

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Ohio University (the Employer) and Fraternal Order of Police, Ohio Labor Council, Inc. (the Union) for the purpose modifying paragraph G in Article 12 (Overtime) and paragraph F in Article 10 (Hours of Work and Overtime) of the Collective Bargaining Agreement (CBA) covering the term July 1, 2011- June 30, 2014.

Whereas the parties wish to change the manner in which compensation is made to those officers who are assigned to detective, the parties agree:

1. That the change made to paragraph G in Article 12, as indicated below shall be effective retroactive to March 1, 2013;
2. That in accordance with the change in paragraph G, any officer who served as a detective at any time between March 1, 2013 and the date of execution of this MOU shall receive eight (8) hours of compensatory time for each month during which that officer served as a detective and shall also retroactively have 5.33 hours recorded on the overtime roster with the change. Any resulting hours in excess of the contractual maximum of ninety-six (96) hours of compensatory time shall be paid out to each detective within thirty (30) days of the full execution of this Memorandum of Understanding.
3. That paragraph G of Article 12 Overtime shall be modified and shall read as follows:
 - G. Police officers assigned as detectives are subject to call for consultation, guidance, and advice at all times when they are not on duty or on paid time off. All detectives shall receive eight (8) hours added to their compensatory time balance, and 5.33 hours assessed to the overtime roster, on the last day of every calendar month. Such balance shall be limited by the language in Article 10(C).

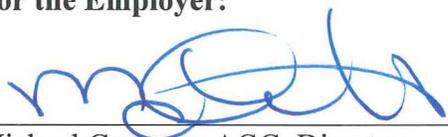
Whereas the parties wish to change the manner in which unscheduled call back is paid to the employees covered by this Agreement, the parties agree that paragraph F in Article 10 (Hours of Work and Overtime) shall be modified as indicated below and shall be effective upon full execution of this Memorandum of Understanding.

1. That paragraph F of Article 10 Overtime shall be modified and shall read as follows:
 - F. An employee who is called into work for an unscheduled detail or is contacted on off-duty time and spends a substantial amount of time to handle an issue without coming on station or is scheduled to appear in court outside his/her scheduled shift shall receive a minimum of four (4) hours work unless it is immediately contiguous to the officers regularly scheduled shift. Once an officer completes his or her duties the officer may be permitted to leave the premises and receive his/her four (4) hours of overtime subject to Supervisory approval.

All other articles, sections or appendices in this Agreement shall remain in full force and effect for the balance of the contract term unless modified by mutual agreement.

Date 2-10-14

For the Employer:



Michael Courtney AGC, Director
Employee and Labor Relations

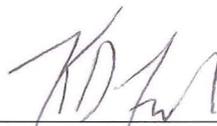


Andrew D. Powers, Chief
Ohio University Police Department

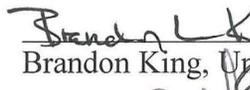
For the FOP, Ohio Labor Council, Inc.:



Andrea H. Johan, Staff Representative



Kevin Frith, Union Team Member



Brandon King, Union Team Member



Tim Woodyard, Union Team Member

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: }

FRATERNAL ORDER OF POLICE, }
OHIO LABOR COUNCIL, INC., }
EMPLOYEE ORGANIZATION, }

CASE NO.(S): 11-MED-02-0161
Patrol Officers

and, }

OHIO UNIVERSITY, }
EMPLOYER. }

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an addendum and amendment to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



Tara M. Crawford
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cc: Mr. Andrew Powers
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