

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 Article 30 (Wellness) in the collective bargaining agreement between them covering the term July 1, 2014-June 30, 2017 (SERB Case number 2014-MED-03-0440).

The parties agree that:

1. All articles and/or sections not specifically modified by this MOU shall remain in full force and effect for the balance of the contract term; and
2. The terms in this MOU shall become effective upon full execution by both parties; however, any police officer on staff as of July 1, 2014 who might have been on probation shall be permitted to participate; and
2. Article 30 Wellness shall be modified and will read as follows for the balance of the contract term:

Article 30: Wellness

Section 30.1 Policy Statement

It shall be the policy of the Ohio University Police Department to strive to support wellness/good health among its members. Furthermore, the Ohio University Police Department recognizes the importance of maintaining an appropriate degree of physical fitness among police officers in order to promote officer safety and the effective completion of job related duties. In furtherance of this policy, all employees of the Ohio University Police Department in the rank of police officer, whether or not they have completed their new-hire probationary period are allowed to participate in the entire wellness program as described in this article.

Section 30.2 Mandatory Health Component

The goal of this component is to insure that officers are screened for health risks in those areas recognized by the American Heart Association or others to be indicators of serious physical health problems. Those areas of screening undertaken and provided by the Department will be:

A. Blood Pressure Evaluation

Use of American Heart Association standards; those medically at risk will be provided further resources in accordance with the University insurance plans.

B. Cholesterol Screening

Use of American Heart Association standards for reference; those medically at risk will be provided further resources in accordance with the University insurance plans.

C. Body fat evaluation

Use of Cooper’s standards for reference; those medically at risk will be provided further resources or references for body fat reduction or increase.

Should officers exhibit signs during the health screenings indicating a possible health problem exists, the officer should seek appropriate screening and further advice from their own doctor pursuant to the health plan options chosen by the officer.

Section 30.3 Voluntary Physical Fitness Component

The goal of this component is to insure that officers are screened for physical fitness as well as to provide an incentive for high performance of physical fitness components.

Officers may choose to participate in an annual, voluntary physical fitness evaluation component that will follow the health screening. The physical fitness evaluation will use the Fit Force norms for the aerobic power test and the Fit Force norms for sit-ups and push-ups. The aerobic power test may be accomplished using any of the following, at the officer’s choosing: the 1.5 mile run, the Balke Treadmill Test or the VO₂ Max Test.

Officers will earn days off with pay as indicated below during the contract year of evaluation if they successfully pass the voluntary physical fitness component at certain percentiles (averaged overall events) for their age and gender.

In the 80 th percentile	2 days
In the 60 th percentile	1 day

The days off will be scheduled in advance subject to appropriate staffing on shift as are personal and vacation days.

Officers will be notified in writing of their performance scores in a reasonable period of time after completion of the testing.

Testing for health and fitness will be during the officers’ on-duty schedule. Testing opportunities will be offered once each year with a minimum of thirty (30) calendar days advance notice to officers, unless the thirty (30) day advance notice is voluntarily waived by individual officers. A qualified health and fitness professional employed or contracted by Ohio University shall administer the voluntary physical fitness component as described in this article.

Section 30.4 Physical Fitness/Wellness and Job Performance

The Ohio University Police Department’s physical fitness program is voluntary and therefore is largely dependent on the individual officers’ professionalism and desire to insure their ability to safely and effectively perform job related tasks. Officers who are unable to safely and effectively perform valid job related duties due wholly or in part to a lack of physical fitness,

shall be subject to disciplinary actions as would occur for such a failure due to other circumstances.

Section 30.5 Continuance of Program

The voluntary portion of the wellness program will be made available every year of the Collective Bargaining Agreement (CBA) if there is a minimum of twenty-five (25%) officer participation in the voluntary physical fitness component

Date 6-1-15

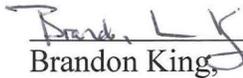
For the FOP, Ohio Labor Council, Inc.:



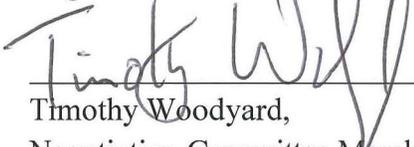
Andrea H. Johan,
Senior Staff Representative



Kevin Frith,
Negotiation Committee Member



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Negotiation Committee Member

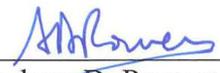


Timothy Woodyard,
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For Ohio University:



Michael J. Courtney, Director
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Andrew D. Powers, Chief
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