

**AGREEMENT BETWEEN OBERLIN COLLEGE AND OBERLIN  
COLLEGE OFFICE AND PROFESSIONAL EMPLOYEES•  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 792**

**Preamble**

This Agreement is made and entered into at Oberlin, Ohio, this 9<sup>th</sup> day of November, 2022, by and between:

Oberlin College, a non-profit educational Institution, its successors and assigns (hereinafter referred to as the “Employer” or “College”), and

Oberlin College Office and Professional Employees, Local 792 of the Office and Professional Employees International Union, its successors and assigns (hereinafter referred to as “OCOPE” or “Union), and shall be effective July 1, 2022 through June 30,2025.

**TABLE OF CONTENTS**

**Contents**

Preamble..... I

TABLE OF CONTENTS.....II

ARTICLE I - RECOGNITION..... 1

ARTICLE II – MANAGEMENT’S RIGHTS ..... 4

ARTICLE III – REPRESENTATION..... 4

ARTICLE IV – GRIEVANCE AND ARBITRATION PROCEDURE..... 4

ARTICLE V – SENIORITY..... 7

ARTICLE VI – PROMOTIONS, TRANSFERS AND JOB POSTINGS..... 8

ARTICLE VII – HOURS OF WORK..... 11

ARTICLE VIII – OVERTIME AND PREMIUM PAY..... 12

ARTICLE IX – SALARIES AND WAGES..... 13

ARTICLE X – VACATIONS..... 15

ARTICLE XI – HOLIDAYS, HOLIDAY PAY, AND WINTER SHUTDOWN ..... 17

ARTICLE XII – LEAVE OF ABSENCE WITHOUT PAY ..... 18

ARTICLE XIII – EMPLOYEE BENEFIT PROGRAMS..... 19

ARTICLE XIV – PAID SICK/PERSONAL, DISABILITY, MATERNITY, JURY AND WITNESS  
DUTY, EMERGENCY, AND BEREAVEMENT LEAVE..... 27

ARTICLE XV – ELIMINATION OF JOBS..... 33

ARTICLE XVI – RESIGNATIONS AND TERMINATIONS..... 36

ARTICLE XVII – NO WORK STOPPAGE..... 36

ARTICLE XVIII – NON-DISCRIMINATION..... 37

ARTICLE XIX – SEPARABILITY..... 37

ARTICLE XX – MISCELLANEOUS..... 37

ARTICLE XXI – DURATION OF AGREEMENT..... 39

OCOPE SALARY TABLES ..... 40

GRIEVANCE FORM ..... 45

STATEMENTS OF INTENT..... 46

MEMORANDUM OF UNDERSTANDING #2 ..... 47

MEMORANDUM OF UNDERSTANDING #3 ..... 48

MEMORANDUM OF UNDERSTANDING #4 ..... 49

MEMORANDUM OF UNDERSTANDING #5 ..... 50

MEMORANDUM OF UNDERSTANDING #6 .....	51
MEMORANDUM OF UNDERSTANDING #7 .....	52
MEMORANDUM OF UNDERSTANDING #8 .....	53
MEMORANDUM OF UNDERSTANDING #9 .....	58
MEMORANDUM OF UNDERSTANDING #10 .....	59
MEMORANDUM OF UNDERSTANDING #11 .....	60
ADDENDUM B – CATASTROPHIC LEAVE PROGRAM.....	61

## **ARTICLE I - RECOGNITION**

### 1.00 Dignity and Respect

The parties acknowledge the following fundamental understandings:

1. The Employer and the Union agree to cooperate with one another in efforts to assure efficient operations to serve the needs of the College and to meet the highest standards in such service.

2. It is their mutual aim to act at all times in such a manner as to treat all employees of the College with dignity and respect and resolve issues of concern in a timely manner.

3. The Employer agrees to work closely with the Union, through the Union Representatives, the Shop Stewards and the established Committees to explore all reasonable means to help employees enjoy success on the job and benefits accrued under the Collective Bargaining Agreement.

1.1 The Employer recognizes OCOPE as the sole and exclusive bargaining representative for all full-time and regular status part-time Administrative Assistants including limited term positions, but excluding all faculty, service employees, student help, extra or temporary employees, administrative and professional employees, employees in such other positions as mutually agreed to, guards and supervisors as defined in the National Labor Relations Act, as amended, and up to ten (10) confidential employees, i.e., those Administrative Assistants regularly employed in the following offices and who have access to confidential information:

- (a) Office of the President of the College (one (1) Confidential Administrative Assistant),
- (b) Office of the Dean of Students (one (1) Confidential Administrative Assistant),
- (c) Division of Finance and Administration (eight (8) Confidential Administrative Assistants), Three (3) in the Office of Vice President for Finance  
Five (5) in the Department of Human Resources

No bargaining unit position will be lost because of this section.

1.2 All employees of the Employer covered by this Agreement shall, as a condition of employment, pay to OCOPE either the membership dues and fees established by OCOPE. or the non-member fair share fees determined by OCOPE, except that for employees hired during the term of this Agreement, the obligation to pay membership dues or nonmember fees shall commence on the 31st day of their employment.

1.3 The Employer shall deduct Union initiation or other authorized fees, membership dues or non-member fair share fees described in Section 1.2 monthly upon receipt of a

deduction authorization form and shall forward same to OCOPE monthly with a list of those from whom deductions were made, provided that any employee shall have the right to revoke such deduction authorization after one (1) year or at the termination date of the collective bargaining agreement between the College and OCOPE which is in force at the time of the authorization by giving thirty (30) days written notice. Such deduction authorization shall be automatically renewed for one (1) year or for the period of each succeeding applicable collective bargaining agreement between the College and OCOPE, whichever is shorter, unless revoked in writing by the employee at least thirty (30) days prior to the end of each successive year or the applicable collective bargaining agreement between the College and OCOPE. This deduction authorization shall be automatically revoked upon termination/secession of the employee with the College.

1.4 The Employer retains the right to hire temporary or extra employees as dictated by the work needs and requirements, provided:

1.4(a) Temporary employees shall be defined as those employees hired to replace employees in classified positions who are on approved leave. If the absent employee does not return to work at the end of the agreed upon leave, the position shall be posted and filled according to the provisions in this Agreement.

1.4(b) Extra employees shall be defined as those employees hired for short term, non-continuing positions and such employees shall not be used by the Employer to fill the need for regular status employees or otherwise abridge the rights and benefits accrued to employees covered by this Agreement, and shall not be hired for a period longer than eight (8) months, unless by mutual agreement to the contrary between the College and the Union. If the work continues for a period longer than eight (8) months, that work must be assigned to a classified Administrative Assistant(s), or the position shall be classified, posted and filled according to the provisions of this Agreement, unless by mutual written agreement between the College and the Union to the contrary. It is agreed that the eight (8) months for vacancies begins at the time the position becomes vacant. In the event OCOPE files a grievance concerning an extra employee performing bargaining unit work beyond the eight (8) month deadline without OCOPE's written approval, the resolution of such grievance (whether by settlement or by arbitration award) shall include the Employer paying OCOPE Fifty Dollars (\$50.00) per day for each day (including partial days) an extra employee performs bargaining unit work beyond the eight (8) months deadline, absent OCOPE's written approval. OCOPE, in its sole discretion, may waive all or part of this penalty without establishing a precedent for future similar grievances. In the event such position is filled temporarily before being posted, no non-bargaining unit employee temporarily filling the position may be considered overqualified internal candidate(s) who are qualified (as defined in Section 6.2(d)) for the position when posted. The money paid by the College would be placed into the OCOPE training fund and shall roll over from year to year if not used.

1.4(c) Limited Term Positions (LTP) shall be defined as those positions not normally continuing more than three years. An initial need or further extension beyond three years shall be subject to discussion and agreement with OCOPE. Such agreement shall not be unreasonably withheld.

1.4(d) Limited Term Positions shall not be used by the Employer to fill the need for regular status employees or otherwise abridge the rights and benefits accrued to employees covered by this agreement.

1.4(e) Limited Term Employees (LTE) shall be defined as new employees hired specifically for a limited term position defined in section 1.4 (c).

1.4(f) Employees other than LTEs who successfully bid on LTPs shall be considered a temporary transfer for the term of the position and shall be allowed to return to their previous position, if vacant, or placed in a comparable vacant position (i.e. in the same pay group or higher) when the LTP ends provided they meet the minimum qualifications for that position. Such employees retain all rights under the collective bargaining agreement.

1.4(g) The Union and the employee shall be notified thirty (30) days before any budget actions are taken or anticipated to adversely affect the funding sources of the position.

1.4(h) Should funding for a LTP end prior to its anticipated duration, an LTE shall receive two-week's notice or two weeks' pay in lieu of notice and all rights under 15.11, 15.12, 15.13, 15.15, 15.16, and 15.17.

1.4(i) With the exception of those sections enumerated in Section 1.4 (h) above, Article 15 will not be applicable to limited term employees.

1.5 The College agrees to supply the Union with the name, address, salary, job title and classification, and the date of hire of all non-probationary employees covered by this Agreement. That information will be supplied to the Union for all new employees covered by this Agreement by copy of the letter of appointment. Thereafter, the Union shall be notified of all status changes, (e.g., hiring, cessation and displacement of employment, transfer, decrease or increase of an employee's FTE), pursuant to the terms of this Agreement. The College shall immediately notify OCOPE upon notice of the resignation or retirement of any bargaining unit member. Further, the College shall supply to the Union the name, job title, location of department of employment, and date of hire of all temporary and extra employees who perform regular status bargaining unit work. All forgoing information shall be sent electronically to OCOPE within forty-eight (48) hours of the event at [OCOPE@oberlin.edu](mailto:OCOPE@oberlin.edu), or such other location as OCOPE provides to the College in writing.

1.5(b) At the end of each fiscal year, Oberlin College shall supply a list of each department with all hours and positions worked by an extra.

1.6 The College shall not use volunteers, absent OCOPE agreement, to perform work that would erode the bargaining unit.

1.7 The College shall continue to provide to OCOPE a space for four (4) filing cabinets in the cage space in the basement of the Service Building. The space currently assigned to and occupied by OCOPE shall continue to be exclusive to OCOPE. The College shall continue

providing to OCOPE: storage space exclusively for OCOPE's use, and non-exclusive conference room space, and access to the College's secured network.

## **ARTICLE II – MANAGEMENT'S RIGHTS**

It is agreed that the Employer will have the sole right to determine all matters not expressly restricted by this Agreement, its attachments, and the National Labor Relations Act, including, but not limited to, the right to plan, direct and control the affairs of the College, hire, suspend, transfer or discharge for just cause, increase or decrease the workforce, determine the hours of operation and reasonable requirements of work, to require an employee to undergo drug and alcohol testing in accordance with MOU # 8, and otherwise operate the College in a manner that will enhance the goals of the institution.

## **ARTICLE III – REPRESENTATION**

3.1 For the purpose of committee representation and/or collective bargaining, the Employer recognizes a negotiating committee consisting of not more than seven (7) persons designated by OCOPE.

3.2 Unless otherwise agreed in writing, the members of the negotiating committee shall serve until negotiations have been concluded, irrespective of their terms of office.

3.3(a) In scheduling meetings for the purpose of securing professional advice, OCOPE shall, to the extent possible, keep within a framework causing minimum interference with the regular working schedules. If it is necessary for such meetings to take place during the regular working day, the Negotiating Committee shall receive their usual pay for the working time involved for the purpose of securing professional advice for a maximum of four meetings during the negotiation sessions. Overtime pay will not be available for time spent during such meetings.

3.3(b) Such securing of professional advice shall extend to matters other than contract negotiations, but shall also be limited to four (4) meetings during any contract year.

3.4 Meetings between the Employer and OCOPE for the purpose of collective bargaining and other business shall be scheduled during the normal working day. Such participants shall receive their usual pay for the working time involved. Such meetings may, by mutual agreement of the Employer and OCOPE, continue to take place outside the regular working day.

3.5 The Union shall provide as much reasonable notice as is possible to supervisors when employees exercise their rights under Article III.

## **ARTICLE IV – GRIEVANCE AND ARBITRATION PROCEDURE**

4.1 A grievance is defined as any difference or dispute between the Employer and employee or the Employer and OCOPE as to the interpretation, application, or alleged violation of any of the provisions of this Agreement or any other matters pertaining to the Employer-employee relationship.

4.2 For the purposes of this Article, “working day” means any day other than Saturdays, Sundays, and holidays.

4.3 Any matter not presented for grievance within twenty-five (25) working days after the employee and/or the 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.

4.4 In the event of illness, vacation, or other authorized absence of any party necessary to the resolution of the grievance, the time limitations specified above in this Article shall be suspended until the party concerned returns to campus, provided that no such suspension shall exceed thirty-one (31) calendar days.

4.5 Prompt resolution of grievances is in the best interest of both parties and all adjustments shall be made in accordance with the procedure herein set forth.

**Step I:** If any employee or OCOPE believes they have a justifiable grievance, it shall be discussed with their steward and/or their immediate supervisor or department head, who may elect to have another member of the Administrative and Professional Staff present, excluding a person from offices that may participate in subsequent steps of the grievance procedure. In presenting their grievance to the supervisor or department head, the employee shall be entitled to be accompanied by their steward or a member of the grievance committee as they choose, at a time to be set during working hours by the supervisor or department head. Such meeting shall be held within one (1) working day after it is requested by the employee. The supervisor or department head shall have three (3) days to provide an oral response to the employee.

**Step II:** If the matter is not disposed of satisfactorily in Step I and the employee and/or OCOPE wish to appeal, the employee or OCOPE shall, within three (3) working days after such Step I response, reduce the grievance to writing, on the form attached to this contract as Exhibit 2, sign it and file one (1) copy with (a) the grievance committee; (b) the supervisor; (c) the department head, if different from the supervisor; and (d) the Manager of Employee and Labor Relations (or functional equivalent if there is an administrative re-organization after the effective date of this Agreement- “Manager of Employee and Labor Relations”). The department head will answer the grievance in writing within five (5) working days of its receipt with copies to the grievance committee, supervisor, and Manager of Employee and Labor Relations. Mistakes or omissions on the grievance form will not be grounds for rejection or claim of technical default of a grievance by the College or the Union.

**Step III:** If the grievance is not settled within five (5) working days after it is filed in writing in Step II, then within five (5) working days thereafter the employee and/or OCOPE may appeal the grievance to the Manager of Employee and Labor Relations. The grievance committee may modify or amend the written grievance before appeal to the Manager of Employee and Labor Relations. The Manager of Employee and Labor Relations will schedule a meeting with the OCOPE grievance committee within ten (10) working days of the appeal to Step III. The meeting shall occur within ten (10) working days following the



scheduling of such meeting. A Professional Representative employed by the Union may be present and participate at any meeting at the Step III level and beyond. The parties recognize 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 Manager of Employee and Labor Relations by the grievance committee at Step III without resort to Steps I and II. The Manager of Employee and Labor Relations shall notify the grievance committee in writing of their decision within ten (10) working days of the Step III meeting. The grievance committee shall notify any particular employee involved in the grievance of the Manager's decision.

**Step IV:** If the grievance committee is not satisfied with the disposition of the matter by the Manager of Employee and Labor Relations under Step III, they may within ten (10) working days of the Manager of Employee and Labor Relations' written answer appeal to 4th step for a final attempt to settle the grievance before referring the dispute to final and binding arbitration. The Chief Human Resources Officer (or functional equivalent if there is an administrative re-organization after the effective date of this Agreement- "Chief Human Resources Officer") shall schedule a meeting with the OCOPE Grievance Committee to be held within twenty (20) working days of the appeal to Step IV. The Chief Human Resources Officer shall provide a written response to the Step IV meeting within twenty (20) working days. Failure to submit such response within this time-frame shall constitute a granting of the grievance and the remedy sought therein.

Notice of appeal to arbitration by OCOPE must be submitted to the Chief Human Resources Officer in writing within twenty (20) working days of the Step IV written answer (or Step III answer if Step IV is not used). Failure to appeal the grievance to arbitration within this timeframe shall constitute a waiver of OCOPE's right to appeal such grievance to arbitration. No later than ten (10) working days after OCOPE serves the Chief Human Resources Officer with written notice of its intent to appeal a grievance to arbitration, OCOPE shall file a request with the Federal Mediation and Conciliation Services for an arbitration panel, and an arbitrator will then be selected under the labor arbitration rules and procedures of the Federal Mediation and Conciliation Services ("FMCS").

4.6 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.

4.7 Each party shall bear the expense of its own representative and witnesses at the arbitration, provided that if the arbitrator finds in favor of the grievant(s), the arbitrator may, at their sole discretion, include as part of the award payment to the grievant(s), all or part of salary lost while attending the arbitration hearings scheduled for the convenience of the Employer during the grievant's regular working hours. The expense of the arbitrator or any mutually agreed upon expenses, such as a court reporter or any other expenses of the arbitration, shall be shared equally by the Employer and OCOPE.

4.8 All time limits herein contained can be extended or modified by mutual agreement between the Employer and OCOPE.

4.9 All sexual harassment grievances and grievances covered by the College's Sexual

Misconduct Policy shall automatically be referred to Step III of the grievance procedure.

4.10 In the event the National Labor Relations Board defer to the parties' grievance and arbitration procedure an alleged violation of Sections 8(a)(1) or 8(a)(3) of the National Labor Relations Act, the arbitrator selected by the parties to decide the related grievance shall be authorized to decide the deferred allegations.

## **ARTICLE V – SENIORITY**

5.1(a) Seniority shall, for all purposes, begin with the date of hire into the bargaining unit and shall continue to accrue so long as the employee is in continuous service with the Employer.

5.1(b) Continuous services with the Employer is broken when for more than three (3) months the employee does not work for the Employer or is not on an authorized leave of absence. Seniority shall continue to accrue so long as the employee maintains regular status.

5.1(c) Regular status is defined as working a regular schedule of a minimum of .36 FTE in a position designated for at least nine (9) months per fiscal year or .40 FTE in a position designated for longer than nine (9) months per fiscal year. Seniority shall continue to accrue during such period of time as, at the convenience of the employer, an employee is re-scheduled to work less than the respective regular status schedule. Notwithstanding the foregoing, an employee who works less than nine (9) months may be classified as a regular status employee by mutual agreement between the Union and Employer.

5.1(d) No regular status employee shall work on a continuing basis for less than the minimum FTE hours per week for the respective position unless mutually agreed to by the Employer and OCOPE.

5.2 An employee transferred or promoted to a job outside of the bargaining unit covered by this Agreement shall retain their previously accrued seniority while outside of the bargaining unit. Upon returning to the bargaining unit, said employee shall have full credit for all previous years of service prior to the time the employee left the bargaining unit.

5.3 Employees who are scheduled to work for at least nine (9) months per fiscal year are not considered to have their continuous service interrupted by virtue of their not working during the summer months.

### 5.4 Probationary Employees

5.4(a) New employees are considered to be probationary for the first sixty (60) days of employment actually worked; continuation of employment during the probationary period shall be at the sole discretion of the Employer, and not subject to the grievance procedure. Probationary employees shall be eligible for holidays and employee benefit programs described in Article XIII and Article XIV on the same basis as other employees with the same classification. During such new hire probationary period, employees will be evaluated and

OCOPE and the employee will receive a progress report by their fortieth (40th) day actually worked.

5.4(b) The probationary period, once past, shall be considered part of the employee's accrued seniority. At the end of the probationary period, an employee who has worked in a temporary or extra capacity shall be credited with seniority for each week of fifteen (15) or more hours worked during the preceding twelve (12) month period. The total of such additional seniority shall not exceed six (6) months.

5.5 Termination of Seniority – The following acts or conditions shall result in termination of seniority:

5.5 (a) Discharge for just cause,

5.5 (b) Voluntary quitting of employment,

5.5 (c) Overstaying leave of absence without justification or permission of the Employer, except due to conditions beyond the control of the employee,

5.5 (d) Absence for three (3) consecutive working days without notice to supervisor or department head, except due to conditions beyond the control of the employee,

5.5(e) Continuous layoff or leave for a period greater than three (3) years.

5.6 Layoff - A layoff is defined as a temporary suspension of employment for a specified or indefinite period of time caused by lack of available work or the need for operating economies as determined by the Employer.

5.7 Continuation of Seniority During Leaves of Absence Without Pay – Seniority credit shall not accrue during leaves of absence without pay except for leaves of absence for disability, sickness and maternity for which seniority shall accrue up to twelve (12) months inclusive. However, 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 Employer within the times specified after expiration of the leave of absence.

5.8 The Employer shall grant seniority increases according to Exhibit I. For employees not actively at work, all seniority adjustments will be made upon return to work as an active, paid employee, in accordance with Article 5.7.

## **ARTICLE VI – PROMOTIONS, TRANSFERS AND JOB POSTINGS**

6.1(a) To assure that job opportunities are made known to current employees, the Employer shall, before filling any new or vacant regular bargaining unit position, provide written notice of that new or vacant position to all employees covered by this Agreement. Such written notice with respect to jobs within the bargaining unit covered by this Agreement shall be by individual written notice to each employee covered by this Agreement, and shall be simultaneous with any public announcement of job vacancies. E-mail is sufficient to meet the

requirement of written notice. Any member not at work must request in writing, with specific dates, to have postings sent to their permanent address.

6.1(b) The College shall not fill a vacancy with an extra because of failure to post the position in a timely (no greater than eight (8) months) manner. The College agrees to exercise good faith and due diligence in posting vacant bargaining unit positions prior to the utilization of section 1.4 (b).

6.1 (c) The College will make extra and part-time work available to qualified and available part-time bargaining unit employees. Employees who have notified the Human Resources Department of their interest in working additional assignments and OCOPE will be notified of all such work. Employees whose hours are increased for more than thirty (30) days shall be eligible for a temporary increase in FTE. Benefits will be increased accordingly for the duration of the increased FTE, excluding tuition remission (the calculation of the tuition remission benefit shall be governed by section 13.1(f) 4 & 5.)

6.2(a) Current employees shall be allowed a minimum of ten (10) working days from the date of receipt of notice for a new or vacant position sent to each individual bargaining unit member's Oberlin email address in which to apply for a new or vacant position. Current employees may apply for a new or vacant position for as long as the posting remains open, provided, however, if they apply beyond the ten (10) working day window, they shall be treated in the same manner as an LTE or outside applicant.

6.2(b) Employees will not be eligible for promotion or transfer until twelve (12) months from initial date of hire, unless mutually agreed between the College and OCOPE.

6.2(c) Excluding employees covered in 6.2 (b), the Employer agrees that qualified employees within the bargaining unit who timely apply within the ten (10) working day window period will be given the vacancy before any LTE or outside applicant. Non-bargaining unit employees working in a vacant position as a temporary or extra employee will not be considered for the position when there is an internal applicant who timely applies and meets the minimum qualifications for that position; such position shall be awarded to the internal candidate regardless of the knowledge, training and experience gained by a temporary or extra employee while working in the position.

6.2(d) If one or more employees covered by this Agreement applies for a new or vacant bargaining unit position as described above, and one or more of the employee-applicants is or are qualified for such new or vacant position, that position will be awarded on the basis of qualifications and seniority, with emphasis on qualifications. The parties to this Agreement recognize the necessity to hire the most qualified applicant, but in those cases where applicants have the same relative qualifications, the job will be awarded based on seniority. "Qualified" shall be defined based upon objective criteria as possessing the necessary skills and abilities as contained in the job description to satisfactorily perform the required work after a reasonable training and/or orientation period. In making its determination concerning qualifications, the Employer, through the HR Department, shall consider an applicant's proficiency on software applications that correlate to the software applications on the job description.

6.3 Before promoting or transferring an employee to a new or vacant position, the Employer may use any reasonable means to determine such employee's qualifications for the position, including, but not limited to, interviewing and testing. All qualified internal applicants will be granted an interview for such position.

6.3(b) The Employer will discuss with the Union the need for, testing conditions and general content of any test, and passing score prior to posting the position and prior to administering the test. When a test is to be administered, notice will be given in the job posting. The Union shall be notified of any new or updated tests and given sufficient opportunity to take the test and confer with the College before it is included in a job posting.

6.3(c) An employee who applies for another position at the College may request that their current or former supervisor not be contacted as a reference. The College shall make such an option available on its application forms. The College shall honor an employee's request not to have their current or former supervisor contacted for a reference unless and until the employee is identified as a finalist for the position.

6.3(d) All OCOPE employees applying for a new position will be subject to skills testing for the new position if the last test taken by the employee is more than two (2) years old.

6.4 Promoted or transferred employees shall not be required to remain in their former positions more than fifteen (15) working days. If the College needs the Employee to remain in their current position longer than fifteen (15) working days, the employee will be paid at the higher hourly rate if the new position's rate is higher.

6.5 The Employer must determine within twenty (20) working days after the transfer or promotion whether or not the transferred or promoted employee is qualified to discharge the duties and responsibilities of the new position. Such determination shall rest exclusively with the Employer subject to the grievance and arbitration procedure and shall be made not later than the employee's twentieth (20th) working day, with written notice to the employee thereof and to OCOPE. An employee determined to be unqualified shall resume their former position or in such case where the former position has been eliminated, to an equivalent position at the previous rate of pay with no loss of work during the transfer period.

6.6 A transferred or promoted employee shall have the option during the first twenty (20) working days in the new position to resume their former position or in such case where the former position has been eliminated, to an equivalent position at the previous rate of pay, provided that written notice of intention to exercise this option shall be given to the Employer no later than the twentieth (20th) working day.

6.7 No one shall be placed in an Administrative Assistant position unless an application has been filed in the Department of Human Resources and they have been referred to the position by the Department of Human Resources.

6.8 Employees who have attained seniority adjustments shall maintain such adjustments

when promoted or transferred to another position. An employee who is transferred into a position in a lower rate range shall be slotted into the closest monetary value step adjustment of the lower rate range. An employee who is promoted, transferred or reclassified to a position in a higher rate range shall be slotted into the step adjustment of the higher rate range that pays at least fifty dollars (\$50) per month more than the employee's previous salary, within five dollars (\$5).

6.9 During the term of this agreement, the Parties agree to review the classification system for any needed updates.

6.10 Supervisors will contact Human Resources and schedule every new bargaining unit employee for benefits enrollment during the employee's first week of employment.

## **ARTICLE VII – HOURS OF WORK**

7.1(a) Thirty-seven and one-half (37.5) hours shall constitute a regular full-time work week.

7.1(b) One thousand nine hundred and fifty (1,950) hours shall constitute a regular full-time work year.

7.1(c) A regular status employee is one who is scheduled to work at least .36 FTE in a position designated for at least nine (9) months per fiscal year or .40 FTE in a position designated for longer than nine (9) months per fiscal year. Notwithstanding the foregoing, an employee who works less than nine (9) months may be classified as a regular status employee by mutual agreement by the Union and Employer.

7.1(d) A full-time employee is one who is scheduled to work at least .75 FTE.

7.2 Determination of the daily and weekly work schedule shall be made by the Employer. Such schedule may be changed to suit varying conditions of the Employer provided that changes deemed necessary by the Employer should be made known to the employees involved no later than noon on Friday (except in cases of emergency) preceding the work week the scheduled change is to occur.

7.3(a) One paid fifteen (15) minute rest period shall be provided for all employees during each three (3) hour consecutive work period.

7.3(b) Employees may occasionally combine breaks and/or lunch with leave usage for emergencies and sick leave. Rest periods may not be saved to extend lunch period or to shorten the work day on any regular basis. Employees may not work through entire lunch periods to shorten the work day on any regular basis.

7.4 The Employer shall permit members of OCOPE to attend regular monthly meetings of OCOPE, one (1) day per month between 12:00 noon and 1:30 p.m.

**7.5 Remote Work: Administrative assistants who meet the criteria set forth in the College's remote flexible work policy (Remote-Flexible Work Policy Sections 3(A)(2) and**

**3(C) shall be eligible to perform duties of their position which can be performed remotely when authorized through the RFWP approval process. This policy will not be changed without sufficient notification to OCOPE.**

**ARTICLE VIII – OVERTIME AND PREMIUM PAY**

8.1 The employee’s basic hourly rate shall be computed by dividing the employee’s designated annual salary by one thousand nine hundred and fifty (1,950) hours.

8.2 Overtime work shall be compensated at one and one-half (1.5) times the employee’s basic hourly rate for hours paid in excess of thirty-seven and one-half (37.5) hours per week. Vacations, bereavement, emergency time, holidays, and personal time shall be considered as time worked for the purpose of computing overtime. Sick time will not be considered as time worked or paid for the purposes of computing overtime except in bona fide emergency (as determined by the College, **e.g. accident or injury**).

8.3 Employees who work overtime may, if mutually agreed between the employee and supervisor, be given flex time off from their regular work schedule within the same pay period in lieu of additional compensation. It is understood that flex time off shall be equivalent to the appropriate time and one-half.

8.4 Administrative Assistants who are employed on a continuous or temporary schedule which deviates significantly, as defined herein, from the normal daytime schedule, shall be paid a premium pay in addition to their pay. For full-time employees the premium pay shall be sixteen dollars (\$16) per week; part-time employees shall receive a prorated amount.

8.4(a) A regular work schedule shall be considered to deviate significantly from the normal daytime schedule if it requires:

1. A split shift of two (2) or more days per week; or
2. That thirty percent (30%) or more of the total weekly hours be worked after 5:00 p.m. on weekdays, and/or 12:00 noon on Saturdays, and/or any part of Sunday.

8.4(b) A split shift is defined as a schedule in which two (2) or more segments of work in a day are separated by a break of more than two (2) hours.

8.4(c) If mutually agreed between the Employer and the Union, the split shift premium requirement may be waived to meet special circumstances. Administrative Assistants working at the request of the College for more than a five (5) day work-week shall be eligible for premium pay as specified in 8.4 above.

8.5 An employee who is required by their supervisor to perform work when not regularly scheduled to work will be paid in the employee’s next regularly scheduled paycheck for the time actually spent (other than if a de minimis amount of time) on

that work. If an employee is called out or back to work at the College, the employee will be compensated for a minimum of four (4) hours. If called out to work on designated paid holiday, an employee shall receive their regular holiday pay plus additional pay for a minimum of four (4) hours at one and one-half (1.5) times the employee's basic hourly rate. If called out to work on non-designated paid holiday during Winter Shutdown, an employee shall receive a minimum of four (4) hours at one and one-half (1.5) times the employee's base hourly rate.

8.6 The Payroll Office shall provide time sheets or electronic time sheets (web-time entry) designed to indicate overtime, vacation, sick, personal, holiday time and premium pay. The College shall in the future provide an electronic system whereby OCOPE employees will record their time. Implementation of an electronic system will include: 1) Selecting a representative test group to be used for testing; 2) Performing a parallel payroll test; and 3) Confirming the success of the payroll test. OCOPE and the College must mutually agree on each of the above steps and the College will only implement web-time entry after all three steps have been completed. If the College seeks to make any change to this system or how OCOPE employees interface with this system, it shall notify OCOPE of the proposed change, test that change and upon request will negotiate the change with OCOPE prior to implementation.

Employees will record their time within the current time keeping system by the Sunday prior to the Friday payroll. If the employee is unable to do so, the employee will notify their supervisor first before contacting HR Payroll personnel if the employee's supervisor is unavailable. Payroll personnel will enter the time for payroll processing if the supervisor is unavailable.

An employee will be allowed to enter information remotely regarding the employee's time for purposes of payroll processing when the employee is not on campus due to vacation, illness, or other approved absence from work.

The College may require direct deposit upon reasonable notice, but only so long as direct deposit is at no cost (by either Oberlin or employee's financial institution) to the employee.

## **ARTICLE IX – SALARIES AND WAGES**

### 9.1 Across-the-Board Wage Increases

- Effective **July 1, 2022**, a general increase of **two percent (2.00%)** shall be granted to employees' contractual wage rates. See Salary chart (Exhibit 1-A).
- Effective **January 1, 2023**, a general increase of **one percent (1.00%)** shall be granted to all employees' contractual wage rates and included in Exhibit 1-B, reflecting such granted increase.
- Effective **July 1, 2023**, a general increase of **two percent (2.00%)** shall be granted to all employees' contractual wage rates and included in Exhibit 1-C, reflecting such granted Increase.
- Effective **July 1, 2024**, a general increase of **two percent (2.00%)** shall be



granted to all employees' contractual wage rates and included in Exhibit 1-B, reflecting such granted increase.

**Additionally, each member shall receive lump sum bonus payments (payable on or before July 31 of the applicable year) in the following amounts:**

- **7/1/2023: \$500**
- **7/1/2024: \$250**

9.1(a) Exhibit 1 shall be maintained with the following examples of understanding of its application and use under the provisions of the Agreement:

A. All step adjustments, numbers two through six, are yearly anniversary adjustments, and all movement beyond step six thereafter shall also be anniversary adjustments and/or reviews, with employees then slotting into the appropriate positions up to their longevity merit maximum (25+ years).

B. An employee who is promoted, transferred or reclassified to a position in a higher rate range shall be slotted into the step adjustment of the higher rate range as follows:

1) If the employee slots into one of the first five steps, they would then continue to move through the appropriate step adjustments. After the employee has reached the step six adjustment and the employee's length of service would normally put them into the longevity merit range, the employee shall then be slotted into the first longevity merit range step adjustment and, thereafter, additional longevity merit range step adjustment each year until they reach the longevity merit range step which corresponds to their actual seniority as an Administrative Assistant at the College.

2) If the employee slots into one of the longevity merit steps, then they will receive additional longevity merit range step adjustments each year until they reach the longevity merit range step which corresponds to their actual seniority as an Administrative Assistant at the College.

C. All new hires will be paid no higher than the Base Rate of the respective classification except in cases where employee experience, training or market value warrants a higher pay rate.

9.2 Adjustments in salaries and wages shall be made at the sole discretion of the Employer subject to the negotiated increases in effect during the term of this Agreement. No salary increases shall be given to any employee who exceeds the salary limits as set forth in this Agreement.

9.2(a) The Union and the employee shall be provided copies of all salary step, anniversary increases, and any reclassification adjustments.

9.3 Placement of an employee within the classification system shall be subject to the grievance/arbitration system as described in Article IV.

9.4 Merit increases shall be paid in accordance with an evaluation and review procedure devised by the Employer in consultation with OCOPE.

9.5 The Timing of the Payment of wages::

(a) Effective January **13, 2023**: Employees shall be paid bi-weekly. The pay period will end on every other Sunday with payday being on the following Friday. Deductions **from pay** (union dues, health savings account contributions, and employee contributions for-ancillary benefits - vision, dental, life, LTD and LTC insurance) will be withheld **on a pro-rated basis from each pay.**

(b) If the College permits a payroll advance, it will occur at the College's sole discretion, and would occur on a non-precedent setting basis.

(c) If the College makes an error to the employee's detriment, the College will correct the error and make the employee whole as soon as reasonably possible, further, if the error is \$200.00 or more, then it shall be corrected no later than the next business day following the College's confirmation of the error.

(d) Employees who are paid their annual salary over the course of twelve (12) months shall have their deductions for Employee Benefits Programs deducted from their pays as set forth above. Employees who are not in twelve (12) month positions shall have their deductions for Employee Benefits Programs for months they do not work deducted from their first pay after they return to work at their full schedule.

9.6 Where a payroll error has occurred affecting an employee's payroll, all affected employees shall be notified immediately of the error, its ramifications, corrective actions, and timelines for said actions. In that instance, a schedule for repayment shall be established with the employee. The payment schedule shall be reduced to writing and a copy provided to the employee and the union.

The schedule for repayment will be based on the repayment being made by the end of the Fiscal Year or Calendar Year. Depending on the overpayment amount the repayments will be spread over the Fiscal Year of the Calendar Year. Each overpayment error will be reviewed with the employee, payroll, and the Manager of Employee and Labor Relations to determine the repayment amount to be deducted each pay. Any arrangement shall not be onerous to the employee.

## **ARTICLE X – VACATIONS**

10.1 Administrative Assistants shall be entitled to vacation with pay according to the following schedule: ·

10.1(a) Earned vacation allotments are issued annually on July 1.

After 1st and 2nd years of service- ten (10) working days (two (2) weeks).

After 3rd and 4th years of service- fifteen (15) working days (three (3) weeks).

After 5th year of service- twenty-two (22) working days (four (4) weeks and two (2) days).

10.1(b) Administrative Assistants who are employed on a regular full-time work year shall be entitled to 100% of the above schedule.

10.1(c) Administrative Assistants working fewer hours than the regular work week or year shall be entitled to the above vacation schedule with pay prorated based on the actual scheduled hours of the previous year.

10.1(d) Employees who have not yet completed a full year of service as of June 30th will be eligible for vacations as earned, prorated on the regular full-time work year.

10.2 Vacations may 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 a twelve (12) month appointment must take their vacation within the stipulated appointment period. No unused vacation may be carried over from one year to another unless approved in writing by the Manager of Employee Relations, who shall consult with the employee's supervisor and who shall not unreasonably decline such approval, however, in no event shall the carryover exceed seventy-five (75) hours, and such carryover shall be used by the first day of classes or the end of August, whichever is earlier. If the carryover is not timely used, then it shall be forfeited. The Employer shall not require the employee to use vacation time for sick, personal, bereavement, or winter shutdown.

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

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

10.5 Employees who have been laid off or on approved leave of absence and return to work shall not accrue vacation during the leave of absence or period of layoff.

10.6(a) The right to allotment of vacation period is exclusively reserved to the Employer in order to insure orderly operation of the College. Every reasonable effort will be made to accommodate the employee's preferences. The College agrees to grant or deny vacation requests in a timely manner (generally within ten (10) working days). If no response is received within the ten (10) working days, the employee may so notify in writing the Manager of Employee and Labor Relations or their designee. The vacation request shall be deemed granted, unless the Manager of Employee and Labor Relations or the College denies the request in writing within five (5) working days of receipt by the Manager of Employee and Labor Relations.

10.6(b) Employees with at least one (1) year of service shall be permitted up to 50% of

their vacation to care for an employee's family member or domestic partner during illnesses, emergency medical appointments, parent-teacher conferences, unscheduled school closing or school functions. This leave need not be consecutive and may be used in hourly increments. If an employee's need for leave is foreseeable, the employee shall provide the Employer reasonable prior notice of requested leave. Such requests shall not be unreasonably denied.

10.6(c) In the event of schedule conflicts between two (2) or more employees, preference will be given to the employee with greater seniority. Employees shall submit their request to utilize this seniority privilege at least ten (10) working days in advance.

10.6 (d) The College agrees that if an approved vacation is rescinded, verified, pre-paid expenses that are not reimbursed or recoverable due to the rescission will be paid by the College. Payment will be made upon submission and following confirmation of the verifiable receipts.

## **ARTICLE XI – HOLIDAYS, HOLIDAY PAY, AND WINTER SHUTDOWN**

11.1 The following days shall be regarded as paid holidays for employees:

Christmas Day  
New Year's Day  
Martin Luther King Jr. Day  
Memorial Day  
**Juneteenth**  
Independence Day  
Labor Day  
Thanksgiving Day  
**Day after Thanksgiving**

In the event any of the above holidays falls on Sunday, it will be observed on the following Monday; if the holiday falls on a Saturday, it will be observed on the preceding Friday. Two (2) additional holidays off shall be designated by the College during winter shutdown.

11.1(b) Part-time employees shall be paid for a holiday equal to the total number of regularly scheduled hours worked in a week, divided by five (5); provided, however, if the employee thereby is paid less on the holiday than the hours the employee would be otherwise scheduled to work, the employee may, at the employee's option, make up the difference either by working the lost hours on another mutually agreed upon day within two weeks of the holiday, or by using available vacation, personal, or sick bank hours; alternatively, the employee may elect to not make up the difference.

11.2(a) One Fall Break Day and One Spring Break Day may be taken by an employee at a time mutually agreed upon by the employee and the supervisor.

11.2(b) In lieu of one of the additional days off recognized in Section 11.2 (a), the

employee may designate the day following Thanksgiving Day, or a religious holiday as their day off. Additional days off will be scheduled on the same basis that vacation is scheduled and approved. Employees will schedule these days in advance and will be guaranteed at least one of these days off with seniority being the determining factor, the same as vacation.

11.3(a) The College will observe a winter shutdown between December 24 and January 1, inclusive. No regular status employee shall be scheduled for work during this period, with exception for departments whose work dictates an operational necessity for Administrative Assistants to work during this time.

11.3(b) The employee may elect to use their vacation, spring and/or fall holiday, allotted winter shutdown days as provided in Section 14.1 (b), or allotted personal days as provided in Section 14.1 (a) or not be paid for those days not covered during this period by Section 11.1. During a leap year, employees in active pay status on February 29th shall be allotted an additional Winter Shutdown day during the calendar year in which it is earned.

11.3(c) Any employee who is requested to work on a non-designated holiday during the winter shutdown shall be paid one and one-half (1½) times their regular rate of pay. Employees who are requested to work on a designated holiday as defined in Section 11.1 shall be paid in accordance with the provisions of Section 11.4.

11.4 An employee who is required to work on a designated paid holiday shall receive their regular holiday pay plus additional pay for the hours actually worked on the holiday at one and one-half (1.5) times the employee's basic hourly rate.

## **ARTICLE XII – LEAVE OF ABSENCE WITHOUT PAY**

12.1 An employee, upon written request, shall be granted a leave of absence by the Manager of Employee and Labor Relations for legitimate personal reasons. Whenever practical, such requests should be submitted at least three months in advance. Such leave of absence shall be without pay and shall not normally be granted for a period of more than one (1) year. Requests for an extension of a leave of absence shall be filed with the Manager of Employee and Labor Relations in writing no later than thirty (30) days prior to the end of the original leave, unless otherwise agreed by the Manager of Employee and Labor Relations. Requests for leaves of absence or extensions thereof shall be submitted through the employee's department head who shall forward same to the Manager of Employee and Labor Relations.

12.2 An employee on a leave of absence without pay may, upon request, continue participating in the employee benefit programs described in Article XIII, provided that the period of absence does not exceed two (2) years 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.

12.3 Employees with one (1) or more years of seniority shall be entitled to leaves of absence of up to one (1) year. Employees with less than one (1) year of seniority shall be

entitled to leaves of absence of up to six (6) months. An employee on an approved leave of absence shall be entitled to resume their former position at the end of the leave. Reasonable notification will be required from the employee requesting such leave along with a specific date for return from such leave. At the option of the Employer, an employee may return from such leave prior to the specifically expressed date.

12.4(a) **Long term union leave:** A leave of absence for Union professional opportunity of not more than twelve (12) months shall be granted upon request to no more than one (1) regular status employee during each contract year. Such employee must have not less than one (1) year seniority at the time of the requested leave and must request such leave in writing to the Manager of Employee and Labor Relations not less than thirty (30) days in advance. Following termination of the leave, the employee shall be returned to their former position.

12.4(b) **Short Term Union Leave:** A leave of absence for union professional opportunity of not more than five (5) working days shall be granted upon request to no more than four (4) regular status employees during each contract year, provided at least ten (10) working days notice is given.

12.5 **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:

12.5(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.

12.5(b) The option to use paid sick/personal, or vacation time during a designated FMLA leave shall remain exclusively with the employee. However, consistent with Article 14.3, if the employee is on a short term disability leave, the employee is required to first exhaust sick and personal leave before the College pays for the applicable percentage of salary continuation for the remainder of that leave.

12.6 The Catastrophic Leave Policy, attached as Addendum B, shall apply to all bargaining unit members.

### **ARTICLE XIII – EMPLOYEE BENEFIT PROGRAMS**

13.1 Subject to the terms of applicable insurance policies and this agreement, Administrative Assistants are eligible to participate in the following employee benefit programs:

13.1(a) **TIAA CREF Retirement Annuity.** Upon completion of one (1) year of service on regular status and attainment of age twenty-six (26), the Employer shall contribute an amount equal to the percentages set forth below of the employee's base salary into a retirement annuity for the employee in accordance with the terms and age brackets as of the effective dates set forth below. The employee may make supplementary contributions to the annuity on a voluntary basis; however, it is mandatory to enroll in this plan to be able to do so. Subject to applicable laws and regulations, such supplementary contributions by an employee may, if the employee so elects, be treated as deferred income for tax purposes.

For the period through December 31, 2020, regular status Administrative Assistants who make contributions to the retirement annuity in accordance with the schedule that follows shall be entitled to a matching contribution by the College. The College will match employees' contributions in one-half percent (1/2 %) increments, up to the percentages specified for the age groups listed below. Such contribution will be calculated and paid based on the employee's regular salary excluding overtime.

Effective January 1, 2023:	
Employee Age	College Contribution
Age 26-34	5% on base salary
Age 35-44+	8% on base salary
Age 45-54	10% on the first \$100,000 of base salary; 8% on base salary over \$100,000
Age 55+	12% on the first \$100,000 of base salary; 8% on base salary over \$100,000

**Current OCOPE members who are less than 35 years of age, and thus will be negatively impacted by adding an additional age tier, will be paid a stipend up to the age of 35. The stipend will be the equivalent of the loss in TIAA employer contributions. Said employees are not obligated to direct their stipend dollars to TIAA retirement.**

The College shall cease making base plan or matching contributions for employees upon resignation, termination, or retirement. **Any OCOPE employees receiving a stipend who change employee classification (i.e., OCOPE to A&PS) will have their stipend cease.**

13.1(b) Group Life and Accident Insurance. Regular status Administrative Assistants may participate in the Group life and Accident Insurance Program of the College. This Program shall provide basic term life insurance coverage of one times the employee's annual base salary for Administrative Assistants. The full cost of this coverage shall be paid by the Employer. In addition, optional coverage shall be available that provides insurance in \$10,000 increments up to a maximum of \$500,000. The entire premium cost of this optional coverage shall be paid by the employee.

In the case of accidental death or dismemberment, this Program provides, during active employment, but not during retirement, an amount of additional insurance equivalent to the amount of the Employee's life insurance coverage.

Regular status Administrative Assistants may participate at their own cost in the Personal Accident Insurance Plan.

13.1(c) Group Health Insurance. Subject to the terms of the Plan and/or Master contracts and this agreement, Administrative Assistants may participate in the Oberlin College Health Plan B and Consumer Driven (High Deductible) Health Plan ("CDHP") **on the same terms and conditions as existed at the time this CBA becomes effective, with no changes to either Plan.**

**1) Effective January 1, 2023, the College will eliminate its Health Plan B, but will continue to offer the CDHP to OCOPE members on the same costs and other terms and conditions that are offered under its current CDHP including, specifically, an HSA contribution that is equal to 75% of the current deductible for each respective plan tier. These costs and other terms and conditions shall remain the same through December 31, 2023; thereafter, any changes to the CDHP will be consistent with the plan terms and conditions that are offered to all other plan participants, and any such changes during the term of the Agreement will be made only after discussion and consultation with OCOPE. This discussion shall occur at least 30 days prior to open enrollment.**

2) Spousal Coordination of Benefits: A spouse/partner employed elsewhere and eligible for employer- sponsored medical coverage must carry single coverage with their own employer.

Clarification-- Spousal coordination of benefits

Employee spouses and domestic partners who are employed by employers other than Oberlin College must enroll in the health insurance program made available through their employer if an employer- sponsored group health plan is available when certain conditions are met.

A spouse is required to participate in their employer-sponsored health care plan if:

- 1) the spouse has access to continuous (i.e., non-seasonal) group health coverage through their employment, and
- 2) the employer contributes at least 50% of the premium.

If these conditions are met, your spouse must enroll in the employer's health care plan regardless of the cost of coverage or the level of benefits provided. If your spouse is eligible for coverage through their employer and does not take that coverage, they are not eligible for coverage under the College plan.

If your spouse is self-employed and does not have access to group health coverage, or if your spouse is not working or is not eligible for coverage through their employer, then they are eligible to participate in Oberlin College's health plan. If your spouse must wait until an open enrollment period to enroll for coverage under their employer's plan, they are required to enroll in the employer's plan during its next open enrollment period. In the meantime, your spouse will be eligible to participate in the College's plan.

You will also need to complete a statement indicating whether your spouse is eligible for other employer-sponsored healthcare coverage. You will be asked to certify that your spouse has coverage and to provide information about that coverage, or to certify that your spouse's employer does not offer medical coverage. Your spouse's employer will also need to verify eligibility and enrollment. If you do not respond or are untruthful, your spouse's health care will be terminated, and you and/or your spouse will be liable for any overpaid claims. If a spouse's employer-sponsored coverage status changes any time during the year, the employee is obligated to report this change to Human Resources within 30 days of the change in insurance if the spouse



has any healthcare coverage from the College.

The costs of healthcare premiums for College employees shall be deducted on a pre-tax basis as permitted by law. *Anticipated costs for drugs, doctor visits, and other non-covered healthcare expenses may also be included in your flexible spending account. This account offers a significant savings to employees.*

\*When used in this document, the term spouse includes domestic partner.

3) A Joint Health and Wellness Committee shall be established. The Committee shall be made of an equal number of representatives from management and OCOPE. The Committee shall consider such topics, to include but not limited to: issues concerning healthcare benefits cost containment, such as implementing mandatory mail order prescriptions where applicable, prescription formulary review, step therapy, quantity limitations regarding certain prescriptions, and membership education. Recommendations from this Committee shall be taken to the Oberlin College President for serious consideration.

#### 4) OBERLIN HEALTH PLANS

##### A. Oberlin Health Plan B (PPO)

Oberlin College agrees that the following premium contributions, co-payments, benefits and services will not change **through December 31, 2022. Effective January 1, 2023, this Plan will no longer be available.**

##### A. Incentive Rates:

Effective January 1, 2020:

Single: 3.00% of monthly gross

Employee+ 1 child: 3.20% of monthly gross

Employee+ spouse/DP--secondary: 3.40% of monthly gross Employee+ spouse/DP--primary:  
4.80% of monthly gross Family--secondary: 3.90% of monthly gross

Family--primary: 5.35% of monthly gross

Effective January 1, 2021, regardless of the final cost share, the Incentive annual deductibles and annual out-of-pocket maximums for the Oberlin College Health Plan B shall be as follows:

Annual Deductibles:

In-network: \$330 single/\$660 family

Out-of-network: \$660 single/\$1,320 family

Annual Out-of-pocket Max:

In-network: \$ 1,650 single/\$3,300 family Out-of-network: \$3,300 single/\$6,600 family

The co-payment for prescription drugs:

For the duration of the agreement, continue a tiered drug benefit, for retail and mail order with mail order being defined as a 90-day supply:

Retail:

Co-pay by tier \$0/\$10/\$50/\$75 (generic preventive/generic/preferred brand/non-preferred brand)

Mail Order:

Co-pay by tier \$0/\$20/\$100/\$150

Definition of generic preventive, generic, preferred brand and non-preferred brand are predesignated by the current Pharmacy Benefit Manager.

The co- payment for physician, Emergency Room and Urgent Care visits: primary Care

Physician \$30

Specialist Physician \$40 Emergency Room care \$105 Urgent Care \$30

Coinsurance:

90%/10% in-network 65%/35% out-of-network

## **B) Consumer Driven Health Plan (CDHP)**

If Oberlin College offers better terms and conditions with respect to such coverage to any other Oberlin College employee, those same better terms and conditions shall automatically be applied to OCOPE members. **The current terms and conditions of the plan for January 1, 2023 through December 31, 2023 include the following:**

Single: 1.75% of monthly gross

Employee+ spouse/DP: 3.50% of monthly gross Employee+ child(ren): 3.50%% of monthly gross

Family: 4.50% of monthly gross

Medical Coinsurance:

In-network: 80% plan/20% employee

Out-of-network: 60% plan/40% employee

Preventive Care Coinsurance:

In-network: 100% plan/0% employee Out-of-network: Not covered

Annual Deductibles:

In-network: \$2,000 single/\$3,000 Employee + spouse/DP or employee + child(ren)/\$4,000 family

Out-of-network: \$4,000 single/\$6,000 Employee + spouse/DP or employee + child(ren)/\$8,000 family Annual

Out-of-pocket Max:

In-network: \$4,000 single/\$6,000 Employee + spouse/DP or employee + child(ren)/\$8,000 family

Out-of-network: \$8,000 single/\$12,000 Employee + spouse/DP or employee +

child(ren)/\$16,000 family

Health Savings Account Employer Annual Funding (75% of deductible)

Single: **\$1500**

Employee+ spouse/DP: **\$2,250** Employee+ child(ren): **\$ 2,250** Family: **\$3,000**

**A health reimbursement account (HRA) is an employer-funded health benefit used to reimburse employees who are enrolled in the CDHP, but who are not eligible to enroll in the HSA (i.e., if they are also covered by Medicare). The College will provide the same amount of annual funding into the HRA accounts as HSA accounts, and unused balances will roll over year-to-year. However, the IRS only permits employers to contribute to HRA accounts and they are not employee-owned like HSA accounts. Thus, when members leave employment or disenroll from the CDHP plan, the HRA funds are forfeited.**

The (CDHP) prescription drugs coinsurance rates:

The tiered drug benefit, for 30 -day supply and 90-day supply of maintenance drug(s):

Retail (up to 30 days' supply):

Preventive Maintenance **Drugs (Generics and Brand Name)** Drugs: 100% plan/0% employee

Generics: 80% plan/20% employee after deductible

Preferred brand drugs: 80% plan/20% employee after deductible

Non-preferred brand drugs: 80% plan/20% employee after deductible

90 Days' Supply (Mail order and/or Retail 90)

Preventive **Drugs (Generics and Brand Name)**: 100% plan/0% employee

Generics: 80% plan/20% employee after deductible

Preferred brand drugs: 80% plan/20% employee after deductible

Non-preferred brand drugs: 80% plan/20% employee after deductible

**All amounts spent out of pocket, including amounts spent for** prescription drugs, apply towards the annual deductible. Prescription drugs and other covered medical expenses will be paid 100% by the plan after reaching the out-of-pocket maximum.

Definition of preventive, generic, preferred brand and non-preferred brand are designated by the current Pharmacy Benefits Manager. **A brief chart of services covered (including those covered at no charge) can be found on the Oberlin College Human Resources website, under Benefits/ Prescription Drug Coverage.**

If the College offers any new health plan not currently offered to any College employees, the College shall also make that health plan available to OCOPE bargaining unit members on the same terms and conditions as it is offered to others.

**5) Family members who are covered by an Oberlin College Health Plan by virtue of court order will be covered consistent with the Plan.**

6) Administrative Assistants are eligible to participate in the Oberlin College Early Retirement Health Benefit Plan (RAMP) and can be insured under the Oberlin College Retiree Health Plan subject to the same terms and conditions as other College employees.

To be eligible for enrollment in a retiree health plan, the employee must be insured under an Oberlin College Health Plan at the time of retirement.

**13.1 (e) Long Term Disability Insurance.** Administrative Assistants who are less than age 69 1/2 are eligible for disability income insurance which provides security against prolonged disability resulting from either an accident or illness. Disability income payments under the plan are equal to 60% of the employee's "regular base salary" as defined in the plan, and commence six months after the employee becomes disabled. The benefits continue for as long the employee remains "totally disabled", as defined in the plan. The College will provide a materially equivalent substantive benefit to the benefit provided as of January 1, 2016, unless there is a change in industry standards, in which case the College will provide OCOPE with a minimum of 90 calendar days' written notice regarding any potential changes and will bargain about those potential changes prior to implementation.

13.1 (f) Children's Tuition Benefit

1. After two (2) years of employment with the College, all full-time regular status Administrative Assistants shall be eligible for a tuition scholarship plan for children according to the following provisions:

a. A child who is admitted to Oberlin College shall be entitled to attend the College tuition-free.

b. Administrative Assistants shall be eligible for participation in the GLCA Tuition Remission Exchange Program and shall be subject to all the terms and conditions of participation set forth in the GLCA Tuition Remission Exchange Agreement and Guidelines between Oberlin College and GLCA member institutions, as well as any amendments or modification thereof. No provision of this collective bargaining agreement shall be construed to otherwise limit the rights of the College with respect to its administration of and/or continued participation in the program, except as expressly set forth herein. Bargaining unit members shall be responsible for the entire GLCA Participation Fee.

c. If the College withdraws from the GLCA, or the GLCA ceases to exist, the College will increase the Children's Scholarship Program for Administrative Assistants from 20% of Oberlin's tuition to 50% of Oberlin's tuition in effect at the time of payment, or the GLCA tuition, whichever is less, for any student attending a GLCA college.

2. After five (5) years of employment with the College, a child of such full-time regular status Administrative Assistant who attends an accredited undergraduate private institution, state institution, out-of-state institution, or community college shall be entitled to tuition benefits of twenty percent (20%) 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. Any employee hired prior to November 10, 2010 shall retain eligibility for this benefit after two

(2) years of continuous service.

3. After ten (10) years of employment with the College, a child of such full-time regular status Administrative Assistant 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.

4. The children of part-time, regular status Administrative Assistants shall be eligible for the tuition benefits provided for in this section on a pro-rata basis.

5. Provided however, if an employee is reduced through no fault of the employee, then the employee's tuition benefits shall be provided at the rate prior to the reduction for a period of one year from the date of the reduction or two semesters, whichever is greater.

6. The above benefits shall be administered in accordance with the eligibility, general provisions, and administration provisions of the Oberlin College tuition scholarship plan.

13.1(g) The College shall offer eligible employees a Flexible Spending or Health Savings Account ("FSA" or "HSA"), voluntary vision insurance, voluntary dental insurance, voluntary long term care insurance and spousal tuition remission under the same terms and conditions extended to Faculty and A&PS. If the College offers more favorable terms for such benefits to non-bargaining unit employees, the College shall immediately extend the more favorable terms to OCOPE employees.

13.1(h) The College will continue to offer an option of free parking.

13.2 The "applicable insurance policies" referred to in Section 13.1 above include, but are not necessarily limited to, the following master policies and any successors thereto, and any rules or regulations issued thereunder:

- 13.2 (a) Group Life and Accidental Death and Dismemberment Insurance- current provider
- Personal Accident Insurance - current provider
- Effective January 1, 2005 - Health insurance- Oberlin College Health Plan B

13.2(a) The Employer agrees to maintain its present tuition remission program for employees in the bargaining unit. A spouse or same gender domestic partner may take one course per semester at Oberlin College, following all the rules in place for employees to take a course. A spouse/partner may not prevent a student or an active employee from taking a course.

13.3(a) Administrative Assistants who have left the employ of the College by reason of age-based retirement may participate in the College's employee tuition remission program pursuant to the following:

In addition to the guidelines established by the Program:

1. The Employee Tuition Remission Program is available to retired Administrative Assistants only, not to members of their families;
2. No student will be excluded from any class in favor of a Retiree;
3. No current employee of the College will be excluded from any class in favor of a Retiree.

13.4 The College will provide a training fund to facilitate opportunities for job-related training for bargaining unit members, as set forth by the committee in the training guidelines. 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. \$4,000 will be made available on July 1st of each fiscal year. Any amount remaining at the end of a fiscal year (June 30) will be forfeited. Unused funds will not roll over to the next year. The training committee shall be comprised of two members from OCOPE and two representatives from Human Resources/Finance. Decisions will be made by consensus and the guidelines will be reviewed on an annual basis. Training fund documents will be updated to reflect funds are permitted to be used for travel.

The College will take into consideration an employee's participation in the training programs provided pursuant to this section in analyzing the qualification of applicants under 6.2 (d).

13.5 If the College offers retiree healthcare to any other employee group, it shall offer retiree healthcare to the OCOPE bargaining unit on the same terms and conditions.

#### **ARTICLE XIV – PAID SICK/PERSONAL, DISABILITY, MATERNITY, JURY AND WITNESS DUTY, EMERGENCY, AND BEREAVEMENT LEAVE**

14.1 Administrative Assistants shall be entitled to twelve (12) working days of paid sick/personal leave usable for any purpose other than vacation, during the fiscal year as follows:

14.1(a) All twelve (12) working days or ninety (90) hours maybe used as paid sick or personal leave at one hundred percent (100%) of the employee's base hourly salary. Appropriate arrangements should be made in advance with the employee's supervisor to take personal time. The College will provide employees at the beginning of the fiscal year with the use of the full amount of sick/personal time to which they are entitled during the fiscal year.

14.1(b) Up to three (3) working days or twenty-two and one-half (22.5) hours may be used as paid winter shutdown days for those days of the winter shutdown period not covered by Section 11.1.

14.1(c) Administrative Assistants with at least eight (8) days remaining in their annual sick and personal leave allotment, will, upon request, receive cash payment for unused days according to the following schedule.

12 days (100%) remaining in annual allotment-cash payment for 4 days (33.3%)

10 or more days (83.3%) remaining in annual allotment - cash payment for 3 days (30%)

8 or more days (66.7%) remaining in annual allotment - cash payment for 2 days (25%)

Employees may request the College to convert the value of such days into their retirement annuity account in lieu of receiving cash payment according to the following schedule. Requests for such conversions must be made within sixty (60) days after the close of the fiscal year, must be paid into the regular retirement annuity accounts to which the College makes retirement contributions, and must be made in accordance with the requirements of the Oberlin College Retirement Plan, the Employee Retirement Income Security Act of 1974, and the eligibility requirements stipulated in section 13.1 (a).

12 days (100%) remaining in annual allotment - cash payment for 5 days (41.7%)

10 or more days (83.3%) remaining in annual allotment - cash payment for 4 days (40%)

8 or more days (66.7%) remaining in annual allotment - cash payment for 3 days (37.5%)

For employees with at least 98 days of banked sick leave as of July 1 of a fiscal year, such employees may request the College to convert the value of their annual sick and personal leave allotment into their retirement annuity account according to the following schedule (in lieu of the schedule reflected above for all other employees):

12 days (100%)	7 days
10 or more days (83.3%)	6 days
8 or more days (66.7%)	5 days

Employees working less than a full-time work week or year will be paid on a prorated basis as referenced by the above percentages.

All unused days not paid in cash or converted to the employee's retirement annuity account will be credited to the employee's sick leave accumulation.

Those days in the annual allotment designated by the employee as paid winter shutdown days shall be treated as "unused days" for purposes of calculating their cash payment under this section.

14.1 (d) Administrative Assistants working fewer hours than the regular full-time work week or year shall be entitled to the foregoing paid sick and personal leave on a prorated basis.

14.1(e) Sick leave may be accumulated from one year to another, up to a maximum of one

hundred twenty (120) working days. Banked sick leave may be used for sickness and not for vacation or non-emergency personal leave. Vacation pay may be substituted for personal absences when current sick/personal leave days have been exhausted and personal leave is noted on the timesheet. At retirement, however, payment will be made for a maximum of one hundred (100) days in accordance with Section 14.2

14.1(f) The College and OCOPE agree to the following plan to administering sick/personal time for probationary employees:

- 1) All new employees shall be entitled to three days of sick/personal time which may be used during probation.
- 2) The actual time available is to be prorated for employees working less than full time.
- 3) The balance of the sick/personal time that employees will be entitled to for the fiscal year will be available for their use upon successful completion of the probationary period. **(Ex: If a probationary period overlaps with the start of a new fiscal year, then upon completion of the probationary period, the employee will receive 9 additional sick days for the following year.)**

14.1(g) The College will continue for the duration of the current contract its practice of providing employees at the beginning of the fiscal year with the use of the full amount of sick/personal time to which they are entitled during the fiscal year.

14.2(a) Upon termination of employment for any reason other than justifiable cause for immediate discharge, an employee with less than ten (10) years of service shall be entitled to fifty percent (50%) payment for accrued unused paid sick/personal leave up to a maximum of twelve (12) working days; an employee with ten (10) years of service or more shall be entitled to fifty percent (50%) payment up to a maximum of thirty (30) working days. Employees retiring at age 62 or older shall be entitled to one hundred percent (100%) payment for accrued unused paid sick/personal leave up to a maximum of one hundred (100) working days. No such payment shall be made to an employee who voluntarily leaves the services of the Employer unless the employee has provided their supervisor at least two (2) weeks written notice of their intention to resign.

14.2(b) All employees who terminate employment with the College will have their final paychecks adjusted to cover the value of any sick/personal time to which they are not entitled because they have not worked the entire fiscal year.

14.3 Disability. After an employee's paid sick/personal leave benefits are exhausted, continuation of the employee's salary or wages during periods of disability shall be under the following plan:

14.3 (a) Administrative Assistants will be eligible for disability income insurance pursuant to the plan which provides security against prolonged disability resulting from either an accident or an illness as follows:

14.3 (b) Short-Term Disability: Coverage for up to six months as shown in subsection (c) below



after providing sufficient medical certification of disability. The College may outsource the insurance and administration of the short-term disability at its own cost. In that event, the third-party administrator will process all applications, verify disability, approve or deny the application and determine the duration of the paid benefit. The College will be bound by the third party's decision and that decision will be final after any employee appeals have been exhausted. If the College chooses to self-administer the benefit, the employer has a right to seek a second opinion with regard to the initial disability determination, the length of any such leave, and/or the employee's fitness to return to work or remain off of work. The employer may out-source the second opinion to the third-party provider which provides coverage or is the Third Party Administrator, in which case the employer will be bound by that determination. If the employer does not out-source the second opinion and the second opinion conflicts with the opinion of the employee's physician, then the employee and the employer shall mutually agree upon a third physician, whose decision shall be final. The College will pay for the cost of the third physician's services. The employer shall follow its standard procedure whereby any such second opinion (and if applicable, third opinion) shall be provided only to the HIPAA Officer. The Officer shall advise the employee's supervisor only of the employee's restrictions, if any, and the employee's expected date of return or that the employee will not be returning to work.

14.3(c) Salary continuation after accrued sick days are exhausted shall be administered on the following basis:

1. One hundred percent (100 %) full salary for:
  - a. twenty (20) working days for all non-probationary employees with less than ten years of service,
  - b. twenty-five (25) working days for all non-probationary employees with ten years or more of service,
  - c. three (3) additional working days for each year of service.
2. Sixty percent (60%) of regular salary for:
  - a. balance of the six (6) month waiting period.
3. An employee who has exhausted their sick leave, and is using leave in accordance with this section, if released by a physician to return to work on a reduced schedule, shall be allowed to subsidize their work hours with their remaining short-term disability benefit.

14.3 (d) Part-time employees shall be entitled to accumulate unused pro rata sick leave up to a maximum of one hundred (100) working days and shall be covered under the provisions of the six (6) month disability plan.

14.3 (e) Long-Term Disability. When an eligible employee remains disabled from an accident

or illness, the plan will provide a monthly income of sixty percent (60%) of their base monthly salary. Benefit payments will begin after one hundred and eighty (180) days of short-term disability and continue for as long as the employee remains disabled as defined in the plan. To be eligible for long-term disability insurance, employees must have a completed the form on file. The College will work with the employees to ensure this form is completed and on file.

14.3 (f) An employee on disability leave for one (1) year or less shall be returned to their former position without loss of pay (including receiving any contractual increases) or seniority. An employee on disability leave continuously for more than one (1) but less than three (3) years may return to work in a vacant, similarly situated position for which the employee is qualified, if the employee so desires or to any vacancy for which the employee is qualified. The one year starts at the time STD began.

14.3 (g) While on medical leave the employee normally should not be on campus. The employee shall not engage in any activity which is inconsistent with the medical leave, and, in any event, may the employee engage in work for which the employee is paid where the employee did not engage in such work prior to the granting of the medical leave.

14.4 Maternity Leave Policy. An employee shall be granted upon request a leave of absence on account of pregnancy, subject to the following provisions:

14.5(a) As soon as possible after an employee's physician confirms a pregnancy, the employee shall provide the Department of Human Resources with a statement from their physician setting forth the expected date of birth, their opinion of whether they can continue to work and, if so, how long they may continue to work. In addition, the employee shall make a written request to the Manager of Employee and Labor Relations for maternity 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.

14.5(b) The employee shall be permitted to continue to work for so long as their physician certifies in writing that the employee can perform the duties of their job. When the employee is no longer able to work, she shall be entitled to receive two (2) calendar months for maternity leave at their regular rate of pay.

14.5(c) Two (2) additional months may be taken without pay for the birth or adoption of a child. The College will continue to maintain coverage of health benefits for one (1) month during this period. Coverage for the second month is subject to the usual arrangements for continuation of benefits during an unpaid leave.

14.5 (d) If additional leave of absence without pay is granted, in no event shall the duration of the employee's total maternity leave exceed twelve (12) months. The employee shall be entitled to participate in all benefit programs under the conditions set forth in Section 12.2.

14.5(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 14.3 as it applies to their current rate in their employment classification.

14.5(f) No loss of seniority or any penalty will be imposed upon an employee for maternity leave of up to twelve (12) months.

14.6 An employee's request for two (2) months of paid adoptive child care leave without loss of seniority shall be granted. Requests should be made in writing to the Manager of Employee and Labor Relations as early as possible.

14.7 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 Manager of Employee and Labor Relations.

14.8 Jury and Witness Duty. In cases where the employee is not a party to the litigation, the Employer shall pay an employee called for jury duty or subpoenaed as a witness, the employee's regular base salary for the working time lost thereby, less the amount received for such jury duty service or witness appearance. Prior to receiving such pay from the Employer, the employee shall furnish to the Employer evidence from the court of such jury duty or witness appearance and the amount paid to them by the court.

14.9 Emergency situations and inclement weather. Inclement weather or another emergency situation condition exists (e.g., blizzard, power failure, unsafe working conditions, **communicable disease or pandemic outbreak as determined by the College**) that prevents an employee from reporting to work, the employee shall be eligible to use sick (including taking from the employee's sick leave bank in lieu of using sick leave) or vacation leave at the employee's option to compensate for hours not worked **or worked at home on tasks when authorized through the approval process set forth in the College's RFWP (Sections 3(A)(2) and 3(C)).** If an employee is scheduled to report to work, but if inclement weather or another emergency situation or condition exists whereby the Employer closes all or a part of the College where the employee works, the employee shall have the option to remain at work all or a portion of the employee's remaining time that day **or work remote when authorized in accordance with the RFWP,** and, to the extent the employee does not remain at work, shall be allowed to use sick (including taking from the employee's sick leave bank in lieu of using sick leave) or vacation paid leave for the remainder of the employee's work day. Where an employee has exhausted all available benefit time, or for newly hired staff who do not yet have benefit time available to them, an advance against future benefit allocation maybe requested. Alternatively, an employee may opt to not be paid for the time not worked.

14.10 Bereavement. Employees shall be allowed three (3) days bereavement leave without loss of pay in the event of death in the immediate family, which shall be limited to employee's spouse or same sex partner, parents, step-parents, siblings, grandparents, children and grandchildren, as well as the parents, grandparents or children of the employee's spouse/partner. If seeking paid administrative bereavement leave, documentation must be provided. In addition, employees shall be allowed to utilize up to three (3) days sick leave for extended family. For the purposes of this section a domestic

partner's relatives shall be treated as spousal equivalents. In the event of death of an employee's spouse/partner, or child, an additional two (2) days of unpaid bereavement leave will be granted.

## **ARTICLE XV – ELIMINATION OF JOBS**

15.1 If, in the judgment of the Employer, the economic situation or other circumstances require the elimination of a job, the Employer shall place the displaced employee (whether displaced by job elimination or bumping or involuntary reduction of FTE) in another job within the College using the following outline:

15.1(a) Seniority shall prevail in a reduction of force or recall. In applying the following procedures, a probationary employee, extra employee, or temporary employee shall be removed prior to removing or replacing a non-probationary employee, if such removal creates a vacancy that the regular employee could perform in accordance with Article 15.1 (b).

15.1(b) A displaced employee shall: (i) be given a list of all vacant bargaining unit positions (i.e. bargaining unit positions for which no bargaining unit employee has accepted the College's offer to fill); and (ii) be permitted to meet with any supervisor of any vacant position for which the employee is qualified to discuss the position, the requirements and duties of the position, as well as any other terms and conditions regarding the position prior to applying for the position.

A displaced employee shall be transferred to another position in the following order:

1. To any vacant position with the same FTE that the College intends to fill, provided, however, if there is a vacant position with a different FTE, the employee may voluntarily agree to choose such position. As determined by the Employer, using objective criteria, placement is conditional upon the ability of the displaced employee to meet the requirements listed in the job description for such position, and the employee can reasonably perform the duties of the position within the fifteen (15) working day orientation period.
2. If no such vacancies exist, or if the displaced employee does not meet such requirements, they may bump the least senior employee in a position in the same paygroup with the same FTE, or the least senior employee in a lower pay group in a position with the same FTE, provided the employee meets the requirements listed on the job description and the employee can reasonably perform the duties of the position within the fifteen (15) working day orientation period.
3. If no such vacancies exist, or if the displaced employee does not meet such requirements, they may bump the least senior employee in a position in the same pay group with a different FTE, or the least senior employee in a lower pay group with a different FTE. As determined by the Employer, placement is conditional upon the ability of the displaced employee to meet the requirements listed in the job description for such position, and the employee can reasonably perform the duties of the position within the fifteen (15) working day orientation period.

15.1(c) In the event of a reduction of force, a displaced employee will be given the opportunity to meet those requirements of vacant positions. When the displaced employee's test score is lower than desired (but at least 50% of the total score) and meets all the requirements of a position, the employee shall be interviewed for the position.

15.1(d) The displaced employee will have three (3) business days to review and identify the positions for which they would like to meet with the supervisors. The displaced employee shall have one (1) business day after the last such meeting to select a vacant position or the College may place the employee in one of the vacant positions identified by the employee. Positions not identified for a meeting with the supervisor may be offered to and filled by less senior displaced employees.

15.2 No removed employee shall suffer a loss in the hourly wage upon accepting another assignment, in accordance with section 15.1 (b), section 1. If such assignment is a downgrade, the employee shall be "red circled" (remain at the hourly rate in effect prior to layoff) and receive all step increases and contractual increases for the term of their employment or until the employee otherwise successfully bids into another position. An employee who is red circled and working in a lower classification will be required to make best efforts to return to their previous pay grade. Failure to do so will result in the employee's wages being adjusted to the pay for the position they are in, utilizing the transfer rate, at the end of the recall period.

No removed employee shall suffer a loss in the hourly wage upon accepting another assignment, in accordance with section 15.1 (b) sections 2 or 3. If such assignment is a downgrade, the employee shall be "red circled" (remain at the hourly rate in effect prior to layoff) and receive all step increases and contractual increases for the duration of their recall period or until the employee otherwise successfully bids into another position before the duration period ends. An employee who is red circled and working in a lower classification will be required to make best efforts to return to their previous pay grade.

15.3 Notification of recall shall be made by telephone and certified mail to the employee's address of record with the Department of Human Resources. A copy of such notification shall be given to OCOPE. If the employee does not respond to certified mail within five (5) working days of receipt, the employee's name shall be passed over until the next vacancy occurs or until their recall rights have expired.

15.4 Recall rights (including FTE) shall apply for three (3) years.

15.5 Seniority shall not be affected by layoff. The seniority of the employees hired on the same day will be determined by lottery drawn in the presence of the union and the employer.

15.6 Non-bargaining unit employees shall not be used to replace the need for regular bargaining unit employees during any period when bargaining unit employees who are qualified to perform the available work are laid off or in reduced FTE as a result of layoff with recall rights as defined in 15.4. Non-bargaining unit employees may be used to replace the need for regular bargaining unit employees only when a classified employee is on authorized leave.

15.7 In the event of a force reduction, the elimination of a job, or any other occurrence whereby a non- probationary employee may be permanently severed from the College except for just cause or voluntary resignation, the Employer shall provide written notice to the employee and to OCOPE at least forty-five (45) calendar days prior thereto.

If the Employer fails to provide the notice required in the paragraph above, the employee shall receive one (1) regular day's pay for each day of late notice.

15.8 Employees on leave of absence shall be considered, for seniority purposes, present in their positions.

15.9 Laid-off as used herein shall be defined as employees who are not working or have suffered a reduction in FTE as a result of layoff in accordance with section 15.1 (b).

15.10 Any employee may, at their option elect to take a voluntary layoff out of seniority and shall be considered as laid-off for purposes of unemployment compensation.

15.11 The Employer agrees to pay any required insurance premiums or contributions for contractual benefits during the first two (2) months of such layoff, exclusive of pension contribution.

15.12 No vacant or new jobs will be filled by outside applicants if there are qualified laid-off employees available who bid on the job.

15.13 Laid-off employees will be notified of any job openings pursuant to the normal job opening procedure. Article 6.2(b) will be waived when an employee with less than twelve (12) months seniority is to be laid-off.

15.14 The Employer shall notify OCOPE in writing within thirty (30) calendar days of a job vacancy concerning the status of its decision to leave a position permanently or temporarily vacant following an employee's resignation or termination. The Employer will update OCOPE concerning the status of open positions as part of the written reports the Employer provides in advance of the monthly labor relations meetings; where monthly meeting is cancelled, the Employer will continue to provide those monthly reports.

15.15 Employees recalled to their original position must accept the recall or they shall be considered a voluntary quit. Any classified employee who fills a temporary position (as defined in 15.6) shall not relinquish recall rights, and shall be afforded all applicable rights under the collective bargaining agreement.

15.16 A recalled employee shall be paid their former rate of pay plus any appropriate contractual increase. If returned to a position in a lower pay group, the employee shall be paid in accordance with the new classification wage scale.

15.17 Any laid-off employee who voluntarily bids successfully on a new position relinquishes any other recall rights.

15.18 It is mandatory for employees on layoff status to supply the Employer with their current addresses and telephone numbers. An employee may also voluntarily provide an email address.

15.19 Accumulated sick leave on the books at the time of layoff shall be retained by employees and will be available when they return to work.

## **ARTICLE XVI – RESIGNATIONS AND TERMINATIONS**

16.1 If an employee desires to terminate employment with the College, a minimum of one month written notice should be given to the supervisor and the Department of Human Resources. The employee shall be entitled to any unused sick/personal leave and vacation previously accrued and/or earned during the fiscal year, according to the provisions under Article 10.4 and Article 14.2. If two (2) weeks written notice is not given, the employee shall forfeit pay for all previously accrued sick/ personal leave. The supervisor shall then 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, etc., to the Department of Human Resources. The employee will be requested to fill out a separation questionnaire. In the case of an employee's death, the benefits described above shall be paid to such employee's estate as if the required two-week notice had been given.

16.2(a) An employee may elect to have union representation present at any meeting with the employer where disciplinary action may be taken.

16.2(b) The Employer shall notify the employee of discipline in the presence of a steward or Union officer, except when neither is available. Such notification will be given to the Union as early as possible. In instances when an employee is notified by letter, a copy of the letter will be forwarded to the Union at the same time.

16.3 In cases involving discharge for just cause, the Employer shall furnish a written statement of the reasons for the discharge to the employee and OCOPE on the day of discharge.

## **ARTICLE XVII – NO WORK STOPPAGE**

OCOPE shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any member of OCOPE 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 the Agreement. Violations shall be proper cause for discharge or other disciplinary action. The Employer shall not lock out any member of OCOPE for the duration of the Agreement

## **ARTICLE XVIII – NON-DISCRIMINATION**

Neither the College nor OCOPE, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of age, being differently abled, race, color, creed, national origin, sexual orientation, religion, gender, marital status, familial status, veteran status, or Union membership.

## **ARTICLE XIX – SEPARABILITY**

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court or competent jurisdiction or through 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 XX – MISCELLANEOUS**

20.1 Unless the express language or context clearly requires otherwise:

20.1(a) All references in this Agreement to periods of time shall be deemed to be calendar time rather than working time.

20.1(b) All references in this Agreement to working time shall be deemed to be time during which the employee(s) in question are regularly scheduled to work.

20.1(c) All references in this Agreement to salaries shall be deemed to include wages, and vice versa.

20.1(d) All references in this Agreement to fiscal year shall be deemed to refer to the period of time from July 1 through June 30.

20.2 The Employer shall provide reasonable and safe working conditions for employees in all work areas.

20.3 No employee shall be permanently re-assigned duties which physically relocate them to more than one office throughout the work day and/or work week, until after the College has reviewed the reassignment with OCOPE and OCOPE has had an opportunity to provide written input, and the College has responded in writing.

20.4 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.

20.5 OCOPE and Oberlin College recognize that as a matter of policy Oberlin College attempts to avoid placing relatives in the same department, and will not place relatives in positions where their supervision could cause a conflict of interest. Where this policy conflicts with the provisions of Article VI, the provisions of Article VI will prevail.



20.6 The parties shall meet to discuss a campus-wide policy for ergonomically correct computerized workstations at Oberlin College. If implemented, the Employer reserves the right to add to, delete from, or otherwise modify their policy after consultation with and input from OCOPE. The Employer recognizes that the implementation and administration of the policy, or any modifications thereof, will in no way diminish its obligations pursuant to Section 20.2 above.

20.7 The College and the Union will comply with the obligations of the Americans 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.

20.8 The College may direct a bargaining unit employee to train another bargaining unit employee. In such event, the OCOPE employee providing the training shall not be held responsible for the trainee's job performance as long as the OCOPE trainer made a good faith effort to provide adequate training.

20.9 Introduction of New Technology. The Union shall be given reasonable advance notice of the introduction of new equipment, software, or processes which may affect bargaining unit members. Where those members will be expected to operate such new equipment, software and/or processes, the Employer shall provide adequate training. Where such introduction shall result in the layoff/reduction in FTE of employees in the bargaining unit, the Employer shall bargain with OCOPE about the effects.

20.10 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 2019 negotiations, the parties identified and agreed upon past practices that they were aware of and incorporated them into the current agreement.

20.11 The Employer and the Union each acknowledge that this Agreement (defined to also include any written memorandum of understanding, letter of understanding, statement of intent, Classification plan and/or attachments to any of the foregoing- "Agreement") has been reached as the result of collective bargaining in good faith by both parties hereto. The Union agrees that the Employer shall not be obligated to bargain collectively with the Union during the term of this Agreement on any matter that is not covered by this Agreement pertaining to rates of pay, wages, hours of employment, or other conditions of employment. The Union waives any right to demand such bargaining, regarding any matter not addressed within this Agreement. The Employer's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement and the law.

Notwithstanding the above, the Employer shall be required to engage in effects bargaining.

Notwithstanding the above, the parties agree that should legal regulatory change require a modification to the existing Agreement the parties will meet to discuss and make such

changes.

**ARTICLE XXI – DURATION OF AGREEMENT**

21.1 This Agreement shall remain in full force and effect and shall be binding upon the parties hereto until June 30, **2025** and shall be automatically renewed for successive periods of one (1) year each July 1 through June 30 unless written notice of the contrary intention is given at least sixty (60) days prior to the termination of the Agreement.

---

**OCOPE SALARY TABLES**

**Last Active Table and Respective Increase**

<b>Administrative Assistants Salary Chart Annual/Hourly</b>					<b>Exhibit 1-A</b>
<b>July 1, 2021-June 30, 2022</b>					<b>2.00%</b>
<b>STEP GROUP</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>3</b>	\$ 37,982	\$ 38,631	\$ 39,289	\$ 39,942	\$ 40,589
	\$ 19.48	\$ 19.81	\$ 20.15	\$ 20.48	\$ 20.81
<b>4</b>	\$ 40,771	\$ 41,466	\$ 42,165	\$ 42,864	\$ 43,563
	\$ 20.91	\$ 21.26	\$ 21.62	\$ 21.98	\$ 22.34
<b>5</b>	\$ 44,431	\$ 45,218	\$ 45,998	\$ 46,781	\$ 47,559
	\$ 22.79	\$ 23.19	\$ 23.59	\$ 23.99	\$ 24.39
<b>6</b>	\$ 48,261	\$ 49,087	\$ 49,911	\$ 50,750	\$ 51,569
	\$ 24.75	\$ 25.17	\$ 25.60	\$ 26.03	\$ 26.45
<b>7</b>	\$ 52,526	\$ 53,395	\$ 54,267	\$ 55,133	\$ 55,999
	\$ 26.94	\$ 27.38	\$ 27.83	\$ 28.27	\$ 28.72
<b>8</b>	\$ 55,263	\$ 56,176	\$ 57,093	\$ 58,005	\$ 58,917
	\$ 28.34	\$ 28.81	\$ 29.28	\$ 29.75	\$ 30.21

<b>Longevity - Merit Range Minimums</b>					
<b>2.00%</b>					
<b>STEP GROUP</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
	<b>6-9 years</b>	<b>10-14 years</b>	<b>15-19 years</b>	<b>20-24 years</b>	<b>25+ Yrs Max</b>
<b>3</b>	\$ 41,637	\$ 42,526	\$ 43,402	\$ 44,279	\$ 48,107
	\$ 21.35	\$ 21.81	\$ 22.26	\$ 22.71	\$ 24.67
<b>4</b>	\$ 44,679	\$ 45,556	\$ 46,438	\$ 47,309	\$ 52,436
	\$ 22.91	\$ 23.36	\$ 23.81	\$ 24.26	\$ 26.89
<b>5</b>	\$ 48,816	\$ 49,778	\$ 50,707	\$ 51,806	\$ 57,300
	\$ 25.03	\$ 25.53	\$ 26.00	\$ 26.57	\$ 29.38
<b>6</b>	\$ 52,899	\$ 53,936	\$ 54,984	\$ 56,015	\$ 62,092
	\$ 27.13	\$ 27.66	\$ 28.20	\$ 28.73	\$ 31.84
<b>7</b>	\$ 57,428	\$ 58,522	\$ 59,619	\$ 60,721	\$ 67,632
	\$ 29.45	\$ 30.01	\$ 30.57	\$ 31.14	\$ 34.68
<b>8</b>	\$ 60,468	\$ 61,614	\$ 62,776	\$ 63,936	\$ 71,213
	\$ 31.01	\$ 31.60	\$ 32.19	\$ 32.79	\$ 36.52

Note: Annual amounts are rounded to the nearest whole dollar.

<b>Administrative Assistants Salary Chart</b>					<b>2%</b>	<b>Exhibit 1-B</b>
<b>Annual/Hourly</b>					<b>Increase</b>	
<b>July 1, 2022-Dec 31, 2022</b>						
<b>STEP GROUP</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
<b>3</b>	\$ 38,746 \$ 19.87	\$ 39,402 \$ 20.21	\$ 40,078 \$ 20.55	\$ 40,735 \$ 20.89	\$ 41,391 \$ 21.23	
<b>4</b>	\$ 41,590 \$ 21.33	\$ 42,286 \$ 21.69	\$ 43,002 \$ 22.05	\$ 43,718 \$ 22.42	\$ 44,434 \$ 22.79	
<b>5</b>	\$ 45,329 \$ 23.25	\$ 46,125 \$ 23.65	\$ 46,921 \$ 24.06	\$ 47,716 \$ 24.47	\$ 48,512 \$ 24.88	
<b>6</b>	\$ 49,228 \$ 25.25	\$ 50,063 \$ 25.67	\$ 50,918 \$ 26.11	\$ 51,774 \$ 26.55	\$ 52,609 \$ 26.98	
<b>7</b>	\$ 53,584 \$ 27.48	\$ 54,459 \$ 27.93	\$ 55,354 \$ 28.39	\$ 56,229 \$ 28.84	\$ 57,124 \$ 29.29	
<b>8</b>	\$ 56,368 \$ 28.91	\$ 57,303 \$ 29.39	\$ 58,238 \$ 29.87	\$ 59,173 \$ 30.35	\$ 60,088 \$ 30.81	

<b>Longevity - Merit Range Minimums</b>					
<b>2.00%</b>					
<b>STEP GROUP</b>	<b>7 6-9 years</b>	<b>10 10-14 years</b>	<b>15 15-19 years</b>	<b>20 20-24 years</b>	<b>25 25+ Yrs Max</b>
<b>3</b>	\$ 42,465 \$ 21.78	\$ 43,380 \$ 22.25	\$ 44,275 \$ 22.71	\$ 45,170 \$ 23.16	\$ 49,069 \$ 25.16
<b>4</b>	\$ 45,568 \$ 23.37	\$ 46,463 \$ 23.83	\$ 47,358 \$ 24.29	\$ 48,253 \$ 24.75	\$ 53,484 \$ 27.43
<b>5</b>	\$ 49,785 \$ 25.53	\$ 50,779 \$ 26.04	\$ 51,714 \$ 26.52	\$ 52,848 \$ 27.10	\$ 58,437 \$ 29.97
<b>6</b>	\$ 53,962 \$ 27.67	\$ 55,016 \$ 28.21	\$ 56,090 \$ 28.76	\$ 57,144 \$ 29.30	\$ 63,330 \$ 32.48
<b>7</b>	\$ 58,576 \$ 30.04	\$ 59,690 \$ 30.61	\$ 60,804 \$ 31.18	\$ 61,937 \$ 31.76	\$ 68,979 \$ 35.37
<b>8</b>	\$ 61,679 \$ 31.63	\$ 62,852 \$ 32.23	\$ 64,026 \$ 32.83	\$ 65,219 \$ 33.45	\$ 72,638 \$ 37.25

Note: Annual amounts are rounded to the nearest whole dollar.

<b>Administrative Assistants Salary Chart</b>					<b>Exhibit 1-C</b>
<b>Annual/Hourly</b>					
<b>Jan 1, 2023-June 30, 2023</b>					
	<b>Increase</b>				<b>1%</b>
<b>STEP GROUP</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>3</b>	\$ 39,133	\$ 39,796	\$ 40,479	\$ 41,142	\$ 41,805
	\$ 20.07	\$ 20.41	\$ 20.76	\$ 21.10	\$ 21.44
<b>4</b>	\$ 42,006	\$ 42,709	\$ 43,432	\$ 44,155	\$ 44,879
	\$ 21.54	\$ 21.90	\$ 22.27	\$ 22.64	\$ 23.01
<b>5</b>	\$ 45,783	\$ 46,586	\$ 47,390	\$ 48,193	\$ 48,997
	\$ 23.48	\$ 23.89	\$ 24.30	\$ 24.71	\$ 25.13
<b>6</b>	\$ 49,720	\$ 50,564	\$ 51,428	\$ 52,291	\$ 53,135
	\$ 25.50	\$ 25.93	\$ 26.37	\$ 26.82	\$ 27.25
<b>7</b>	\$ 54,119	\$ 55,003	\$ 55,907	\$ 56,791	\$ 57,695
	\$ 27.75	\$ 28.21	\$ 28.67	\$ 29.12	\$ 29.59
<b>8</b>	\$ 56,932	\$ 57,876	\$ 58,820	\$ 59,764	\$ 60,689
	\$ 29.20	\$ 29.68	\$ 30.16	\$ 30.65	\$ 31.12

<b>Longevity - Merit Range Minimums</b>					
<b>2.00%</b>					
<b>STEP GROUP</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
	<b>6-9 years</b>	<b>10-14 years</b>	<b>15-19 years</b>	<b>20-24 years</b>	<b>25+ Yrs Max</b>
<b>3</b>	\$ 42,890	\$ 43,814	\$ 44,718	\$ 45,622	\$ 49,559
	\$ 21.99	\$ 22.47	\$ 22.93	\$ 23.40	\$ 25.42
<b>4</b>	\$ 46,024	\$ 46,928	\$ 47,832	\$ 48,736	\$ 54,019
	\$ 23.60	\$ 24.07	\$ 24.53	\$ 24.99	\$ 27.70
<b>5</b>	\$ 50,283	\$ 51,287	\$ 52,231	\$ 53,376	\$ 59,021
	\$ 25.79	\$ 26.30	\$ 26.79	\$ 27.37	\$ 30.27
<b>6</b>	\$ 54,501	\$ 55,566	\$ 56,651	\$ 57,715	\$ 63,963
	\$ 27.95	\$ 28.50	\$ 29.05	\$ 29.60	\$ 32.80
<b>7</b>	\$ 59,162	\$ 60,287	\$ 61,412	\$ 62,557	\$ 69,668
	\$ 30.34	\$ 30.92	\$ 31.49	\$ 32.08	\$ 35.73
<b>8</b>	\$ 62,296	\$ 63,481	\$ 64,666	\$ 65,872	\$ 73,365
	\$ 31.95	\$ 32.55	\$ 33.16	\$ 33.78	\$ 37.62

Note: Annual amounts are rounded to the nearest whole dollar.

Administrative Assistants Salary Chart Annual/Hourly July 1, 2023-June 30, 2024 + \$500 Bonus					Increase	2%	Exhibit 1-D
STEP GROUP	2	3	4	5	6		
<b>3</b>	\$ 39,916	\$ 40,592	\$ 41,289	\$ 41,965	\$ 42,641		
	\$ 20.47	\$ 20.82	\$ 21.17	\$ 21.52	\$ 21.87		
<b>4</b>	\$ 42,846	\$ 43,563	\$ 44,301	\$ 45,039	\$ 45,776		
	\$ 21.97	\$ 22.34	\$ 22.72	\$ 23.10	\$ 23.47		
<b>5</b>	\$ 46,698	\$ 47,518	\$ 48,338	\$ 49,157	\$ 49,977		
	\$ 23.95	\$ 24.37	\$ 24.79	\$ 25.21	\$ 25.63		
<b>6</b>	\$ 50,714	\$ 51,575	\$ 52,456	\$ 53,337	\$ 54,198		
	\$ 26.01	\$ 26.45	\$ 26.90	\$ 27.35	\$ 27.79		
<b>7</b>	\$ 55,202	\$ 56,103	\$ 57,026	\$ 57,927	\$ 58,849		
	\$ 28.31	\$ 28.77	\$ 29.24	\$ 29.71	\$ 30.18		
<b>8</b>	\$ 58,071	\$ 59,034	\$ 59,997	\$ 60,960	\$ 61,902		
	\$ 29.78	\$ 30.27	\$ 30.77	\$ 31.26	\$ 31.74		

Longevity - Merit Range Minimums 2.00%					
STEP GROUP	7 6-9 years	10 10-14 years	15 15-19 years	20 20-24 years	25 25+ Yrs Max
<b>3</b>	\$ 43,748	\$ 44,690	\$ 45,612	\$ 46,534	\$ 50,551
	\$ 22.43	\$ 22.92	\$ 23.39	\$ 23.86	\$ 25.92
<b>4</b>	\$ 46,944	\$ 47,866	\$ 48,788	\$ 49,710	\$ 55,099
	\$ 24.07	\$ 24.55	\$ 25.02	\$ 25.49	\$ 28.26
<b>5</b>	\$ 51,288	\$ 52,313	\$ 53,276	\$ 54,444	\$ 60,202
	\$ 26.30	\$ 26.83	\$ 27.32	\$ 27.92	\$ 30.87
<b>6</b>	\$ 55,591	\$ 56,677	\$ 57,784	\$ 58,870	\$ 65,242
	\$ 28.51	\$ 29.07	\$ 29.63	\$ 30.19	\$ 33.46
<b>7</b>	\$ 60,345	\$ 61,493	\$ 62,640	\$ 63,808	\$ 71,062
	\$ 30.95	\$ 31.53	\$ 32.12	\$ 32.72	\$ 36.44
<b>8</b>	\$ 63,542	\$ 64,751	\$ 65,959	\$ 67,189	\$ 74,832
	\$ 32.59	\$ 33.21	\$ 33.83	\$ 34.46	\$ 38.38

Note: Annual amounts are rounded to the nearest whole dollar.

Administrative Assistants Salary Chart Annual/Hourly July 1, 2024-June 30, 2025 + \$250 Bonus					Increase	2%	Exhibit 1-E
STEP GROUP	2	3	4	5	6		
3	\$ 40,714	\$ 41,404	\$ 42,114	\$ 42,804	\$ 43,494		
	\$ 20.88	\$ 21.23	\$ 21.60	\$ 21.95	\$ 22.30		
4	\$ 43,703	\$ 44,434	\$ 45,187	\$ 45,939	\$ 46,692		
	\$ 22.41	\$ 22.79	\$ 23.17	\$ 23.56	\$ 23.94		
5	\$ 47,632	\$ 48,468	\$ 49,304	\$ 50,140	\$ 50,976		
	\$ 24.43	\$ 24.86	\$ 25.28	\$ 25.71	\$ 26.14		
6	\$ 51,729	\$ 52,607	\$ 53,505	\$ 54,404	\$ 55,282		
	\$ 26.53	\$ 26.98	\$ 27.44	\$ 27.90	\$ 28.35		
7	\$ 56,306	\$ 57,226	\$ 58,166	\$ 59,086	\$ 60,026		
	\$ 28.87	\$ 29.35	\$ 29.83	\$ 30.30	\$ 30.78		
8	\$ 59,232	\$ 60,214	\$ 61,197	\$ 62,179	\$ 63,140		
	\$ 30.38	\$ 30.88	\$ 31.38	\$ 31.89	\$ 32.38		

Longevity - Merit Range Minimums 2.00%					
STEP GROUP	7 6-9 years	10 10-14 years	15 15-19 years	20 20-24 years	25 25+ Yrs Max
3	\$ 44,623	\$ 45,584	\$ 46,524	\$ 47,465	\$ 51,562
	\$ 22.88	\$ 23.38	\$ 23.86	\$ 24.34	\$ 26.44
4	\$ 47,883	\$ 48,824	\$ 49,764	\$ 50,705	\$ 56,201
	\$ 24.56	\$ 25.04	\$ 25.52	\$ 26.00	\$ 28.82
5	\$ 52,314	\$ 53,359	\$ 54,341	\$ 55,533	\$ 61,406
	\$ 26.83	\$ 27.36	\$ 27.87	\$ 28.48	\$ 31.49
6	\$ 56,703	\$ 57,811	\$ 58,939	\$ 60,047	\$ 66,547
	\$ 29.08	\$ 29.65	\$ 30.23	\$ 30.79	\$ 34.13
7	\$ 61,552	\$ 62,722	\$ 63,893	\$ 65,084	\$ 72,483
	\$ 31.57	\$ 32.17	\$ 32.77	\$ 33.38	\$ 37.17
8	\$ 64,812	\$ 66,046	\$ 67,279	\$ 68,533	\$ 76,329
	\$ 33.24	\$ 33.87	\$ 34.50	\$ 35.14	\$ 39.14

Note: Annual amounts are rounded to the nearest whole dollar.

Exhibit 2

**GRIEVANCE FORM**

Oberlin College

Administrative Assistant Grievance Form (To be filed at Step II)

Name \_\_\_\_\_

Job \_\_\_\_\_ Title \_\_\_\_\_

Department \_\_\_\_\_

Supervisor \_\_\_\_\_

FACTS WHICH CONSTITUTE GRIEVANCE (including dates):

REMEDY SOUGHT

SIGNATURE \_\_\_\_\_  
(grievant)

DATE \_\_\_\_\_

5/21/87



## STATEMENTS OF INTENT

It was agreed during negotiations that there would be the following statements of intent which would not be included in the body of the Agreement.

### 1. Student Employees:

It is recognized that as a general principle students will not be used to replace the need for regular bargaining unit employees during staff reductions. However, it is also recognized that the primacy mission of the College is to provide an educational opportunity to qualified individuals. Accordingly, there may be a time when these two goals are in conflict and when it is necessary to make available jobs to students in order to defray their educational expenditures. In that event, the Union will be notified, and discussion of the decision may, at the Union's option, take place prior to any change being implemented pursuant to Article XV, Section 1 (b).

### 2. Differently Abled:

It is the intent of the parties that the words "being differently abled" replace the word "handicap" in Article XVIII of the Agreement and be considered the functional and definitional equivalent of "handicap" for purposes of the provisions.

## **MEMORANDUM OF UNDERSTANDING #2**

Classification/Reclassification System (Revised July 1998, May 2013)

1. The College shall have the right to make an independent analyst of individual reclassifications.
2. The College and the Union will meet and attempt to reach mutual agreement on reclassifications
3. If the College and the Union fall to reach such an agreement., the College may institute change as it sees fit.
4. Individual reclassification decisions that are in dispute are subject to the current grievance process, including arbitration.
5. Parties agree that there shall be a right, through negotiations, to mutually agree to add or restructure grades to the existing structure, if necessary.
6. No present position or classification will be removed from the Collective Bargaining Unit recognized under this Agreement and continued in whole or in part outside the scope of the unit covered by the Agreement, except by mutual agreement by the College and OCOPE.

## MEMORANDUM OF UNDERSTANDING #3

July 23, 1991

In order to provide for the effective and efficient handling of grievances, Oberlin College and the Oberlin College Office and Professional Employees, OPEIU Local 502 agree to the following:

1. Only grievances of the types listed below may be processed through the grievance and arbitration procedures of the collective bargaining agreement:

- (a) Disputes involving the application or interpretation of the terms and conditions of the collective bargaining agreement, its attachments, and written mutual understandings;
- (b) Disputes involving the application, interpretation, or reasonableness of work rules (conditions of employment);
- (c) Disputes involving the discipline or discharge of non-probationary employees;
- (d) Disputes involving alleged violation of past practice.

2. All other types of grievances shall be processed through the grievance procedure established by the collective bargaining agreement, but such grievances will not be subject to arbitration- the Step III (or Step IV) meeting with the Manager of Employee and Labor Relations being recognized as the final step in the grievance process.

3. The Memorandum shall not be construed to preclude either party from presenting the issue of arbitrability of a grievance in arbitration, or to prevent either party from otherwise enforcing legal rights or obligations protected by the National Labor Relations Act.

4. The parties agree that issues of arbitrability are appropriate matters for arbitration. Where arbitrability of the grievance is raised as an issue, the same arbitrator shall be selected to hear first the issue of arbitrability, and, if it should be determined that the grievance is in fact arbitrable, then the merits of the case shall be heard at a subsequent hearing and a decision rendered based on the facts presented. If either party intends to raise issues of arbitrability, said party will notify the other party not less than two (2) weeks in advance of the scheduled arbitration.

**MEMORANDUM OF UNDERSTANDING #4**

July 1, 1995

OCOPE Agrees to inform its members of their right to utilize the provisions of the Oberlin College Sexual Misconduct Policy when appropriate. Copies of this Policy are available from the Title IX Coordinator of the Oberlin College Sexual Misconduct Policy.

**MEMORANDUM OF UNDERSTANDING #5**

July 1, 2007

**Capital Campaign Employees**

All employees performing bargaining unit work (excluding “temporaries” and "extras") for a capital campaign shall be members of the bargaining unit.

Employees who are members of the bargaining unit prior to being awarded a position in the capital campaign shall continue to be subject to all terms and conditions of the collective bargaining agreement

Employees who are not members of the bargaining unit prior to being hired in a position in the capital campaign shall be subject to all terms and conditions of the collective bargaining agreement, except Article 15.1 (b) (2) and (3).

If a capital campaign exists beyond its original term, all bargaining unit capital campaign employees shall be subject to all terms and conditions of the collective bargaining agreement

If a limited term capital campaign position becomes a permanent position, the permanent position will be offered to the incumbent before posting the position per Article 6.

## **MEMORANDUM OF UNDERSTANDING #6**

July 2007

### Strategic Vision for OCOPE Positions

1. Goal: By moving lower-level duties to student assistants as appropriate, creating opportunities to increase skills, duties, and responsibilities associated with bargaining unit positions resulting in the advancement of these positions.
2. Higher skills may include presentation skills (technical and communication), analytical skills associated with report writing and data extraction, and other skills of technical and paraprofessional level.
3. Basic lower-level duties may be distributed to student assistants to allow time for Administrative Assistant positions to take on higher level duties and responsibilities. Administrative Assistants will have primary responsibility for directing the work of student assistants and for seeing that the lower-level duties are completed.
4. Notwithstanding Article 15.6, Statements of Intent #1 regarding student employees, and Memorandum of Understanding #2, Classification/Reclassification System Revised May 2013, the College and OCOPE agree the shifting of lower-level duties to student assistants is not to result directly in the loss of existing bargaining unit positions.
5. The College and OCOPE will provide training for the advanced skills related to the strategic plan as described in this memo.
6. OCOPE and the College will update the classification plan as necessary, to incorporate the higher level skills and responsibilities to ensure the upgraded positions receive appropriate pay.

**MEMORANDUM OF UNDERSTANDING #7**

July 2010

Both Oberlin College and OCOPE recognize the importance of preventing harassment and discrimination in the workplace. Accordingly, the College and OCOPE agree that a mandatory training program in harassment and discrimination prevention will be implemented by the College. Any training program will be reviewed in advance by OCOPE before such program is implemented. All OCOPE bargaining unit members will receive paid release time to take such training. The College has represented to OCOPE that all College employees will receive the same mandatory training.

## **MEMORANDUM OF UNDERSTANDING #8**

July 1, 2013

### **Drug-Free and Alcohol-Free Workplace**

The College and Union recognize that drug and alcohol abuse are treatable illnesses which must be initially treated through medical, psychiatric and life-style support education and not punitive measures. The College will provide training, education and assistance to employees. All OCOPE bargaining unit members will receive a copy of the Drug and Alcohol-Free Workplace Policy.

Drug and alcohol testing will occur only if "reasonable cause" is demonstrated

Bargaining unit employees shall be subject to drug/alcohol testing should their behavior provide "reasonable cause". Reasonable Cause shall be defined as observed behavior/physical characteristics that are unstable, unresponsive, and/or incoherent, which includes slurred speech, dilated pupils, or erratic interpersonal behavior. In this event, a written statement will trigger an investigation that will be conducted with Human Resources and the designated Union Representative to determine basic sobriety/drug-free status. Where appropriate, the College will provide transportation home and the employee will be put on paid leave until test results have been received where the employee's duties include driving.

Once hired, should an employee test positive for being under the influence of alcohol or a controlled substance, a second confirmatory test, in the case of drugs, employing the gas chromatography/mass spectrometry (GC/MS) test will be used at the expense of the College. All testing shall occur at a facility certified by the Department of Transportation. All positively verified employees will be required to successfully complete a rehabilitation program paid by Oberlin College and successfully pass any drug/alcohol test for twelve (12) consecutive months. A second College-paid rehabilitation program may be offered at the discretion of the College. Employees who either do not complete the rehabilitation program or test positive after the rehabilitation program will be subject to discipline up to and including termination. There will be no random testing of employees except for those currently under "rehabilitation status" of the above stated 12 months. All OCOPE officials and Supervisors will complete training in the observation/detection of "reasonable cause" behavior. Any disputes which may arise over compliance with the policy will be resolved through the grievance provisions of this Labor Contract.

### **PROTECTION FOR EMPLOYEES**

- Employee records, such as testing results and referrals for help, will be kept confidential. Information will be shared on a need-to-know basis with the chair (or his/her designee) of the bargaining committee. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.
- Oberlin College is committed to getting help for employees who have a substance problem. Each situation will be reviewed individually. Employee assistance is available for employees and their families. A list of resources will be available through our Drug-Free Coordinator and through the CIGNA EAP program. Oberlin College wants you to



come forward if you have a substance problem and not wait.

- All supervisors, managers and OCOPE officials will be trained in their duties related to substance testing before this program begins.

**EMPLOYEE AWARENESS EDUCATION:**

OCPE employees will be given a copy of the Oberlin College Drug Free Workplace Policy and be required to attend an awareness question and answer training session. Each employee will be expected to sign a form acknowledging receipt of the policy. New employees will receive the policy and information about the program during their benefits orientation.

**DRUG AND ALCOHOL TESTING:**

Testing will be used to detect problems, to get employees not to use substances in a way that will violate the Policy, and to allow Oberlin College to take appropriate action to correct the situation. In addition to alcohol, the drugs that we are testing for include:

Drug List	Initial Threshold	Confirmatory
Amphetamines (speed, uppers, etc)	1,000 ng/mL	500 ng/mL
Cocaine (including crack cocaine, etc.)	300 ng/mL	150 ng/mL
Marijuana	50 ng/mL	15 ng/mL
Opiates (codeine, heroin, morphine, etc.)	2,000 ng/mL	2,000 ng/mL
Phencyclidine (PCP, "angel dust", etc)	25 ng/mL	25 ng/mL
Barbiturates (Seconal, Phenobarbito, etc)	300 ng/mL	200 ng/mL
Benzodiazepines (Valium, Librium, etc.)	300 ng/mL	300 ng/mL
Methadone	300 ng/mL	300 ng/mL
Propoxyphene(Darvon, Darvocet, etc)	300 ng/mL	300 ng/mL
Oxycontin	100 ng/mL	100 ng/mL
Alcohol	.08 grams per 210 Liters of breath	.06 grams per 210 Liters of breath

A test is considered positive when the result is equal to or higher than the threshold. Oberlin College and the bargaining committee will sit down together to bargain appropriate changes to the above list if mandated by changes in existing Federal or State laws.

Breath alcohol concentrations equal to or greater than .08 will be considered a verified positive result. Evidentiary Breath Test (EBT) will be used to confirm any initial positive test result. The EBT (second test) of .06 is considered a positive test when done within 45 minutes of first test. An employee will be found to violate this Policy only if the result is positive both for the initial and the confirmatory tests.

## EMPLOYEE ASSISTANCE

Oberlin College believes in offering assistance to employees with a substance use problem. The College is supportive of employees taking action on their own behalf to address such a problem, and we believe in offering a second chance to employees who are willing to do something about their problem. To help those who come forward voluntarily and those who test positive in violation of the Policy, Oberlin College has established relationships with certified substance abuse counselors.

When an employee is determined to have a substance problem, a representative from Human Resources and a union representative will meet with the employee to discuss the problem and the violation of the Policy. It is important for the employee to come to an understanding regarding the extent of the problem in order to correct the problem and be able to avoid future usage in violation of Oberlin College's policy. If an employee is willing to actively engage in resolving the substance use problem, Oberlin College will refer the employee to a provider for an assessment which could lead to possible outpatient or inpatient counseling with a substance professional.

You need to be aware that the Oberlin College health plan does not cover the cost of any treatment or program if the substance abuse services are ordered as a condition of parole, probation or custody, or visitation evaluations, or court ordered.

## SPECIMEN COLLECTION PROCEDURE

Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time.

A refusal to produce or provide a specimen is considered a positive test unless there's a verifiable medical reason that the specimen could not be produced. The employee will remain off work, in paid status, until cleared by the MRO as to the medical reason.

## REVIEW OF TEST RESULTS

To ensure that every employee who is tested is treated fairly, a CHP physician will function as a Medical Review Officer ("MRO"). The MRO is a doctor with a specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the presence in the employee's system of the substance that tested positive.

## EMPLOYEES' RIGHTS WHEN THERE IS A POSITIVE TEST RESULT

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to Oberlin College. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee.

If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result if the employee fails to contact the MRO as instructed, the MRO will issue a positive report to Oberlin College.

## REPORTING OF RESULTS

All test results will be reported to the MRO prior to the results being issued to Oberlin College. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. Oberlin College will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services.

## STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored in The Department of Human Resources. These documents, along with medical records, are not kept as a part of an employee's general personnel file. Access is limited to designated Human Resources managers and the Union Chairperson or his/her designee. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Those individuals who have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employees tested under this policy have the right to review or receive a copy of their own test results. An employee may

request results from the Drug-Free Coordinator in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. Oberlin College will use its best efforts to comply promptly with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

**MEMORANDUM OF UNDERSTANDING #9**  
**2019**

Notwithstanding the language of Article VII, for reporting purposes only, the College will consider 40 hours a week and 2080 hours a year as 1.0 FTE. Such reporting shall have no effect on any term or condition of employment set forth in the collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING #10**



**MEMORANDUM OF UNDERSTANDING #10**

**Summer of 2021 Administrative Assistants**

Due to the impact of COVID-19, Oberlin College has added a Summer 2021 Academic session. Oberlin College will need to have a limited number of AA's working during the summer academic session.

In order to determine those who will be given the opportunity to work the summer session, Oberlin College will be following the guidelines below.

1. OCOPE members that have a ten/eleven-month assignment will be given the first opportunity to work the summer session. Arts and Science OCOPE members will be given priority over OCOPE members in another division.
2. OCOPE members who have ten/eleven-month assignments and elect for the summer session would have the first opportunity to work in their current department if the opportunity exists. OCOPE members will be asked to support more than one department.
3. If an OCOPE member declines a summer session opportunity, the next qualified, higher seniority OCOPE member on a 10/11-month assignment would be offered the opportunity for work.
4. The summer session positions will be created as new temporary/term positions that would begin after their normal ten/eleven-month assignment ends.
5. OCOPE members that elect to take this opportunity would have an appointment letter documenting the limited nature of the summer session.
6. OCOPE members who work the summer session, and who request in writing to the Deputy Human Resources Officer, may have their vacation allotment extended through December 31, 2021. This allotment is not to exceed seventy-five (75) hours.
7. The right to allotment of vacation is exclusively reserved to Oberlin College in order to ensure orderly operation of the College and accommodates this limited summer session need. Every reasonable effort will be made to accommodate the employee's preferences.
8. OCOPE members who are unable to take the remainder of their vacation allotment due to working the summer session, may request Oberlin College to convert the value of such days into their retirement annuity account in lieu of receiving cash payment or extension of vacation allotment. The maximum conversion would be five (5) days.
9. Sick time and vacation time will accrue in accordance with the contractual language regarding additional hours worked.

Julie E Wein President, OCOPE OPEIU Local 502

OCOPE

Maggie Nunez

Oberlin College, Human Resources

March 26, 2021

Date

3/26/2021

Date

**MEMORANDUM OF UNDERSTANDING #11**

Oberlin College and OCOPE agree to the following interpretation of Article 14.3(c). The Article reads as follows:

14.3 (c) Salary continuation after accrued sick days are exhausted shall be administered on the following basis:

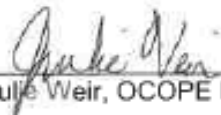
1. One hundred percent (100 %) full salary for:
  - a. twenty (20) working days for all non-probationary employees with less than ten years of service,
  - b. twenty-five (25) working days for all non-probationary employees with ten years or more of service,
  - c. three (3) additional working days for each year of service.
2. Sixty percent (60%) of regular salary for:
  - a. balance of the six (6) month waiting period.

Going forward the Article will be interpreted as providing an OCOPE member on STD up to 20 days if their years of service are less than ten years PLUS an additional three days for each year of service at full pay if needed. After these paid days the employee's pay will be 60% of his/her regular salary for the balance of the six month waiting period.

Example: Employee with nine years of service would be entitled up to 47 days at full pay.

Example: Employee with ten years of service would be entitled up to 55 days at full pay.

Once an employee has completed ten years or more of service the number of years of service will be multiplied by three and the total number of days would be added to the 25 days to reach the total number of days at full pay.

  
\_\_\_\_\_  
Julie Weir, OCOPE President

7/1/2021  
Date

  
\_\_\_\_\_  
Maggie Neves, Deputy Human Resources Officer

7/1/2021  
Date

## **ADDENDUM B – CATASTROPHIC LEAVE PROGRAM**

Purpose: The purpose of a catastrophic leave policy (CLP) is to aid Oberlin College OCOPE employees with family members as defined, who are experiencing serious medical hardship or catastrophic illnesses and have exhausted all paid leave. The policy allows employees to donate vacation to other employees who meet the eligibility requirements. Eligibility is only awarded to those employees who have exhausted all forms of paid leave (vacation, current sick days, spring/fall days, sick bank) and meet the definition of having a catastrophic illness or injury for the care of a family member. The conditions must also meet the eligibility requirements of Family and Medical Leave Act of 1993 (FMLA).

All donations will be processed anonymously, unless the donor requests otherwise. Donations are not tax deductible.

Participation in the program, for donors and recipients, is entirely voluntary.

The identity of the 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.

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

1. Must be employed as an Administrative Assistant in a position covered by the collective bargaining agreement between OCOPE, OPEIU 502 and Oberlin College, and
2. Must have completed one (1) year of continuous employment at Oberlin College, and
3. Must have exhausted all leave time (vacation, current sick days, spring/fall days, sick bank) and meet all conditions of the catastrophic leave policy, and
4. 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
5. 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
6. Must coordinate leave with his/her supervisor, and
7. Employee must meet the requirements of the FMLA and have on file the FMLA Family Health Certification with Department of Human Resources.

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

1. Must be employed as an Administrative Assistant in a position covered by the collective bargaining agreement between OCOPE, OPEIU 502 and Oberlin College, and



2. Must have completed one (1) year of continuous employment at Oberlin College and,
3. Must be in a position that accrues vacation and have more than five full days of vacation remaining at the time of donation and,
4. Must have timesheets current with the Payroll Department.

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.

Applicant must submit a Request for Catastrophic Leave Form to the OCOPE Executive Board (OCOPE).

Application form is available on HR website and OCOPE Blackboard-. OCOPE will notify HR that the request has been received.

HR will determine eligibility after receiving all forms and notify OCOPE when leave request has been approved. OCOPE will then notify the membership 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:

**FMLA Requirements:**

Employed by Oberlin College for 12 months, and complete a minimum of 1,250 work hours within the 12-month period immediately preceding the start of the leave. Any donated time the recipient uses from the catastrophic leave program will count as FMLA leave time unless the FMLA time has expired and the employee has previously met all the eligibility requirements.

**Catastrophic illness or injury:**

A catastrophic illness or injury is a serious, debilitating illness or injury that incapacitates an employee's family member. The conditions must also meet the eligibility for 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:**

OCOPE employees who have exhausted all leave time and meet all the eligibility requirements of the catastrophic leave policy.

**Donor:**

OCOPE employees with more than five full days of vacation (based on regular, appointed schedule) remaining in their bank at the time of donation.

**Recipient Request for Catastrophic Leave Form**

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

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

Department \_\_\_\_\_

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

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 OCOPE Use Only:**

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

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

**For Payroll Use Only:**

Verification of all exhausted time:

Sick \_\_\_\_\_ Vacation \_\_\_\_\_ Spring/Fall \_\_\_\_\_

Approved \_\_\_\_\_ Number of days/hours approved \_\_\_\_\_

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

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

**Donation Request for Catastrophic Leave Form**

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

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

Department: \_\_\_\_\_ Phone extension: \_\_\_\_\_

Under the provisions of the Catastrophic Leave Donation Policy, OCOPE members may donate vacation leave to another OCOPE member who has exhausted his/her 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 OCOPE employees. You must use at least one full vacation day (7.5) and the total of vacation cannot exceed 37.5 hours.

I would like to make the following contributions:

Vacation Days/ Hours \_\_\_\_\_ (Your vacation time will be reduced.) (Must be at least 1 day- 7.5 hrs. and total vacation cannot exceed 37.5 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:

\_\_\_\_\_

Payroll Signature \_\_\_\_\_