

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Ohio University (the Employer) and the FOP, Ohio Labor Council (the Union) in order to be consistent with the classified non-bargaining unit employees at OHIO concerning Winter Break Closure (WBC) from December 25, 2015 through January 1, 2016.

The parties agree as follows:

- 1). December 25, 2015 is when OHIO recognizes the Christmas Holiday. December 28, 2015 is when OHIO recognizes the Presidents' Day Holiday. January 1, 2016 is when OHIO will recognize the New Year Holiday. If an employee is required to work on a day designated by the University as a holiday, Article 25 will apply.
- 2). The days in between December 25, 2015 and January 1, 2016 that are not otherwise delineated as an OHIO holiday are WBC days.
- 3). Employees with less than 10 years of University service will receive WBC pay for three (3) winter break closure days (if they do not work);

Employees who have 10 or more years of University Service with OHIO will receive WBC pay for two (2) days and will be required to use one (1) vacation day during the WBC (if they do not work).

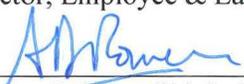
- 4). In order to maintain the campus and provide safety services during the WBC, it is understood that FOP/OLC members will be required to work. If scheduled during the WBC, bargaining unit employees will be required to work during the closure and will be given their days off at a later date (2 or 3 eight hour days depending upon years of service). No overtime will be paid for working a WBC day unless the employee exceeds 40 hours in the work week pursuant to Article 19.
- 5). Employees will use the pay-code designated by payroll for WBC to report the University-provided time off during WBC. Employees with more than 10 years of service who are required to use vacation time for one of the days will report vacation time.
- 6). This MOU will continue in effect until January 30, 2016 and is non-precedent setting.

Date 12.01.15

For the University:

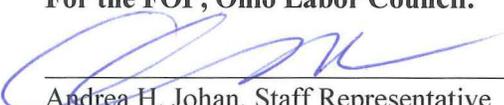


Michael J. Courtney
Director, Employee & Labor Relations



Andrew Powers, Chief of Police

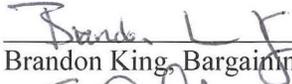
For the FOP, Ohio Labor Council:



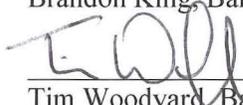
Andrea H. Johan, Staff Representative



Kevin Frith, Bargaining Committee Member



Brandon King, Bargaining Committee Member



Tim Woodyard, Bargaining Committee Member

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 memorializing certain understandings and agreements concerning participation in and assistance with security surrounding the Republican National Convention to take place in Cleveland Ohio July 15 - 23, 2016.

Whereas the State of Ohio maintains a multi-agency task force called Task Force Blue (aka TFB) that is composed of state law enforcement officers who are trained to provide support to local agencies when circumstances exceed that local agency's resources or capabilities; and

Whereas the Ohio University Police Department (OUPD) has a number of officers voluntarily participate in Task Force Blue on behalf of OUPD; and

Whereas some of the OUPD officers who participate in Task Force Blue are also members of the Collective Bargaining Unit represented by the FOP/OLC; and

Whereas the OUPD officers who participate in Task Force Blue have been activated to deploy to Cleveland, Ohio from July 15 to 23, 2016 to assist the Cleveland Police Department during the Republican National Convention; and

Whereas said officers are expected to be on call and remain duty ready during the entire period of their deployment to Cleveland; and

Whereas the Collective Bargaining Agreement currently contains language for placing some, but not all, members of the bargaining unit on call and requiring them to be duty ready,

The parties therefore agree that for the express purpose of the OUPD Task Force Blue members assisting the Cleveland Police Department during the Republican Nation Convention as described herein, the following shall apply:

1. Compensation will be provided to the TFB officers who are in an on-call status as is provided per the CBA to detectives and/or canine officers who are placed in an on call status. Specifically, each officer will be placed in an on call status while deployed to Cleveland and as such, will receive eight (8) hours of time added to his/her compensatory time balance for each week s/he is placed in an on call status.
2. Since the deployment is scheduled to last eight (8) days, and on call status for detectives and canine officers is assigned in weekly increments, the TFB officers will be placed in an on call status for a period of two (2) weeks beginning 12:01 a.m. on July 15, 2016 and ending at 11:59 p.m. on July 28, 2016.
3. Each TFB officer will receive a total of sixteen (16) hours added to his/her compensatory time balance and will have 5.33 hours added to the overtime roster for every 8 hours of comp time added to his/her compensatory time balance.

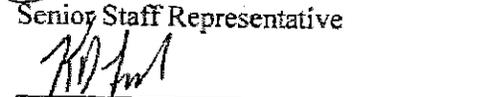
- 4. Task Force Blue officers whose compensatory time balance is currently 105 hours or more shall receive the number of hours needed to reach the contractual compensatory time balance limit of 120 hours and will be monetarily compensated for the remaining balance of the sixteen (16) hours (E.g., if an officer has a current comp balance of 110 hours, she will receive 10 hours of comp time and 6 hours of pay as on call compensation for the Cleveland deployment).
- 5. The on call pay provided in this MOU will not affect the fact that TFB officers will be paid in accordance with the CBA for all hours actually worked during the deployment. The on call compensation is merely to compensate the TFB officers for remaining duty ready and available during the hours they are not actively working while in Cleveland.
- 6. If the deployment extends beyond 11:59 p.m. on July 28, 2016 the on call pay will continue to accrue in eight (8) hour blocks each time a new week begins while the deployment is continuing (I.e., officers will receive eight more hours if the deployment continues into July 29, 2016 and an additional eight (8) hours if the deployment is still continuing on August 5, etc.).

The parties further agree that the terms of this MOU are meant to cover and apply to this one-time event (the Republican National Convention to be held in Cleveland Ohio from July 15 - 23, 2016) and any additional period(s) of time immediately following the Convention as may be requested by the Cleveland Police Department and shall not serve as, function as nor be interpreted as precedent between the parties.

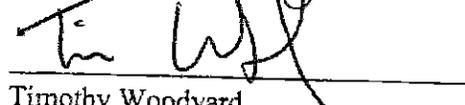
Date 7-12-16

For the FOP, Ohio Labor Council, Inc.:


 Andrea H. Johan,
 Senior Staff Representative

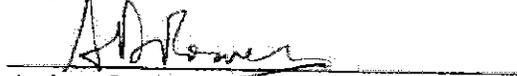

 Kevin Frith,
 Negotiation Committee Member


 Brandon King,
 Negotiation Committee Member


 Timothy Woodyard,
 Negotiation Committee Member

For Ohio University:


 Michael J. Courtney, Director
 Employee & Labor Relations


 Andrew D. Powers, Chief
 Ohio University Police Department

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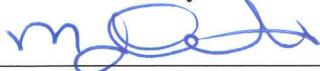
- 1). December 26, 2016 is when OHIO recognizes the Christmas Holiday. December 27, 2016 is when OHIO recognizes the Presidents' Day Holiday. January 2, 2017 is when OHIO will recognize the New Year Holiday. If an employee is required to work on a day designated by the University as a holiday, Article 25 will apply.
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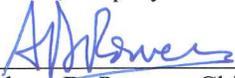
- 4). In order to maintain the campus and provide safety services during the WBC, it is understood that FOP/OLC members will be required to work. If scheduled during the WBC, bargaining unit employees will be required to work during the closure and will be given their days off at a later date (either 2 or 3 eight hour days for those on 8 hour shifts or 2 or 3 ten hour days for those on 10 hours shifts) depending upon years of service). No overtime will be paid for working a WBC day unless the employee exceeds 40 hours in the work week pursuant to Article 19.
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Date 11-28-16

For the University:



Michael J. Courtney
Director, Employee & Labor Relations

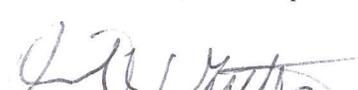


Andrew D. Powers, Chief of Police

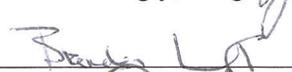
For the FOP, Ohio Labor Council:



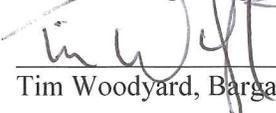
Andrea H. Johan, Staff Representative



David Gillogly, Bargaining Committee Member



Brandon King, Bargaining Committee Member



Tim Woodyard, Bargaining Committee Member