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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the University of Cincinnati and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of University Employees in the classifications of Sergeants and Lieutenants as certified by the Ohio State Employment Relations Board. The parties agree to the following modifications to the Collective Bargaining Agreement which is set to expire on June 30, 2017. All other sections shall remain unchanged.

ARTICLE 2 **RECOGNITION**

Section 2.1. The Employer recognizes the FOP as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 2015-REP-05-0050 July 9, 2015, including:

All full-time Police Officers of the University of Cincinnati, classified as University Law Enforcement Officer Sergeants and Lieutenants:

but excluding:

All other employees.

Section 2.2. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 2.3. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the FOP in writing within thirty (30) calendar days. If the FOP disputes the Employer's determination of bargaining unit status, the parties shall meet as soon as possible to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP; except that if the change would represent a change to the bargaining unit or either party believes it is not clear whether the change would represent a change to the unit, the parties will submit a joint petition to SERB to clarify or amend the bargaining unit.

If the parties do not agree, the position shall be subject to the challenge by the FOP to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 4
FOP REPRESENTATION

Section 4.1. Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself/herself to the Employer or the Employer's designee.

Section 4.2. The Employer shall recognize two (2) employees, one Sergeant and one Lieutenant, designated by the FOP, to act as FOP associates for the purposes of administering the collective bargaining agreement. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein. The bargaining committee shall consist of two (2) employees, at least one Sergeant and one Lieutenant.

Section 4.3. The FOP shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. Name
- B.

FOP office held

No employee shall be recognized by the Employer as a FOP associate until the FOP has presented the Employer with written certification of that person's selection.

Section 4.4. Associates may spend no more than twenty (20) working hours per work week administering the agreement. Such release time is non-cumulative. Such activity shall not interfere with the performance of the associate's assigned duties.

After obtaining permission to engage in representational activities as provided for in this Section, each associate or alternate will notify the appropriate supervisor of his/her absence from his/her work assignment. Upon entering any work area other than his/her own work area, and prior to engaging in any representational activities provided for in this Section, the associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the nature of the representational activity he/she is to perform.

Section 4.5. The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP or any FOP Lodge, during

the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 4.6. FOP Bargaining Committee. The wage demands have been submitted in good faith. All members of the Fraternal Order of Police Wage Committee shall be free from coercion, intimidation, discrimination, transfer (in retaliation for engaging in collective activities), threats or other detrimental actions.

Section 4.7. The FOP shall be permitted to utilize the intradepartmental mail system in order to communicate confidentially with bargaining unit members and to use the e-mail system. The FOP shall also be able to place correspondence in the employee's mail bins.

Section 4.8. The FOP shall be permitted, upon prior notification to the Employer, to place ballot boxes in each division or facility for the purpose of collecting employees' ballots on FOP issues subject to ballot. Ballot boxes and their contents are the property of the FOP and shall not be subject to review by the Employer or non-bargaining unit staff.

Section 4.9. The FOP shall be permitted to address all new bargaining unit members during regularly scheduled classroom training/orientation before such members complete their training period. The presentation shall be scheduled by the Employer and shall not exceed thirty (30) minutes in duration.

Section 4.10. During each calendar year, the two (2) FOP associates shall each be granted two (2) days in paid status and reasonable time off duty without pay to attend the state or national conferences of the FOP provided that the FOP submits written notification to the Chief of Police (or designee) at least fourteen (14) calendar days prior to the date of the function. To the extent any such time off without pay is during the associate's scheduled working hours, time off may be charged to vacation or compensatory time, at the option of the associate. In addition, with the approval of the Chief of Police (or designee), associates may have the option of changing their regularly scheduled days off to avoid the use of vacation or compensatory time off for attendance at the FOP conferences. The request must be submitted by the delegate in writing not less than fourteen (14) calendar days prior to the days for which the leave is requested.

Written request for release time for activities specified in this Article shall be provided to the appropriate supervisor as far in advance as possible. Such release time shall not unreasonably interfere with the efficient operation of the released employee's work area. Such release time shall not be unreasonably denied.

The Chairman of the FOP Bargaining Committee shall maintain a record of all release time provided for in this Section, and shall ordinarily provide a bi-monthly report to the Chief during the first seven (7) calendar days of each even-numbered month. This report shall contain the date, number of hours of release time, name of FOP member

released, and the nature of the representational activity for each release time occurrence within the previous calendar month.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, the Employer and/or designee(s) shall meet as necessary, but no more than once per month without agreement, with not more than three (3) employee representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship when requested.

Section 7.2. An agenda will be exchanged by the parties at least seven (7) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve effectiveness.
- E. To consider and discuss health and safety matters relating to employees.

Section 7.3. This Article is not intended to be a vehicle to modify or change any provisions of this Agreement.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of one or more terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. It is not intended that the grievance procedure be used to effect changes in those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

The parties agree that disputes should be resolved as soon as possible, therefore, employees and the FOP shall attempt to resolve disputes before resorting to initiating a grievance pursuant this article.

Section 8.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, demotion or discharge) shall be initiated at Step 3.

The grievant or the FOP may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 8.3. A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 8.4. All grievances must be submitted in writing and should contain the following information to be considered:

- A. Grievant's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 8.5. The following steps shall be followed in the formal process of a grievance:

Step 1: A grievance may be submitted by the grievant to the Chief or designee, whichever is applicable, within the time limits set forth in Section 8.3 above. It shall be the responsibility of the Chief or designee to investigate the matter and to provide a

written answer to the grievant within ten (10) calendar days following the day on which the matter was submitted.

Step 2: A grievance unresolved at Step 1 may be submitted by the grievant to the Director or his/her designee within seven (7) calendar days of the presentation of the Step 1 answer. It shall be the responsibility of the Director or designee to investigate the matter and to provide a written answer to the grievant within ten (10) calendar days following the day on which the matter was submitted to the Director.

Step 3: A grievance unresolved at Step 2 may be submitted by the grievant to the Director of Labor Relations or designee within seven (7) calendar days of the presentation of the Step 2 answer. The Director of Labor Relations or designee shall meet with the grievant, and representative of the FOP if the grievant desires, within seven (7) calendar days of submission of the grievance to Step 3, to discuss the grievance. The Director of Labor Relations or designee shall provide a written answer to the grievant within ten (10) calendar days of such meeting.

Step 4 - Arbitration: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the FOP.

The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-four (24) calendar days from the date of the final answer on a grievance from Step 3, the FOP shall notify the Director of Labor Relations of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration unless otherwise agreed to. Any grievance not submitted within twenty-four (24) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.

- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 8.6. When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his/her right to be present at the adjustment.

Section 8.7. The FOP shall use a grievance form which shall provide the information outlined in Section 8.4. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

ARTICLE 11 **PROBATIONARY PERIODS**

Section 11.1. Any employee promoted into a higher level position after January 1, 2016 shall be required to successfully complete a probationary period of one (1) calendar year. Those promoted prior to the January 1, 2016 date will serve the probationary period originally set by the University. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification.

Section 11.2. Every newly hired Sergeant and/or Lieutenant not promoted from within the department shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. The parties agree Sergeants and/or Lieutenants will be promoted from within unless there are no internal applicants for the position.

ARTICLE 12 **SENIORITY**

Section 12.1. "Seniority" shall accrue to all employees in accordance with the provision of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 12.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in each of the bargaining unit classifications (Sergeant and/or Lieutenant). Ties will be broken by uninterrupted time served as an employee of the public safety department. If a tie still exists, it will be broken by uninterrupted time served as an employee of the University. If a tie still exists, it will be broken by employee test scores and if necessary by the date of application to the public safety department. If a tie still exists after the criteria in Article 12, Section 12.2 has been exhausted it shall be broken by the last four numbers of the members SSN, lowest of which has seniority.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence;
 2. Absence while on approved sick leave, disability leave (including a PERS disability leave) or injury leave;
 3. Military leave; and
 4. A layoff of three (3) year's duration or less if they are working in a capacity that keeps their OPOTA certification current if not the period shall be one (1) year.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause (if reinstated seniority is unbroken);
 2. Retirement;
 3. Layoff for more than three (3) years if they are working in a capacity that keeps their OPOTA certification current if not the period shall be one (1) year;
 4. Failure to return to work after fourteen (14) calendar days of a recall from layoff unless a different date is mutually agreed upon;
 5. Failure to return to work at the expiration of leave of absence; and
 6. A resignation.

Section 12.3. The Employer shall post a seniority list, once every six (6) months, on the department bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the FOP upon request.

Section 12.4. Employees laid off shall retain their seniority for a period of three (3) years from the date of layoff if they are working in a capacity that keeps their OPOTA certification current if not the period shall be one (1) year.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a long-term layoff is necessary, it shall notify the affected employees and the FOP fifteen (15) calendar days in advance of the effective date of the layoff. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 12 of this Agreement. Layoffs shall be in order of inverse seniority.

Employees serving an initial probationary period shall be laid off before permanent members of the bargaining unit.

No employee outside the bargaining unit shall be permitted to displace any bargaining unit member. The University agrees that the ratio of Lieutenant/Sergeant to Police/Security Officer will not go below 15:1.

Section 13.2. Employees who are laid off shall be placed on a recall list for a period of three (3) years if they are working in a capacity that keeps their OPOTA certification current, if not the layoff period shall be one year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any refresher training required in this Section shall be at the Employer's expense.

Section 13.3. Notice of recall shall be sent to the employee and the FOP by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.4. The recalled employee shall have five (5) calendar days following the date of delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following the delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 14 **SUPERVISORY VACANCIES**

Section 14.1. Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee

notices are usually posted for ten (10) calendar days. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required, name and rank of immediate supervisor, and location of reporting and working. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting an online written application to the Human Resources Department or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job. To be considered for the position of Lieutenant, the applicant must be a Sergeant with the University of Cincinnati Police Department who has successfully completed his/her probationary period. If there are no internal applicants, the Employer may select an applicant with similar supervisory experience from another force. If there are no applicants at that level, the employer may select a University of Cincinnati ULEO 3 who has successfully completed his/her probationary period or an applicant with similar supervisory experience from another force.

ARTICLE 18

HOURS OF WORK AND OVERTIME

Section 18.1. Sergeants and Lieutenants work schedule assigned to the Uptown Campus patrol duties shall be ten (10) hour days with a rotation of five (5) ten (10) hours days followed by three (3) consecutive off days for a five (5) week period, four (4) ten (10) hour days followed by 4 consecutive days off to include Saturday and Sunday for one (1) week, four (4) ten (10) hour days followed by 3 consecutive days off to include Saturday and Sunday for one week, four (4) ten (10) hour days followed by 4 consecutive days off to include Saturday and Sunday for one (1) week, four (4) ten (10) hour days followed by 3 consecutive days off to include Saturday and Sunday for one week and four (4) ten (10) hour days followed by 4 consecutive days off to include Saturday and Sunday for one (1) week. These rotations shall repeat themselves every eleven (11) weeks.

Lieutenants assigned as the Administrative Lieutenant (defined as any lieutenant not on patrol, i.e., Training, Special Investigations, Special Operations, and Criminal Investigations) shall generally work eight (8) hour days on a Monday – Friday schedule with Saturdays and Sundays off. Likewise, Sergeants not assigned to patrol duties shall generally work eight (8) hour days on a Monday – Friday schedule with Saturdays and Sundays off.

If the Employer decides that a change in the above listed work schedule is necessary for the efficient running of the Police Department, a Labor Management meeting shall be convened to explore alternative work schedules that are agreeable to the parties. If a consensus is unable to be reached the Employer may implement the change(s) subject to the grievance procedure.

The Employer may temporarily adjust an Employee's work schedule based on legitimate operational needs. Whenever practicable, the Employer will give the Employee seven (7) days prior notice. The Employer shall ask for volunteers before an Employee is mandated to a different schedule.

No Employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period. Unscheduled overtime and court time shall not be considered part of these calculations.

Section 18.2. The standard work period for all bargaining unit employees, shall consist of no more than forty (40) hours, inclusive of any roll call time, within a seven calendar day period described as Sunday through Saturday.

Section 18.3. Shift assignments shall be made based on the operational needs of the department. Consideration shall be given to an employee's seniority, disciplinary record and sick time usage. Shift preferences are to be submitted during the month in which Spring commencement occurs in every even-numbered year. Shift assignments shall be announced forty-five (45) days prior to the beginning of the academic year, and shift changes shall be effective no later than the first Sunday prior to the start of the Autumn school schedule. When an officer is transferred from one work assignment to another, one of two possibilities will occur. If the officer was transferred due to administrative reasons, he/she can be assigned any position by the Department. For other reasons, the officer will be given the opportunity to select his/her assignment in accordance with his/her seniority. Such assignment must be made within seven (7) days. Special assignments are excluded from this Section.

Section 18.4. Hours worked in excess of an employee's standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). Overtime shall be calculated in one-tenth (0.1) hour (six [6] minutes) increments. Active pay status includes paid time off for sick leave, vacation leave, automatic holiday pay, occupational injury leave pursuant to Article 25 and compensatory time. It does not include hours worked on a holiday for purposes of calculating hours in overtime status. The on duty Supervisor or OIC shall verify overtime slips and approve or deny time-off requests given to them by the end of the shift. Employees may, at their sole discretion, choose to flex their hours in lieu of overtime or compensatory time so long as approved by their manager.

Section 18.5. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee. Compensatory time may not accumulate more than two hundred forty (240) hours. Compensatory time more than twelve (12) months on the books will be converted into pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he/she shall so indicate his/her election when reporting the overtime worked;

- B. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except when the University is under emergency status as declared by the Board of Trustees and/or the President of the University or except under exceptional circumstances as determined by the Chief of Police;
- C. Requests for compensatory time off in conjunction with vacation shall be honored as long as the request for compensatory time off was submitted at the same time as the request for vacation and the request for vacation has been approved;
- D. Any employee may elect to convert all or part of his/her accrued compensatory time balance at any time. Cash-in requirements must be made in whole hour increments, except where the employee is converting his/her entire balance. Payment shall be made at the rate of pay existing at the time of cash-in.
- E. Compensatory time may be taken in one-tenth (.10) hour increments. Requests for compensatory time shall be made in writing by the employee to the employee's supervisor at least one (1) day in advance for requests of one (1) day or less and at least three (3) days in advance for requests of more than one (1) day. Only the Employee's shift supervisor or the officer in charge of the Employee's shift may waive this provision based on departmental needs. Compensatory time may not be used to cover a tardiness.
- F. When a request for compensatory time requires that the slot be filled the following procedure shall be used. ULEO's shall be asked to work the slot first, then it may be offered to auxiliary officers. If no one wishes to work the slot, the request shall be denied. No officer shall be ordered/mandated to work the slot.

Section 18.6. With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Upon request of an employee, and with prior approval of the Employer or designee, an employee may work a scheduled day off in exchange for another day off to be scheduled in the work period, without receiving any additional compensation.

Section 18.7. If the bargaining unit designated representative develops an alternate work schedule, such schedule shall be the subject of a special Labor/Management Meeting pursuant to the provisions of Article 7 of this Agreement.

Section 18.8. Pay for overtime shall be paid no later than the pay period following the work period during which the overtime was properly submitted by the Employee.

Section 18.9. Management will not require overtime for anything over minimum staffing levels. If the level falls below the minimum, it is a safety issue and Management can mandate overtime.

Section 18.10. Overtime

Once overtime is assigned to an Employee, it shall be considered part of an Employee's regular work assignment. An Employee who cannot work an overtime assignment must find a replacement, however, an employee who cannot work due to illness is not required to find a replacement. The Chief or Assistant Chief may require proof of illness if abuse is suspected.

Special Event Overtime

Some officers desire to work overtime Special Event Details, some officers prefer not to work overtime Special Event Details, and other officers prefer to work only some overtime Special Event Details. The following method of assigning these details shall be used in an effort to meet these differing preferences:

Overtime Special Event Details will be offered on a first come, first served basis first to officers who want to work them. A sergeant or lieutenant will not be mandated to overtime that was originally an Officer detail. Sergeants and/or Lieutenants shall be placed at the top of the list either by voluntarily working a detail or by being mandated.

The union shall maintain the list by using the release time provided in section 4.4 of this agreement.

The union shall provide an updated list on a weekly basis to the chief or his/her designee.

Disputes regarding the overtime assignments list pursuant to this section shall not be grievable.

A listing of Special Events requiring overtime coverage will be posted electronically no more than thirty (30) days in advance of the event. The parties recognize that the specific details of the event may not be available at the time of posting. If overtime for the event must be mandated, the employer will notify effected employees five (5) days in advance of the event. Officers who wish to work a detail shall so indicate on the detail listing. The parties agree that there may be occasions in which the special events are provided to the department on such short notice so that the notice requirements listed above will not be possible, however, these occasions should not be common. If problems occur with the process, a Labor-Management Committee will be convened to remedy the issue.

Absent extenuating circumstances, the only details in which casual time may not be granted or off days may be cancelled are commencement and homecoming. If an employee's shift ends two (2) hours or less before a detail starts that he/she is assigned to, the employee shall be offered the opportunity to work that period.

Seniority is applied only to those officers who would not be precluded from working the detail due to other assignments.

An employee who reports for a special event and is sent home due to cancellation shall receive two (2) hours pay.

Shift overtime shall be handled by SOP-PO-16.2.201 dated 10/3/03 titled Overtime for Shift Coverage.

Section 18.11. In the event that the University closes due to inclement weather or other emergencies, members of the FOP bargaining unit who are required to work because they are designated as essential shall be compensated at a rate of two (2) times the regular hourly rate.

ARTICLE 19
WAGES

Section 19.1. This Agreement is the sole source of rights and obligations of the parties to this Agreement on the subject of wages. Further, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to wages. Employees will be paid in accordance with the classification and pay plan set forth in this Agreement.

Section 19.2.

- A. Effective July 1, 2014 Lieutenants will be paid in accordance with the pay scale outlined below:

	Probationary	Non-Probationary
Hourly	\$30.63	\$32.24
Annual	\$63,710.40	\$67,059.20

- B. Effective July 1, 2015 Lieutenants will be paid in accordance with the pay scale outlined below:

	Probationary	Non-Probationary
Hourly	\$31.24	\$32.89
Annual	\$64,979.20	\$68,411.20

- C. Effective July 1, 2016 Lieutenants will be paid at a rate that is six percent (6%) higher than the highest paid Sergeant.

Effective July 1, 2016 Sergeants will be paid at a rate that is eight percent (8%) higher than the highest paid ULEO 3.

Section 19.3. There shall be an adjustment made to the hourly rate of pay of sixty-five cents (\$.65) for all officers assigned to the second shift and sixty cents (\$.60) for all

officers assigned to the third shift. The hours for second shift are 1800-2300 and the hours for third shift shall be 2300-0600.

Section 19.4. All adjustments to the salary shall be included when calculating the overtime rate of pay for an officer as required by the Fair Labor Standards Act.

Section 19.5. An employee currently eligible and receiving longevity pay shall continue to do so for the length of his/her employment, however, an employee who leaves the University and whose leave constitutes a break-in-service shall not be permitted to receive longevity pay if re-employed.

ARTICLE 24 **SICK LEAVE**

Section 24.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status, (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid sick leave, layoff or unpaid leave of absence. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit. Additional sick leave accrual is added on a pro-rated basis for hours in excess of eighty (80) hours in a bi-weekly period.

Section 24.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One of the days must be the date of the funeral. Authorized sick time used for the death of an immediate family member will not be counted as an occurrence and the time will not be counted against you for demotions, evaluations or special assignments.
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

For the purpose of this Section, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, domestic partner, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, step-mother/father/brother/sister/children, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 24.3. When an employee is unable to report to work due to reasons specified in Section 24.2 above, he/she shall notify his/her immediate supervisor or other designated person, prior to the time he/she is scheduled to report to work (at least two (2) hours prior), unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 24.4. An employee must submit a statement from a licensed health care professional to justify the use of sick leave if one of the following conditions exist:

- a) The employee is off work for five or more consecutive work days;
- b) The employee has been off work (regardless of the length of absence) and is released to return to work with restrictions by his or her licensed health care professional;
- c) The employee has been exposed to a contagious disease;
- d) The employer has reason to believe abuse of leave may have occurred.

Section 24.5. Sick leave usage, when approved, shall be charged in minimum units of one-tenth (.10) hour increments. Falsification of a practitioner's statement shall be grounds for disciplinary action.

Section 24.6. Unused sick leave may be converted to cash upon death or retirement. The conversion shall be one-quarter of a maximum of nine hundred and sixty (960) hours with ten (10) years of service as provided in University policy.

Section 24.7. Sick leave balances shall be shown on all employees' regular paycheck.

Section 24.8. Employees transferring from any political subdivision within the State of Ohio shall be able to bring with them any unused accumulated sick leave upon written verification of same to the Human Resources Department.

Section 24.9. Employees shall be entitled to sell back up to sixty (60) hours of sick time each half year (six months) if they have one occurrence or less of sick time in the preceding half year. The rate of sell back shall be two hours of unused sick time to one hour of pay. In order to get the full sixty (60) hours each six (6) months, an employee must sell back one hundred twenty (120) hours of sick time each six (6) month period. The six-month period begins January 1 and July 1 of each year. Employees must be in active pay status during the entire six month period to receive credit toward selling hours. All requests to sell hours under this provision are the responsibility of the employee.

Sick leave tied to an occupational injury leave shall not constitute a disruption of the employee's ability to sell back sick time.

Signed this 21 day of March, 2016

For the Fraternal Order of Police, Ohio
Labor Council, Inc.



Mark A. Scranton
Staff Representative, FOP OLCI

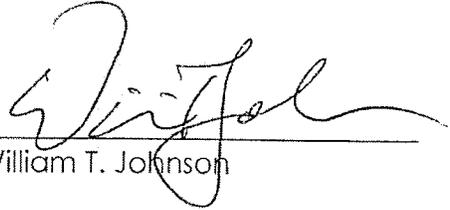


David Waksmundski
Sergeant



Christopher Elliott
Lieutenant

For the University of Cincinnati



William T. Johnson

James L. Whalen
Director, Public Safety

MAR 28 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the University of Cincinnati and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of University Employees in the classification of Sergeants and Lieutenants as certified by the Ohio State Employment Relations Board. The parties agree to the following modifications to the Collective Bargaining Agreement which is set to expire on June 30, 2017.

1. From January 1, 2016 to June 30, 2016, bargaining unit members will continue to be paid for holidays in accordance with current contract language.
2. Starting July 1, 2016, all bargaining unit members shall receive a Holiday Compensatory Time Bank of 148.5 hours. The 148.5 hours is representative of seven (7) holidays and four (4) seasonal closure days, 9 hours for each day at time and a half. Hours in this bank may be used in the same manner as regular compensatory time through December 31, 2016. Hours not used by this date will be paid out by the University no later than January 31, 2017.
3. Beginning January 1st, 2017, all bargaining unit members shall receive a Holiday Compensatory Time Bank of 189 hours as of January 1st of each year of the agreement. The 189 hours is representative of ten (10) holidays and four (4) seasonal closure days, 9 hours for each day at time and a half. Hours in this bank may be used in the same manner as regular compensatory time through December 31 of the year in which it was earned. Hours not used by this date will be paid out by the University no later than January 31st of the following year.
4. Bargaining unit members beginning employment after January 1st in any calendar year shall be pro-rated a Holiday Compensatory Time Bank equal to the number of holidays remaining in the year along with four (4) seasonal closure days, nine (9) hours per day at time and a half. Hours in this bank may be used in the same manner as regular compensatory time through December 31 of the year in which it was earned. Hours not used by this date will be paid out by the University no later than January 31st of the following year.
5. Bargaining unit members desiring to take off a recognized University Holiday or Seasonal Closure day will be required to use accrued time for such purpose otherwise they will be expected to be at work if normally scheduled.

6. Bargaining unit members who leave their employment with the University prior to the end of the year who have Holiday Compensatory time remaining shall be paid out a prorated amount equal to the number of holidays and/or seasonal closure days which have passed.
7. Bargaining unit members who leave their employment with the University prior to the end of the year who have used their entire holiday compensatory time bank may, at the University's discretion, be required to reimburse the University for the time used which had not yet been earned.

FOR THE UNIVERSITY:

FOR THE FOP, OHIO LABOR COUNCIL:



William Johnson



James L. Whalen
Director, Public Safety



Mark Scarron



Christopher Elliott



David Waksmundski

Signed this 28 day of MARCH, 2016.