will be hired. Notwithstanding the foregoing, an internal applicant may utilize the grievance procedure if they are not the successful applicant.
- 7.04 **Rest Period:** When possible, one paid fifteen (15) minute rest period shall be provided for all employees during each three (3) hour consecutive work period. Employees scheduled for eight (8) hours shall also be entitled to a thirty (30) minute paid lunch period, but will be on call during that time period and must remain able to respond, as a priority, to such calls as soon as possible.
- 7.04(a) When Communications Officers take their rest or lunch breaks, Supervisors will assure coverage during their break if another Communications Officer is not available. If a road officer assigned to relieve the Communications Officer is unable to relieve the Communications Officer in a timely manner, the Supervisor will endeavor to ensure the Communications Officer receives the appropriate relief. The Communications Officer on break may be called back off their break if the Supervisor deems it necessary.
- 7.05 **Transfers and Promotions:** The College must determine within twenty (20) working days whether or not the transferred or promoted employee is qualified to discharge the duties and responsibilities of the new position. Such determination shall rest with the College subject to the grievance and arbitration procedure and shall be made not later than the employee's twentieth working day, with written notice to the employee thereof. An employee determined to be unqualified shall resume their former position or an equivalent position at the previous rate of pay with no loss of work during the transfer period. An employee who has been promoted or who has voluntarily transferred shall have the option during the first twenty (20) working days in the new position to resume their former position, or an equivalent position at the previous rate of pay, provided that written notice of intention to exercise this option is given to the College not later than the twentieth (20) working day.
- 7.06 **Call Out/Call Back Pay:** An employee called out or called back to work, shall be paid for a minimum of three (3) hours for any time worked up to three (3) hours. All time worked over three (3) hours shall be paid on the basis of time worked. This provision shall not apply for time worked immediately following the end of the normal workday.
- 7.06(a) Any announced training on campus will only be paid for the hours attended and will not be subject to the three hour minimum for Call Out/Call Back Pay referenced in 7.06.

7.07 **Contracting Work Outside of the Bargaining Unit**

Oberlin College, or any of its contracted agencies in need of Campus Safety requirements, will recognize the Oberlin College Security Association as the primary resource for such needs, on any Oberlin College property or affiliations.

- 7.07(a) Oberlin College Security Association recognizes the College's need to use on/off duty local police officers, regional law enforcement personnel including but not limited to Lorain County Sheriff's Department and the Lorain County SWAT Team, state police, federal officers/agents, and non-sworn personnel as deemed appropriate to expand the capabilities of the permanent Safety Officers staff, and personal protection details to special event attendees only, to supplement or cover certain special events, emergencies, contracted projects that OCSA members are unable to fulfill as determined by the Director of Campus Safety or their designee or to cover an immediate staffing need.

### **Article VIII - Vacations**

- 8.01 Employees shall be entitled to vacation with pay according to the following schedule:
- 1.) After 1<sup>st</sup> and 2<sup>nd</sup> years of service – ten (10) working days (two (2) weeks).
  - 2.) After 3<sup>rd</sup> and 4<sup>th</sup> years of service – fifteen (15) working days (three (3) weeks).
  - 3.) After 5<sup>th</sup> year of service – twenty (20) working days (four (4) weeks).
- 8.01(a) Employees who are employed on a regular full-time work year shall be entitled to 100% of the above schedule.
- 8.01(b) Employees working fewer hours than the regular work week or year shall be entitled to the above vacation schedule with pay prorated on the regular full-time work year.
- 8.01(c) Employees who have not yet completed a full year of service as of June 30<sup>th</sup> will be eligible for vacations as earned, prorated on the regular full-time work year.
- 8.02 Vacation must not be waived by employees, or by the Employer, nor can extra pay of any kind be received for work performed during vacation hours. Vacations earned in one (1) year must be completed by the end of the following year. Employees on less than twelve (12) month appointment

must take their vacations within the stipulated appointment period. No unused vacation may be carried over from one year to another unless approved in writing by the Director of Campus Safety and then approved in writing by the Department of Human Resources. The Employer shall not require the employee to use vacation time for sick/ emergency, personal or bereavement. Vacation time may not be taken in allotments of less than four (4) hours per workday.

8.03 Holidays occurring during an employee's vacation will not be counted as part of their vacation.

8.04 Employees who leave the employ of the College shall receive any unused vacation pay earned during that current year.

8.05 Employees on an approved leave of absence without pay or on layoff shall not accrue vacation during the leave of absence or period of layoff.

8.06 The right to allotment of vacation period is exclusively reserved to the Employer in order to insure orderly operation of the College. Subject to the provisions of 7.02 (c) & (d), every reasonable effort will be made to accommodate the employee's preferences.

During the period of June 1 through June 15, vacations can be submitted for the next fiscal year. Vacation requests will be approved based on seniority. After this two week period any vacation requests will be approved in the order in which the request(s) were submitted.

The College will provide a notification of the seniority vacation selection timeframe by May 30.

8.07 The Employer shall provide notification to each employee of the amount of vacation, and sick/emergency, and personal time earned and used via TimeClock Plus. If the College discontinues the usage of TimeClock Plus, the notification will be provided in writing.

8.08 **Vacation Pay upon Termination or Death:** Termination of employment for any reason shall not result in forfeiture of vacation benefits theretofore accrued and, such vacation benefits, if not already paid, shall be paid with the final pay check. If a classified employee, otherwise entitled to vacation benefits dies, his or her vacation benefits earned to the date of death shall be paid to his or her spouse, designated beneficiary, or estate.

## Article IX – Sick Leave and Other Benefits

- 9.01 **Classified Employee:** For benefits purposes, the term “classified employee” when hereinafter used in this Agreement shall be deemed to refer to Campus Safety employees whose normal work week is thirty (30) or more a week.

All Campus Safety employees other than classified employees are hereinafter referred to as non-classified employees for benefit purposes only.

**Non-Classified Employee:** For benefits purposes, non-classified employees include employees who are hired on a temporary basis (e.g., as replacement for a permanent employee on leave of absence), extra employees who are hired for short-term, non-continuing positions and employees who work less than thirty (30) hours per week.

- 9.01 (a) Non-classified employees shall not be entitled to paid holidays, automatic wage step increases, vacation, sick leave or other benefits provided by this contract for classified employees. Non-classified employees who are employed for less than thirty (30) hours of scheduled work per week shall not accrue length of service benefits for such service. For such employment, length of service for determining benefits and seniority adjustments shall be computed only from the date on which the employee is accorded seniority.

The College will use as many part-time and/or temps as needed to control overtime and to fill staffing needs.

- 9.02 (a) On July 1<sup>st</sup> of each year, each classified employee shall be eligible for fourteen (14) sick leave days per year. Hours shall be available for use on July 1 of each year. When an eligible employee is absent from his or her job because of illness or injury and makes application for sick leave in accordance with the procedures set forth in Exhibit A, the employee shall receive sick pay at his or her regular hourly rate for the time lost, and such time shall be deducted from the balance in the employee’s sick leave allotment. Sick leave may not be used in allotments of less than one (1) hour.

Sick leave absences of three (3) days or more require medical verification of the need for absence and the ability to return to work without restrictions. At minimum, the medical verification must stipulate no restrictions.

- 9.02(b) Sick leave pay may be used in the event the College declares an emergency to exist. An emergency situation shall be deemed to exist where conditions do not require closing the College, but may prevent the employee from reporting to work or may require the employee to leave before the end of his or her

regular shift. The sick leave allotment minimum shall not apply in cases of College-declared emergency situations.

9.02(c) Up to five (5) working days from the annual sick leave allotment may be taken as personal leave each year. Up to three (3) days may be taken as needed to cover person matters. The remaining two (2) days may only be taken provided that appropriate arrangements are made with the employee's supervisor.

9.02(d) Up to three (3) working days may be taken from the employee's sick leave allotment as paid winter shutdown days for those days of winter shutdown period not covered by Section 6.02.

9.02(e) Any medical restriction claimed by an employee must be clearly defined to the appropriate Human Resources designee. The College reserves the right to require an employee to undergo examination by a physician to determine the status of the employee's disability or fitness to return to duty. The College may require examination by a physician of its choice and at its expense, where permitted by applicable law.

Nothing herein is intended to limit the College's ability to exercise any right afforded by the Family and Medical Leave Act, including but not limited to the right to require certification and recertification of a serious health condition, and the right to require a second or third opinion.

9.03 **Accumulation of Sick Leave:** Sick leave pay accrued for the benefit of a classified employee is accumulative and may be carried over from one year to the next. In the event of the death of the employee, the balance remaining in his or her sick leave fund shall be paid to his or her spouse, designated beneficiary or estate.

9.04 **Sick Leave Conversion:** Classified employees may convert a portion of unused sick leave accrued that year into their retirement annuity accounts in accordance with the following provisions:

- 1.) Employees must have a sick leave fund balance equivalent to twenty (20) days at the end of the fiscal year in question.
- 2.) Only days accrued and unused during the fiscal year in question, up to a maximum of six (6), may be so converted.
- 3.) Conversion must be into the regular retirement annuity accounts to which the College makes retirement contributions. Employees must meet the minimum requirements for such accounts in accordance with Section 9.11.

4.) Requests for conversions must be made in writing to the Department of Human Resources within sixty (60) days after the close of the fiscal year, using Exhibit B attached to this Contract.

9.05 **Sick Leave Fund Payout at Retirement or Termination:** Employees, who retire at age 62 or older, regardless of their years of service, shall receive one hundred percent (100%) of the accumulated balance in their sick leave fund. Employees with twenty (20) or more years of service shall be entitled to seventy-five percent (75%) of the accumulated balance in their sick leave fund upon termination of employment for any reason other than death or retirement. Employees with ten (10) or more, but less than twenty (20), years of service shall be entitled to fifty percent (50%) of the accumulated balance in their sick leave fund upon termination of employment for any reason other than death or retirement. Employees with less than ten (10) years of service shall not be eligible for payment of any accumulated sick leave upon termination of employment for any reason other than death or retirement.

9.06 **Bereavement:** If a death occurs in the immediate family of a classified employee, they shall be eligible for leave with pay for up to three (3) consecutive working days, which shall be extended to allow two (2) additional days off without pay (in cases where the death or funeral occurs outside the State of Ohio). Members of the immediate family normally shall include the employee's spouse/same sex domestic partner, parents, grandparents, children, brothers and sisters and sisters and brothers-in-law, half and step brothers and sisters as well as the parents, grandparents or children of the employee's spouse/partner. The College recognizes that in some cases, immediate family may refer to persons not included in the above definition. (In such instances, an employee may consult with the Department of Human Resources, and upon mutual agreement, bereavement benefits may be extended on a case-by-case basis to include persons not normally considered to be immediate family).

9.07 **Jury and Witness Service:** An employee who loses time from their assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate plus shift or special schedule premium, if applicable. Jury duty and witness fees shall be offset against such pay. Such jury duty and witness service shall be considered time worked, but shall not be used for the purpose of calculating overtime pay, except in the situation where the employee is serving as a witness on behalf of the College. The employee shall furnish the College a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees they are eligible to receive for each day.

9.08 **Annual Military Duty:** An employee who is a member of the Armed Forces Reserves or National Guard and who takes leave from their assigned schedule of work to participate in annual military training, or for service required as a

result of civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed fifteen (15) days in any one calendar year. Such an employee shall be paid for the time lost at his or her hourly rate plus shift or special schedule premium, if applicable. Armed Forces Reserves or National Guard base pay shall be offset against such pay. Except as otherwise provided in this Agreement, such service shall be considered time worked. The employee shall furnish the College with written evidence of service and the amount of base pay they are eligible to receive.

9.09 **Health Insurance:** During the term of this Agreement, the College's Group Health Insurance Program, as designated by the College, shall be available to eligible classified Campus Safety employees on terms that are specified in this Section. Any change in benefits, coverage or network providers, during the life of this Agreement shall only be made after discussion between the parties. It is the intent of the parties to protect and maintain the level of benefits. Fair consideration shall be given to measures that will assist with cost containment. The College plan will include major medical coverage with a designated prescription plan.

9.10 **Group Life and Accident Insurance Program:** Classified employees shall be entitled to participate in the Oberlin College Group Life and Accident Insurance Program in accordance with the rules and regulations and subject to the terms and conditions of said program subject, however, to such amendments of general applicability, terms and conditions as may from time to time be adopted by the College.

9.10(a) The College shall provide a fully paid life insurance benefit equal to one (1) times an employee's annual salary. In addition, optional coverage shall be available in increments of \$10,000 up to a maximum of five (5) times the employee's annual salary, but in no event more than \$500,000. The employee shall pay the entire premium cost of this optional coverage.

9.10(b) Upon retirement of any Campus Safety employee, the College shall provide for said employee a minimum paid up life insurance policy in an amount consistent with the general benefits package provided to all retirees of the College at the expense of the College.

The definition of a retiree is an employee who is at least fifty-two (52) years of age with a minimum of ten (10) years of service.

9.11 **Retirement Program:** Classified employees shall be entitled to participate in the Oberlin College TIAA/CREF Retirement Program in accordance with the rules and regulations and subject to the terms and conditions of said program subject, however, to such amendments of general applicability, terms and conditions as may, from time to time be adopted by the College.

Upon completion of one (1) year of service on regular status and attainment of age twenty-six (26) by a classified Campus Safety employee, the College shall contribute an amount equal to a percentage of the employee's base monthly salary into a retirement annuity for the employee as outlined below. The employee may make supplementary contributions to the annuity on a voluntary basis. Subject to applicable laws and regulations, such supplementary contributions by an employee shall be treated as deferred income for tax purposes and shall not be reported as part of the employee's gross salary.

	College Contribution	Match
Age: 26-44	0%	0%
Age 45+	0%	0%
Age: 45 + 25 years of service	0%	0%

9.11(a) Campus Safety Employees are eligible to participate in the Oberlin Early Retirement Health Benefit Plan (RAMP) and can be insured under the Oberlin College Preferred Health Plan subject to the provisions of the Plan.

9.12 **Disability Plan:** Classified Campus Safety employees who are absent from work because of a prolonged illness or injury are eligible for wage continuation benefits as follows:

9.12(a) **Short-Term Disability(180 days):** After an employee's paid sick (current/bank)/personal leave benefits are exhausted, continuation of the employee's salary or wages during periods of disability shall be as follows: an employee who is under the care of a physician and has been certified by the physician as being unable to perform their duties shall be paid a wage continuation benefit equal to sixty percent (60%) of normal gross wages exclusive of overtime and shift differential premium. STD begins at the start of the disability even if using benefit time. The 180 day period is calendar days.

Employees may use unused vacation to supplement the wage continuation benefit if they so request in writing. In no event, however, shall the combination of regular sick leave payments and the wage continuation benefit exceed one hundred percent (100%) of normal gross wages.

In no event will an employee be eligible for more than six (6) months of paid disability in any one (1) rolling 12-month period. The paid disability can be up to six (6) months after medical justification. The College has the right to request a 2<sup>nd</sup> medical opinion, at its cost, to justify disability. The College will have the right to modify the employee's job to accommodate restrictions if it sees fit.

Any employee not having worked their full schedule for one year will be considered to have voluntarily relinquished their position and their position will be backfilled. If the medically displaced employee were to be certified able to return to work they may apply for an open and vacant position within their union for which they are qualified. Otherwise the displaced employee will follow Article XI of the CBA.

- 9.12(b) **Disability beyond Six Months (Long-term Disability):** If an employee continues to remain disabled after twenty-six (26) weeks and provides medical certification of disability, a fully paid insurance plan will provide a monthly income of sixty percent (60%) of his or her base monthly salary, prorated for employees who normally worked less than full time or were on less than 12 month appointments. Insured benefit payments will begin after twenty- six (26) weeks of disability and continue as long as the employee remains disabled as defined in the insurance plan.
- 9.13 **Leave of Absence without Pay:** Subject to the provisions of 9.13(a), an employee, upon written request, may be granted a leave of absence by the Department of Human Resources for legitimate personal reasons acceptable to the Department of Human Resources. Such leaves of absence shall be without pay and shall normally be granted for a period of up to one (1) year. Requests for an extension of a leave of absence shall be filed with the Office of Human Resources in writing no later than thirty (30) days prior to the end of the original leave, unless otherwise agreed upon by the Department of Human Resources. Requests for leaves of absence or extensions thereof shall be submitted through the employee's department head who shall forward same to the Department of Human Resources.
- 9.13(a) Employees with one (1) or more years of seniority shall be eligible for a leave of absence of up to one (1) year. Non-probationary employees with less than one (1) year of seniority shall be entitled to a personal leave of absence of up to six (6) months. An employee on an approved leave of absence shall be entitled to resume at the end of the leave either his or her former position or, at the discretion of the College, an equivalent position. Reasonable notification shall be required from the employee requesting such leave, along with a specific date for return from such leave. At the option of the College, an employee may return from such leave prior to the specifically expressed date.
- 9.13(b) An employee on a leave of absence without pay may, upon request, continue participating in the employee benefit programs described in Article IX, provided that the period of absence does not exceed one (1) year and also that the above provision meets with the requirements of ERISA. The employee shall pay the full cost of such benefits. All payments are due in advance or by the first of each month at the prevailing group rate.

- 9.14        **Family and Medical Leave Act of 1993:** The College will comply with the provisions of the Family and Medical Leave Act of 1993 in accordance with the following provisions:
- 9.14 (a)    Personal leaves of absence, short term disability leave, long-term disability leave, maternity, paternity and adoptive leaves which qualify under the FMLA will run concurrently with FMLA leave.
- 9.14 (b)    An employee on FMLA for their own illness is required to first exhaust all sick (current and banked) and personal leave before the College pays for the applicable percentage of salary continuation for the remainder of that leave as outlined in 9.12 (a).
- 9.14(c)    An employee on FMLA for reasons other than their own illness are required to utilize vacation, personal and sick leave balances.
- 9.15        **Birth and Adoption Leave Policy:** An employee shall be granted, upon request, a leave of absence on account of pregnancy or adoption of a child, subject to the following conditions:
- 9.15(a)    The employee shall make a written request through her department head to the Department of Human Resources for maternity or adoption leave, stating the amount of time desired and the expected dates of the leave. This request shall be made as early as possible so that necessary arrangements for temporary replacement or reassignment of duties can be made.
- 9.15(b)    The employee shall be permitted to continue to work for so long as her physician certifies in writing that the employee can perform the duties of her job. Upon the birth of the child or placement of a legally adopted child, the employee may take two (2) months paid maternity leave.
- 9.15(c)    Additional leave may be taken without pay subject to the provisions of the Family and Medical Leave Act of 1993.
- 9.15(d)    If additional leave of absence without pay is granted, in no event shall the duration of the employee's total maternity or adoption leave exceed twelve (12) months. The employee shall be entitled to participate in all benefit programs under the conditions set forth in Section 9.13(b).
- 9.15(e)    If there are pregnancy or birth complications requiring more than two (2) months maternity leave with pay, the employee should obtain a physician's certificate and apply for medical disability benefits as set forth in Section 9.12.
- 9.15(f)    No loss of seniority or any penalty shall be imposed upon an employee for maternity or adoption leave of up to twelve (12) months.

- 9.15(g) **Paternity Leave:** An employee's request for up to two (2) months of paid paternity leave shall be granted within the first six (6) months of the birth or adoption of an employee's child without loss of seniority. Requests should be made in writing as early as possible to the Department of Human Resources.
- 9.16 **Tuition Scholarship Plan for Children:** After two (2) years of employment with the College, all full-time classified employees shall be eligible for a tuition scholarship plan for children according to the following provisions:
- 1) A child who is admitted to Oberlin College shall be entitled to attend the College tuition free.
  - 2) For employees hired on and before July 1, 2005, the children of full-time classified employees who attends an accredited undergraduate private institution, state institution, out-of-state institution, or community college shall be entitled to tuition benefits of fifty percent (50%) of the Oberlin tuition that is in effect during the year for which payment is made, or the tuition of the institution attended, whichever is less.
  - 3) For employees hired on and after July 1, 2005, the children of full time classified employees will be eligible for 20% of Oberlin's tuition after five (5) years of service and 50% of Oberlin College's tuition after ten (10) years of service. The terms and conditions of the Tuition Scholarship Plan for children of Safety and Campus Safety employees as attached in Exhibit D remain in effect.
  - 4) For purpose of this section, tuition shall be defined as any fee that the College would include in its definitions of tuition.
- 9.16(a) The Tuition Scholarship Plan for Children as provided for in this contract shall be administered in accordance with the Eligibility, General Provisions, and Administration provisions of the Oberlin College Tuition Scholarship Plan.
- 9.16 (b) Provisions of the Tuition Scholarship Plan for bargaining unit members are subject to approval and modification by the Board of Trustees.
- 9.16 (c) Campus Safety employees, who terminate their College service for reasons other than regular retirement, disability, or death while still employed, lose eligibility on the date of termination of their College service.
- 9.17 **Employee Tuition:** Employees covered by this agreement may take one course, up to five hours per semester without tuition charge, with the approval of their department head and the Dean of the College or Conservatory, as appropriate. Half-time employees may take one course, up to five hours per

year. Private reading and Conservatory applied studies courses are excluded. An employee's enrollment may not prevent a student from taking a class.

9.17 (a) **Spousal Tuition:** Spouses/same-sex domestic partners of classified employees covered by this agreement may take one course, up to five hours per semester without tuition charge. Private reading and Conservatory applied studies courses are excluded. A spouse/partner's enrollment may not prevent an active employee or student from taking a class.

9.18 Regarding training for OCSA member, the College will provide a training fund to facilitate opportunities for job-related training for bargaining unit members. Five thousand dollars (\$5,000.00) will be made available on July 1st of each fiscal year. Unused funds will roll over to the next year. The training committee shall be comprised of two (2) members from OCSA and the Director and the Assistant Director. Decisions will be made by consensus and guidelines established to be reviewed on an annual basis. Such funding may be provided for credit earned in a degree program, so long as it is directly related to job duties performed within the bargaining unit, as determined by the training committee.

Within ninety (90) days, the parties will meet to discuss the safety and health training needs for the employees in the bargaining unity and make any recommendations for additional safety and health training to the College. Additionally, the College and OSCA agree to meet to review safety and health issues as additional issues are identified.

9.19 **Catastrophic Leave Program:** The purpose of a catastrophic leave program (CLP) is to aid Oberlin College OCSA employees with family members as defined in this policy who are experiencing serious medical hardship or catastrophic illnesses and have exhausted all paid leave (vacation, current sick days, sick bank). The policy allows employees to donate vacation to other employees who meet the eligibility requirements. Under this policy, donations are not tax deductible. Participation in the program, for both donors and recipients, is voluntary. The identity of donors and recipients will be kept confidential except as required to administer the policy and for any required legal action, unless either indicates that the information can be released.

**Eligibility:**

Applicants who wish to receive donated leave must meet the following eligibility requirements:

- Must be employed in a position covered by the collective bargaining agreement between OCSA, OPEIU Local 19 and Oberlin College, and

- Must have completed one (1) year of continuous employment at Oberlin College, and
- Must have exhausted all leave time (vacation, current sick days, sick bank) and meet all conditions of the catastrophic leave policy, and
- Must have a family member, suffering from a catastrophic illness or injury which necessitates the employee's prolonged absence from work for which the employee has no available paid leave left, and
- Must have requested leave of absence without pay from Manager of Employee Relations, with requestor informing the Manager of Employee Relations of CLP request in process, and
- Must coordinate leave with their supervisor, and
- Employee must present to the Human Resources Department the FMLA Family Health Certification form.

Employees who wish to donate vacation time must meet the following eligibility requirements:

- Must be employed in a position covered by the collective bargaining agreement OCSA, OPEIU Local 19 and Oberlin College, and
- Must have completed one (1) year of continuous employment at Oberlin College, and
- Must be in a position that accrues vacation and have more than five full days of vacation remaining at the time of donation.

**Procedures:**

Applicants must submit the FMLA Family Health Certification form to the Department of Human Resources. This form is available at HR and on the HR website. Applicants must request leave of absence without pay from the Manager of Employee Relations.

The Recipient Request Form is available on the HR website. Once completed, the request form should be submitted to HR.

HR will notify the OCSA Officers that catastrophic leave has been requested and approved.

Donors must complete and submit a Catastrophic Leave Donation form to HR. If known, donors must indicate the name of the recipient to whom they wish to donate vacation.

Donations must be in increments of no less than one full paid day, based on the regularly scheduled hours of the employee making the donation and no more than one week of regularly scheduled hours can benefit any one individual co-worker.

Payroll will administer the donated time and credit the recipient based on the current payroll schedule. Employees should see the donation/reduction on their next monthly paystub depending on when the donated hours are transferred to the recipient.

Recipients may not receive hours that would cause pay to exceed their regular monthly salary.

Any excess leave donations will be returned to the most recent donor(s).

To recognize differences in pay rates and hours per day between the donating employee and the recipient, donating employees' vacation balances will be reduced in full pay-day increments. Employees receiving leave time will receive hours (and thus be paid for otherwise unpaid time) based on the recipient's actual hourly rate, which rate may be more or less than donating employees' hourly rate(s).

**Definitions:**

Catastrophic illness or injury: A catastrophic illness or injury is a serious, debilitating illness or injury that incapacitates an employee's family member. Those conditions are identified as those contained in the Family and Medical Leave Act of 1993.

Family Member: The employee can ask to use FMLA to care for a family member for physical/mental health care. A spouse means a husband or wife, or a domestic partner with whom the employee has executed a domestic partnership agreement. A parent is either the biological parent or the person who acted as the parent when the employee was a child. A son or daughter is either biological, adopted, under foster care, a stepchild, a legal ward, or any child for whom the employee has assumed parental responsibility. The child must be either under the age of 18 or is 18 or older and incapable of self-care because of a mental or physical disability.

Recipient: OCSA employee who has exhausted all leave time and meets all the eligibility requirements of the catastrophic leave policy.

Donor: OCSA employee with more than five full days of vacation remaining in their bank at the time of donation.

## Article X – Grievance Procedure

10.01 A grievance is defined as any difference or dispute between the employer and employee or the employer and OCSA as to the interpretation, application, or alleged violation of any of the provisions of this Agreement, employment law or past practice.

10.01 (a) Prior to any grievance being filed, the employee shall discuss with their supervisor the issues giving rise to the alleged dispute. The employee shall be entitled to be accompanied by an elected representative of the union, or not be represented if they so choose.

10.01 (b) Any matter not presented for grievance within fifteen (15) working days after the Employer and/or Union reasonably becomes aware of its occurrence shall be barred from consideration, although nothing herein shall prevent a subsequent occurrence of a similar nature from being considered under the grievance procedure. For the purposes of this Article, “working day” means any day other than Saturdays, Sundays, or holidays.

The parties recognize, by mutual agreement between the Union and the Department of Human Resources, that certain grievances such as, but not limited to discharge and/or grievances of a general nature not involving a supervisor may be brought directly to the Department of Human Resources by the grievance committee at Step 3 without resort to Step 1 and Step 2. All sexual harassment grievances shall be referred to Step 3 of the grievance procedures.

10.02 **Grievance Committee:** For the presentation and discussion of all grievances, complaints, and disputes, the OCSA shall be represented by a Grievance Committee of not more than three (3) members selected in a manner determined by the OCSA.

10.03 **Procedures:** In the interest of promoting and maintaining harmonious relations, it is agreed that any grievance must be filed in accordance with the following procedures:

10.03(a) **STEP 1:** If any employee or OCSA believes they have a justifiable grievance, it shall be discussed with their union representative and/or the Director or Assistant Director of Campus Safety. In presenting the grievance, the employee shall be entitled to be accompanied by an elected representative of the union, or not be represented if they so choose. In the event no settlement is reached between the parties, then:

10.03(b) **STEP 2:** Within the next five (5) working days, the aggrieved employee shall reduce the grievance to writing on a form provided by the Union and file one

(1) copy with the Grievance Committee, one (1) copy with the department head, and one (1) copy with the Department of Human Resources. The written grievance shall include at least the following information:

1. The grievant's name, job title, and department;
2. The names of the grievant's supervisor and department head (if different from the supervisor);
3. The date of the incident giving rise to the grievance;
4. The facts constituting the basis of the grievance;
5. The relief sought by the grievant;
6. The section of the Contract, employment law or past practice allegedly violated.

An incomplete grievance will not be considered in default, but the College may return the grievance requesting that it be resubmitted with all necessary information.

The department head shall have five (5) working days to provide a Step 2 written response to the grievant.

10.03(c) **STEP 3:** If the grievance is not settled within five (5) working days after it is filed in writing in Step 2, then within five (5) working days thereafter, OCSA and the employee may appeal the grievance to the Department of Human Resources. The Grievance Committee may provide additional information to the written grievance before appeal to the Department of Human Resources. The Department of Human Resources shall schedule a meeting with OCSA Grievance Committee within five (5) working days of the appeal to Step 3. The meeting shall occur within a reasonable period of time. The Department of Human Resources may designate an individual to represent them at any step of the grievance procedure. A professional representative employed by the Union may be present and participate at any meeting at the Step 3 level and beyond. The Department of Human Resources shall notify the grievance committee and any particular employee involved in a grievance in writing of their decision within ten (10) working days of the Step 3 meeting. Failure to submit such response within this time frame shall move the grievance to Step 4 upon request.

10.03(d) **STEP 4:** If the Grievance Committee is not satisfied with the disposition of the matter by the Department of Human Resources under Step 3, they may by mutual agreement, within ten (10) working days of the Department of Human Resources' written answer, meet with the Department of Human Resources, for a final attempt to settle the grievance before referring the

dispute to final and binding arbitration. The Department of Human Resources shall respond in writing within fifteen (15) working days of the Step 4 meeting.

Notice of appeal to arbitration by OCSA must be submitted to the Department of Human Resources in writing within twenty (20) working days of the Step 4 written answer (or Step 3 answer if Step 4 is not used). Failure to appeal the grievance to arbitration within this timeframe shall constitute a waiver of OCSA's right to appeal the grievance to arbitration. No later than ten (10) working days after OCSA serves the Department of Human Resources with written notice of its intent to appeal a grievance to arbitration, OCSA shall file a request with the Federal Mediation and Conciliation Service for an arbitration panel of seven arbitrators, and an arbitrator will then be selected by the parties alternately striking names from the panel until one arbitrator remains.

- 10.03(e) The arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement unless by specific mutual agreement of the parties to the grievance.
- 10.03(f) Each party shall bear the expense of its own representative and witnesses at the arbitration. Witnesses for the parties will be released from work on the same basis. Where the grievant(s) or witness(es) are scheduled to be working, the employer shall release them from duty. Nothing in the section shall prevent the arbitrator from awarding lost wages and benefits to the Grievant. The Employer and OCSA shall share the expense of the arbitrator, or any mutually agreed upon expenses (such as a court reporter) or any other expenses of the arbitration equally.
- 10.04 Any of the time limitations specified in this Section may be extended by mutual agreement between the Department of Human Resources and the Grievance Committee.
- 10.05 In the event of illness or other authorized absence of any party necessary to the resolution of the grievance, the time limitations specified above in this Article shall be automatically suspended until such concerned party returns to campus.

## Article XI – Elimination of Jobs

- 11.00      **Layoff:** A layoff is defined as a temporary suspension of employment for a specific or indefinite period of time caused by the lack of available work or the need for operating economies as determined by the College.
- 11.01      In applying the following procedures, all extra and temporary employees, probationary employees, and regular part-time employees, in this order, shall be removed before a reduction of hours or removing seniority regular, full-time employees.
- 11.01(a)    In the event of a layoff, management shall determine the number of employees, and shift to be affected. Management shall notify Union leadership of such layoff as soon as practicable but no less than 5 business days prior to the effective date of the layoff.
- 11.01(b)    Students will not be used to replace the need for bargaining unit employees.
- 11.01(c)    Employees on approved leave of absence shall be considered for seniority purposes to be present and in their positions.
- 11.02      The employee with the least bargaining unit seniority shall be laid off first provided the remaining employees have the qualifications, skill, and ability to perform the work.
- (a)      “Qualified” means ability to perform the job at a reasonable level of proficiency with no more than four (4) days of orientation to the work.
- (b)      In the event of layoff, employees on approved leave of absence shall be considered to be present and in their positions.
- 11.03      The College agrees to pay any insurance premiums during the first two months of layoff.
- 11.04      Any employee during a staff reduction situation may, at their option, elect to take a layoff out of seniority and shall be considered as laid off.
- 11.05      Recall shall be to the senior qualified employee on layoff status.
- 11.05(a)    Employees recalled to their original classification must accept the recall or they shall be considered a voluntary quit.

- 11.05(b) No vacant or new jobs within the bargaining unit will be filled by outside applicants if there are qualified laid off employees available who bid on these jobs.
- 11.05(c) Laid off employees will be advised of any job opening pursuant to the normal job opening procedure.
- 11.05(d) Laid off employees who successfully bid on a new job relinquish any other recall rights.
- 11.05(e) If recalled to his or her previous job, the employee shall be paid the appropriate contractual rate of pay plus any increases. If recalled to a different classification the employee shall be paid in accordance with the wages negotiated for that classification.
- 11.06 It is mandatory for employees on layoff status to supply the College with their current addresses.
- 11.07 The College shall notify OCSA within thirty (30) working days concerning its decision to leave a position permanently or temporarily vacant following an employee's resignation, termination, etc.
- 11.08 **Super Seniority:** Select elected union officials (President, Vice President, and Steward) shall be deemed to have super seniority for the purpose of layoff and recall.

## Article XII – Discipline

- 12.01 The College and the Union understand the importance of taking disciplinary action in a timely and humane manner. Consistent with this understanding it is agreed that the College will endeavor to complete any disciplinary investigation within fifteen (15) days of the date the potential infraction was discovered unless mutually agreed upon between Oberlin College and the Union. Disciplinary recommendations shall be submitted in writing to the Department of Human Resources within five (5) days of the completion of the investigation. The Department of Human Resources shall have ten (10) days to further investigate the alleged infraction and five (5) days to inform the employee of the disciplinary action, unless mutually agreed upon between Oberlin College and the Union.
- 12.02 The College agrees to comply with the principles of progressive discipline provided, however, that certain severe offenses may require the immediate imposition of varying degrees of discipline up to and including discharge. It is understood that, consistent with the principles of progressive discipline,

penalties may be enhanced by using previous discipline that is still on file. However, under no circumstances shall prior discipline be used to enhance a current disciplinary action where the prior disciplinary action is more than two (2) years prior to the current date of disciplinary action. The foregoing shall not proscribe the College from using suspensions of five (5) days or longer to enhance discipline for a period of time up to three (3) years.

In instances where a Bargaining unit Employee is disciplined, a copy of the disciplinary action will be forwarded to the Union on the date the action is taken.

### **Article XIII – Non-Discrimination**

- 13.01 Neither the College nor OCSA, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of disability, age, race, color, creed, national origin, sexual orientation, religion, gender, marital status, familial status (subject to the College’s nepotism policy), veteran status or union membership.

### **Article XIV – No Work Stoppage**

- 14.01 The OCSA shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any Campus Safety Employees instigate or participate directly or indirectly in any strike, slowdown, walkout, work stoppage, or interference of any kind at any operation or operations of the College for the duration of this Agreement. Violations shall be proper cause for discharge or other disciplinary action. The College shall not lock out any Campus Safety employees for the duration of this Agreement.

### **Article XV – Resignations and Terminations**

- 15.01 If an employee desires to terminate employment with the College, written notice should be given to the Director of Campus Safety and the Department of Human Resources. The employee shall be entitled to any unused sick, emergency, or personal leave and vacation previously accrued and/or earned during the fiscal year, according to the provisions under Article 9.05 and Article 8.08. If two (2) weeks written notice is not given, the employee shall forfeit pay for all previously accrued sick, emergency or personal leaves. The Director of Campus Safety shall submit a termination form to the Department

of Human Resources. On or before the last day of work, the employee must return keys, identification cards, and other property of the Campus Safety Department to the Department of Human Resources. In the case of an employee's death, the above-described benefits shall be paid to such employee's estate as if the required two (2) week-notice had been given.

- 15.02 In cases involving discharge for just cause, the Employer shall furnish a written statement of the reasons for the discharge to the employee and OCSA on the day of the discharge, but in any event not later than two (2) working days following if circumstances prevent notification on the day of discharge.

### **Article XVI – Separability**

- 16.01 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or thorough government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### **Article XVII – Miscellaneous**

- 17.01 Unless the express language or context clearly requires otherwise:
- 17.01(a) All references in this Agreement to salaries shall be deemed to include wages and vice versa.
- 17.01(b) All references in this Agreement to fiscal year shall be deemed to refer to the period of time from July 1 through June 30.
- 17.01(c) All references to the Department of Human Resources includes the Manager of Employee and Labor Relations or his or her designee.
- 17.02 Campus lodging and meals during periods of severe inclement weather or emergency situations as designated by the Director of Campus Safety will be provided by the College for those Campus Safety Department employees reporting for duty as requested.
- 17.03 The parties agree to establish a union bulletin board which shall be located in the Campus Safety Building.

- 17.04 Commendations and other recognition will be reduced to writing and placed in the employee's file with the permission of the Department of Human Resources.
- 17.05 Employees whose sick leave bank exceeds 800 working hours as of June 23, 2020 may maintain their full current sick leave bank, but may not accrue additional sick leave days until the employee's leave bank reduces below 800 working hours. Thereafter, the employee may not accumulate more than 800 working hours of sick leave at any given time. At retirement, payment of sick leave will be made for a maximum of 800 working hours.
- 17.06 The College will endeavor to offer training to the department members that will improve the performance and safety of individuals and the department as a whole. Both parties understand that continued training is an important aspect of continuous improvement, and that it is also subject to scheduling and budgetary pressures. The content of the training will be at the discretion of the College. (see Memorandum of Agreement #3)
- 17.07 Upon request, critical incident administrative leave of up to three (3) paid days will be given to affected OCSA bargaining unit employees which may include an assessment by the College's Employee Assistance Program (EAP) provider.
- 17.08 The College agrees to continue to offer for the duration of this Agreement the Flexible Spending Account; an employee-paid vision plan; if available, and the staff tuition program, except where future changes in law may prohibit.
- 17.09 The College shall provide a safe and reasonable work place for employees in all work areas. The Union also recognizes its obligation to bring to the attention of the College any potentially unsafe situation. The College and the Union recognize their joint obligation to insure that discussion of safety concerns are conducted in the most constructive, informed, and expeditious manner possible prior to any grievance being filed.
- 17.10 There is no place in the work environment for conduct that demeans or belittles another person. For these reasons, harassment of any kind is unacceptable and subject to disciplinary action.
- 17.11 The College and the Union will comply with the obligations of the American with Disabilities Act (ADA), including making and permitting reasonable accommodations if requested to the extent required by the ADA. Such accommodations, to the extent possible, will not conflict with the terms of this Agreement.
- 17.12 In the interest of sound labor/management relations, the Union or the Employer may request a labor/management meeting to discuss issues of

concern to either party. When requested, meetings shall be convened as soon as possible.

- 17.13 Employees required to drive College vehicles must be insurable under the College's applicable insurance policy. To ensure compliance with this requirement, each employee must authorize annual review of their driving record. Specific instances, if any, will be discussed in Labor/Management meetings.

## Article XVIII – Uniform Maintenance

18.01 The Employer shall provide each newly hired Campus Safety employee with appropriate uniforms and equipment within thirty (30) days of the date of hire. These articles will be replaced on an as needed basis.

18.02 Oberlin College Security Association and Oberlin College realize the need to maintain the appearance and professional presence of all Campus Safety personnel on campus. Therefore, the Employer will provide each security employee a uniform laundry allowance. It is the responsibility of the employee to keep their uniforms clean and orderly at all times. This amount shall be paid during the first week of July in each year covered by the Agreement:

Effective July 1, 2020	\$470.00
Effective July 1, 2021	\$940.00
Effective July 1, 2022	\$940.00

**Article XIX – Continuation**

This contract shall be effective as of July 1, 2020, and shall be binding on the parties hereto until June 30, 2023, and shall be automatically renewed for successive periods of one (1) year each (July 1 to June 30) unless written notice of a contrary intention is served by either party on the other at least sixty (60) days before July 1, or any anniversary date thereafter. Negotiations shall be started within twenty (20) days after any such written notice has been received, or at such other date as mutually agreed by both parties.

Executed this \_\_\_\_\_, 2020.

FOR THE OBERLIN COLLEGE  
SECURITY ASSOCIATION

FOR OBERLIN COLLEGE

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## **Statement #1 Name Change**

On August 2, 2018, it was announced by Campus Safety Director Mike Martinsen via e-mail communication that the Department of Campus Safety and Security would be changing names to the Office of Campus Safety. Because of said change, the job title of Campus Safety and Security Officer was changed to Campus Safety Officer. With that being said, OCSA proposes the following changes throughout the entire agreement:

1. Safety and Security be changed to Campus Safety
2. Campus Safety and Security Officer be changed to Campus Safety Officer
3. Security employees be changed to Campus Safety employees
4. Security personnel be changed to Campus Safety personnel

Let it be known that the Allen Memorial Art Museum continues to utilize the title "Museum Safety and Security". For the purpose of this agreement, the usage of "Safety and Security" and "Security Officer" will continue to be utilized when discussing verbiage directly correlated to the Museum Officers.

## **Statement #2 Pronoun Change**

In an effort to be more inclusive, OCSA proposes the following language changes throughout the agreement:

1. Change he/his to they/them
2. Change she/her to they them

## **Parties Not Bound by Past Practices**

The parties recognize and agree that in the absence of a written agreement they are bound by past practices only when they are uniformly applied, clearly enunciated, acted upon over a reasonable period of time, and agreed to by both parties. Isolated occurrences of activity do not arise to the level of past practice. During the course of the 2020 negotiations, the parties identified and agreed upon past practices that they were aware of and incorporated them into the current agreement.

## **Memorandum of Agreement #1 Alcohol/Drug Policy**

The parties have agreed that the College reserves the right to implement an alcohol and drug testing program on a random basis for all Campus Safety personnel covered by the Collective Bargaining Agreement. The Union will be advised of the procedures to be followed and will be notified immediately of any changes to the testing plan and procedures, including any changes involving the consortium that OCSA is grouped within.

The College and Union recognize an employee's desire to ensure their personal information remains confidential. In order to do so, the College will only provide the necessary employee information needed to complete the drug and/or alcohol test to the medical facility conducting the test.

The Union will be afforded input into necessary changes to assure that the testing procedures will provide a reasonable measure of accuracy and integrity.

## **Memorandum of Agreement #2 Educational Opportunities**

The College hereby agrees to work with the Union to set guidelines for establishing scheduling that will allow for bargaining unit employees to take advantage of educational opportunities in a way that does not conflict with the needs of the College.

## **Memorandum of Agreement #3 Training and Related Benefits**

1. An employee requesting permission to attend any school, training session or seminar shall submit a written request to the Director of Campus Safety, stating the objective, the probable benefit to the Department, and the expected expenses. Such request shall be evaluated by the Director, and they shall make the final determination as to whether permission will be granted.
2. If the Director deems it necessary, they may require an employee to attend any work-related school, training session, or seminar.
3. Attendance at any school, training session or seminar shall be compensated at the applicable hourly rate for travel time and attendance. Payment for travel time and attendance shall not exceed eight (8) hours in any one (1) day designated as a training day.
4. Any employee in the OCSA bargaining unit required by the Director or their designee to remain overnight to receive training, shall receive an allowance for meals of thirty-one dollars (\$31.00) per day when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Director or their designee.
5. If the employee is permitted or required to use their personal vehicle for approved training, they shall be reimbursed the current rate for travel/mileage reimbursement.

## **Memorandum of Agreement #4 College-Provided Meals**

Any and all officers and communications officers directly involved in the following events shall be provided with meals by the College: Move In Madness, Commencement, the Saturday of Parents Weekend, Student Art Rental, and Drag Ball.

## **Memorandum of Agreement #5 Cross-Trained Officer Pay**

Employees who have been cross-trained will have the opportunity to work open shifts as deemed necessary by management, by seniority. Cross-trained employees shall earn the wage of the duties they will assume or that of their current wage, whichever is greater. A wage adjustment form (see Exhibit D) with the appropriate rate for hours worked in a cross-trained capacity shall be completed by the affected employee and signed by management prior to the end of the pay period for which the cross-trained hours were completed.

Agreed to March 2006

## Schedule A - Wages

The College will annually present a financial update to OCSA leaders.

Employees hired on or after ratification of this CBA will be compensated at the Safety Officer rate. The new hires will be expected to operate in any safety role on campus deemed necessary by management (Museum, Campus, and Communications).

### First of Pay Period Following Ratification 2020- June 30, 2023

Fiscal Years 20-21, 21-22, 22-23											
Title	Years of Service										
	BASE	1	2	3	4	5	10	15	20	25	
Communication Officer	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22	\$20.22
Add for Years of Service	\$0.00	\$0.06	\$0.12	\$0.18	\$0.24	\$0.30	\$0.45	\$0.60	\$0.75	\$0.95	
Total Hourly Wage	\$20.22	\$20.28	\$20.34	\$20.40	\$20.46	\$20.52	\$20.67	\$20.82	\$20.97	\$21.17	
Museum Officer	\$22.06	\$22.06	\$22.06	\$22.06	\$22.06	\$22.06	\$22.06	\$22.06	\$22.06	\$22.06	
Add for Years of Service	\$0.00	\$0.06	\$0.12	\$0.18	\$0.24	\$0.30	\$0.45	\$0.60	\$0.75	\$0.95	
Total Hourly Wage	\$22.06	\$22.12	\$22.18	\$22.24	\$22.30	\$22.36	\$22.51	\$22.66	\$22.81	\$23.01	
Campus Officer I	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	\$23.43	
Add for Years of Service	\$0.00	\$0.06	\$0.12	\$0.18	\$0.24	\$0.30	\$0.45	\$0.60	\$0.75	\$0.95	
Total Hourly Wage	\$23.43	\$23.49	\$23.55	\$23.61	\$23.67	\$23.73	\$23.88	\$24.03	\$24.18	\$24.38	

*Part time Safety Officers will be hired at the full time Safety Officer's rate of hourly pay.*

### Years of Service January 1, 2020 - June 30, 2023

**Note:** "Add for Years of Service" was calculated using the following increments by years of service.

Title	Years of Service									
	BASE	1	2	3	4	5	10	15	20	25
Communication Officer	0.00	0.06	0.06	0.06	0.06	0.06	0.15	0.15	0.15	0.20
Museum Officer	0.00	0.06	0.06	0.06	0.06	0.06	0.15	0.15	0.15	0.20
Campus Officer I	0.00	0.06	0.06	0.06	0.06	0.06	0.15	0.15	0.15	0.20

# OBERLIN

COLLEGE & CONSERVATORY

OFFICE OF CAMPUS SAFETY

## APPLICATION/REQUEST FOR TIME OFF

---

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby request/make application for leave from my regularly scheduled duty on the following specific date(s):

VACATION:

\_\_\_\_\_

HOLIDAY/FLOATING HOLIDAY: \_\_\_\_\_

SICK LEAVE: \_\_\_\_\_

(Any sick leave due to injury received on the job requires filing an Accident Report with the Environmental Health and Safety Office and with HR.)

PERSONAL DAY(S): \_\_\_\_\_

BEREAVEMENT LEAVE: \_\_\_\_\_

LEAVE WITHOUT PAY: \_\_\_\_\_

(Requires authorization by Director of Security Campus Safety and Manager of Employee Relations)

TRAINING PROGRAM/SEMINAR REQUESTED (Title, Date, Location): \_\_\_\_\_

\_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Approved     Not Approved

\_\_\_\_\_  
Director's Signature

# OBERLIN

COLLEGE & CONSERVATORY

OFFICE OF CAMPUS SAFETY

## CONVERSION OF UNUSED SICK LEAVE INTO RETIREMENT ANNUITY ACCOUNT

Submit by August 30<sup>th</sup> each year  
(Please print or type)

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Head

FROM: \_\_\_\_\_

SUBJECT: Conversion of Unused Sick Leave into Retirement Annuity Account

---

In accordance with Section 9.04 of the Oberlin College/OCSA employment contract, I wish to convert sick leave not used during the previous fiscal year into my retirement annuity account.

I estimate that my overall balance is the equivalent of at least 20 days and that I have \_\_\_ days remaining unused from this year's allotment, which will entitle me to convert \_\_\_ days to my retirement annuity account (6 days maximum).

I understand that days which are converted will not be credited to my overall sick leave accumulation. The balance of days remaining after the converted days are deducted will be credited to my overall sick leave accumulation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

### Departmental Verification

Overall accumulation of \_\_\_\_\_ days and \_\_\_\_\_ days remaining from previous year entitle this employee to convert \_\_\_\_\_ days. Cash value which is to be converted: \$\_\_\_\_\_.

After verification:

cc: Controller's Office  
Department of Human Resources  
Employee

# OBERLIN

COLLEGE & CONSERVATORY

OFFICE OF CAMPUS SAFETY

## SHIFT ADJUSTMENT AGREEMENT

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Date: \_\_\_\_\_

I, \_\_\_\_\_, request to trade my  
\_\_\_\_\_ shift on the date of \_\_\_\_\_ (MM/DD/YY).

\_\_\_\_\_ has agreed to work my shift and in return I will work their  
\_\_\_\_\_ shift on \_\_\_\_\_ (MM/DD/YY).

This shift change is agreed to by the below listed parties:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Approval  
Days

\_\_\_\_\_  
Date & Time Logged on

# OBERLIN

COLLEGE & CONSERVATORY

## OFFICE OF CAMPUS SAFETY

### WAGE ADJUSTMENT FORM CROSS-TRAINED OFFICERS

TO: Director of Campus Safety

FROM: \_\_\_\_\_ Title: \_\_\_\_\_

DATE: \_\_\_\_\_

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On \_\_\_\_\_ I worked as a cross-trained officer performing the duty as a Campus Officer I / Campus Officer II / Museum Officer / Communication Officer (circle one). I worked from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. for a total of \_\_\_\_\_ hours. This time was worked as overtime duty/regular duty for the purpose of the following assignment/incident:

\_\_\_\_\_

I understand that days which are converted will not be credited to my overall sick leave accumulation. The balance of days remaining after the converted days are deducted will be credited to my overall sick leave accumulation.

---

Signature

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*Office Use Only*

\_\_\_\_\_ Department OT    \_\_\_\_\_ Patrol    \_\_\_\_\_ Special Event    \_\_\_\_\_

Other

\_\_\_\_\_ Non-Departmental: Billed to: \_\_\_\_\_ Acct.

# \_\_\_\_\_

**OCSA Recipient Request Form for Catastrophic Leave Form**

Date: \_\_\_\_\_

T#: \_\_\_\_\_

Requesting Employee Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Have you exhausted all sick leave, vacation leave, and paid time off?

Yes \_\_\_ No \_\_\_

I understand that by checking Yes, I am giving OCSA permission to use my name when requesting donations.

Yes \_\_\_ No \_\_\_

**Family and Medical Leave Act Forms must be completed and attached to this request.**

My signature below indicates I have read, understand and will comply with the guidelines requirements of this policy.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For OCSA Use Only:

Date received: \_\_\_\_\_

Date sent to Human Resources: \_\_\_\_\_

Processed by: \_\_\_\_\_

For Payroll Use Only:

Verification of all exhausted time:

Sick: \_\_\_\_\_ Vacation: \_\_\_\_\_ Personal: \_\_\_\_\_

Approved: \_\_\_\_\_ Number of days/hrs approved: \_\_\_\_\_

Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

\_\_\_\_\_

**OCSA Donation Request Form for the Catastrophic Leave Form**

Date: \_\_\_\_\_ T#: \_\_\_\_\_

Donor's Name: \_\_\_\_\_

Classification: \_\_\_\_\_ Phone Ext.: \_\_\_\_\_

Under the provisions of the Catastrophic Leave Donation Policy, OCSA members may donate vacation leave to another OCSA member who has exhausted their sick and vacation. Donated leave will be used to cover the employee's absence due to a qualifying family member's catastrophic illness/injury. You must have a total of five vacation days in your bank.

This is a voluntary program available to all OCSA employees.

**I would like to make the following contributions:**

You must use at least one full vacation day (8) and the total of vacation cannot exceed 40 hours.

Vacation Days/Hours \_\_\_\_\_ (Your Vacation time will be reduced)

(Must be at least 1 day - and total vacation cannot exceed 40 hours)

Recipient Employee Name: \_\_\_\_\_

According to the terms and provisions of the Catastrophic Leave Donation Policy, I understand that once the transfer has been completed by Payroll, I cannot revoke my decision. Should hours donated not be used, I understand that the Payroll Department will return the excess leave to the most recent donor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PAYROLL USE ONLY:**

Approved \_\_\_ Denied \_\_\_ Reason \_\_\_\_\_

Vacation Hours Donated: \_\_\_\_\_ Transfer Processed: \_\_\_ / \_\_\_ / \_\_\_

Comments: \_\_\_\_\_

OBERLIN COLLEGE SECURITY ASSOCIATION

140 W. College Street, Suite C, Office 70

Oberlin, Ohio 44074

**GRIEVANCE FORM**

For use at Step 2

*(Deliver to the Director of Campus Safety)*

Date Time: _____	Grievance #: _____
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Name of Grievant/Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Date Presented to Supervisor: \_\_\_\_\_ Supervisor's Initials: \_\_\_\_\_

Article(s) and/or Section(s) of the Agreement violated: \_\_\_\_\_

Statement of Facts: (must include specific dates, times, people involved, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Union Representative's Signature

-over, please-

OBERLIN COLLEGE SECURITY ASSOCIATION

140 W. College Street, Suite C, Office 70

Oberlin, Ohio 44074

**GRIEVANCE FORM**

Page 2

Date Time: _____	Grievance #: _____
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OCSA moves this grievance to Step 3.

REASON:

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\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Date

cc: Office of Campus Safety  
Department of Human Resources

**Article XIX – Continuation**

This contract shall be effective as of July 1, 2020, and shall be binding on the parties hereto until June 30, 2023, and shall be automatically renewed for successive periods of one (1) year each (July 1 to June 30) unless written notice of a contrary intention is served by either party on the other at least sixty (60) days before July 1, or any anniversary date thereafter. Negotiations shall be started within twenty (20) days after any such written notice has been received, or at such other date as mutually agreed by both parties.

Executed this \_\_\_\_\_, 2020.

**FOR THE OBERLIN COLLEGE  
SECURITY ASSOCIATION**

*Eara Baskin*  
*Emilio R. Quiñones*  
*Sherry Snider*  
*Danny Brown*  
*Chaettkhaver*  
*Laura Moudy*

**FOR OBERLIN COLLEGE**

*K. W. Smith*  
*Mark Matace*  
*Tom Schell*  
*[Signature]*