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**AGREEMENT BETWEEN
BOWLING GREEN STATE UNIVERSITY
AND
THE INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, LOCAL NO. 103, AFL-CIO**

**Effective – July 1, 2012
Expires – June 30, 2015**

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PREAMBLE

This Agreement, made and entered into as of the 1st day of July, 2012, in Bowling Green, Ohio, is by and between the Bowling Green State University [hereinafter “University”] and the International Union of Police Associations, Local No. 103, AFL-CIO [hereinafter “Union”].

ARTICLE 1

RECOGNITION

Section 1.10. The University recognizes the International Union of Police Associations, Local No. 103, AFL-CIO [“Union”] as the exclusive representative for purposes of collective bargaining with respect to all matters pertaining to wages, hours, or terms and conditions of employment of those nonprobationary employees in the following unit certified by the State Employment Relations Board on December 19, 1991 in Case No. 91-REP-06-0165:

Included: Full-Time Police Cadet, Full-Time Police Officer 1, Full-Time Police Officer 2, Full-Time and Part-Time Radio Dispatchers, Full-Time Radio Dispatcher 2, Full-Time Records Management Officer.

Excluded: All other employees.

Section 1.11. The University shall not negotiate nor make any collective bargaining agreement or contract with any individual working in classifications identified in Section 1.10 of this agreement, covered herein. Any agreements entered into between the University and the employees covered herein shall be through duly authorized representatives of the Union. Any other agreements shall be of no effect.

Section 1.20. This Agreement contains the full and complete Agreement on all bargainable issues between the parties. Any aspect of wages, hours, terms and conditions of employment not covered by this Agreement is declared to have been expressly eliminated as a subject for collective bargaining, and during the life of this Agreement, the parties waive any right to request further bargaining or negotiations, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The University hereby reserves the right to make, change, and enforce rules, policies and procedures which do not conflict with the terms of this Agreement.

Section 1.30. The parties intend this Agreement to supersede, to the extent allowable by law, any and all provisions of the Ohio Revised Code and the Ohio Administrative Code and any other state or local laws or ordinances setting forth wages, hours, or terms and conditions of employment of the employees subject hereto.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.10. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or by applicable state or federal law, all rights to manage, direct or supervise the operations of the University and all of its employees are vested solely and exclusively with the University and/or its designated representatives, and shall not be subject to the grievance procedure.

Section 2.20. Not by way of limitation of the foregoing paragraph, but only to indicate the type of matters or rights which belong to, and are inherent in, the University, the University retains the right to:

- (1) Hire and transfer employees;
- (2) Discharge, suspend or discipline employees for cause;
- (3) Determine the number and job titles of persons required to be employed, laid off or recalled;
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees;
- (5) Make any and all rules and regulations not inconsistent with this Agreement;
- (6) Determine the work assignments of its employees;
- (7) Determine the basis for selection, retention and promotion of employees to or from positions not within the bargaining unit established by this Agreement;
- (8) Determine the type of equipment used and the sequence of work processes;
- (9) Determine work standards and the quality and quantity of work to be produced;
- (10) Transfer or subcontract work;
- (11) Consolidate, merge or otherwise transfer any or all of its facilities, property processes or work with or to any other entity, or affect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;

- (12) Terminate or eliminate all or any part of its work or facilities.

ARTICLE 3

NONDISCRIMINATION STATEMENT

Section 3.10. It is the intention of the parties that the Agreement shall be administered and interpreted in accordance with laws relating to discrimination on the basis of age, disability, handicap, national origin, race, creed, color, religion, or sex.

Section 3.20. All references to employees in this Agreement designate both sexes, and wherever gender is used, it shall be construed to include both male and female employees.

Section 3.30. Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

ARTICLE 4

SAVINGS CLAUSE

Section 4.10. In the event that any provision of this Agreement is finally declared unlawful by an appropriate, duly authorized tribunal, it shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) through good faith negotiations.

ARTICLE 5

IUPA, AFL-CIO REPRESENTATION

Section 5.10. The University shall recognize two (2) employees, plus the president of the Union or his/her designee, designated by the members of the bargaining unit and approved by the Union, to act as Union representatives. The aforementioned individuals shall be authorized to represent bargaining unit employees through the Grievance procedure.

Section 5.20. No one shall be permitted to function as a Union representative until the Union has presented the University with written notice of the person's selection. The Union shall provide the University with an official roster of all Union officers and authorized Union

representatives which shall be kept current at all times and shall include the following: (1) name; (2) address; (3) home telephone number; and (4) Union office held.

Section 5.30. Nonemployee representatives of the Union shall be admitted to the University's facilities for the purpose of processing grievances or attending meetings as permitted herein only with prior approval of the Director of Public Safety/Chief of Police or his/her designee. Upon approval, the Union representative shall identify himself/herself as such to the Director of Public Safety/Chief of Police or his/her designee. Approval shall not be unreasonably withheld.

Section 5.40. The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt normal work duties of other employees; the Union further agrees not to conduct any Union business during normal work time except to the extent authorized in Section 5.50, below. Union representatives shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.

Section 5.50. Union representatives shall be permitted reasonable time to investigate, present and process formal grievances on University property without the loss of pay during their regular working hours; provided that, in each and every instance where such time is required, only one (1) representative is assigned to a grievance, and such representative notifies the Director of Public Safety/Chief of Police or his/her designee of the need for absence from his/her duty station. Union representatives shall make all reasonable efforts, however, to process all grievances during nonworking hours.

Section 5.60. The Union may use the existing bulletin board within the department to communicate Union-related matters such as meetings and elections, recreational events, and committee reports. No notice of a political or personal nature directed toward the University or any officer, employee, or trustee thereof may be posted.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.10. A grievance is defined as any dispute regarding the interpretation or application of this Agreement between the University and an individual member or members of the bargaining unit. Pending a decision on a grievance, the University's order shall be followed as given with regard to the employee(s) involved. To avoid unnecessary repetition, grievances stemming from the same set of circumstances may be filed as a "class action grievance" on behalf of all covered employees similarly affected.

Section 6.20. The Union and the University agree that it is important that complaints and grievances be processed as quickly as possible at each administrative level set forth below. To that end, the number of days indicated herein shall be considered a maximum. The time limit

specified may, however, be extended by mutual written agreement between the University and the employee or his/her designated union representative.

Section 6.30. If a grievance is not presented within seven (7) workdays after the employee knew or reasonably should have known of its occurrence, it shall be considered not to have existed or occurred. In the event that the University does not respond to a grievance within the specified time limits, the grievance may be appealed to the next step of the grievance procedure.

Section 6.40. Nothing contained in this Agreement shall be construed to limit the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the University administration through usual channels of communication.

Section 6.50. Step One: The grievant(s) should first discuss his/her problem or grievance on an informal basis with his/her immediate supervisor. The immediate supervisor shall then attempt to resolve the matter informally and shall respond to the grievant(s) within seven (7) workdays.

Section 6.60. Step Two: If the grievance has not been settled after Step One, it may be presented in writing on the proper form prepared for that purpose to the Director of Public Safety/Chief of Police within seven (7) workdays after the immediate supervisor's response is due. The grievant, a Union representative, or the Director of Public Safety/Chief of Police (or his/her designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) workdays following receipt by the Director of Public Safety/Chief of Police of the written grievance appeal. The grievant and, at his/her option, a Union representative, shall attend such meeting. The Director of Public Safety/Chief of Police (or his/her designee) shall render a decision in writing to the employee within seven (7) workdays following the meeting or receipt of the written grievance, whichever occurred later. A copy of the Director of Public Safety/Chief of Police's decision is to be sent to the Chief Human Resources Officer and the local Union president.

Section 6.70. Step Three: If the grievance still remains unadjusted after Step Two, it may be presented in writing to the Chief Human Resources Officer (or his/her designee) within seven (7) workdays after the response of the Director of Public Safety/Chief of Police (or his/her designee) is due. The grievant, a Union representative, or the Chief Human Resources Officer (or his/her designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) workdays following receipt by the Chief Human Resources Officer (or his/her designee) of the written grievance appeal. The grievant and, at his/her option, a Union representative shall attend such meeting. The Chief Human Resources Officer (or his/her designee) shall render a decision in writing to the grievant(s) within seven (7) workdays following the meeting or receipt of the written grievance, whichever occurred later.

Section 6.80. Arbitration: Any grievance which is not resolved through the grievance procedure may, only at the request of the Union, be submitted to arbitration. Notice of the request for arbitration must be served on the University in writing, within fifteen (15) workdays

from the date on which the Union received the Chief Human Resource Officer's (or his/her designee's) written decision in Step Three.

Section 6.81. Within fifteen (15) workdays following the University's receipt of the Union's request for arbitration, the Union and the University shall attempt to identify a mutually acceptable arbitrator. If such attempts are unsuccessful, the parties shall request the Federal Mediation and Conciliation Services (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrators will be accomplished by alternate striking of names from the list with the Union striking the first name. If the arbitrator thus chosen cannot serve, the parties shall request a new list and shall begin the selection process anew.

Section 6.82. The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any nonemployee witnesses shall be borne, if at all, by the party calling them. Any affected bargaining unit member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his/her normally-scheduled working hours on the day of the hearing.

Section 6.83. The arbitrator shall conduct a fair and impartial hearing on the grievance. It is expressly understood that the ruling and decision of the arbitrator, within his/her function as described herein, shall be final and binding, providing such decision does not exceed the jurisdiction or authority of the arbitrator set forth in this Section. Only disputes involving issues subject to resolution through the grievance procedure based upon the facts presented shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

Section 6.84. For purposes of this Article, workdays shall be defined to exclude Saturdays, Sundays and holidays recognized in this Agreement.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.10. It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that, during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University.

Section 7.20. No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University. Violation of this

provision shall be just cause for disciplinary action, up to and including discharge, as determined by the University, subject to appeal only to the grievance procedure, with the only issue to be determined by the arbitrator being whether a violation of this Section actually occurred.

Section 7.30. In the event any violation of this Section occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or other interference with normal University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately instruct members of the bargaining unit to return to their duties at once.

Section 7.40. The University agrees that, during the term of this Agreement, it shall not lock out any bargaining unit member covered by this Agreement.

ARTICLE 8

RESPONSIBILITIES AND DISCIPLINARY ACTION

Section 8.10. Each member of the Union is responsible for self-discipline. If an employee is unwilling or unable to discipline himself/herself, disciplinary action becomes a responsibility of the University.

Section 8.20. Any discharge, demotion, suspension, or other disciplinary action shall be for just cause.

Section 8.30. An employee will not be discharged without first being afforded the opportunity for a conference before the Chief Human Resources Officer, or his/her designee, in which conference the employee may give his/her version of the events at issue. The employee will be advised of his/her right, at his/her option, to have a Union representative present at such conference.

Section 8.40. Internal investigations will be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any bargaining unit member. The employee will be given notice of the complaint in writing prior to any questioning. Investigations and recommendations will be completed and submitted within thirty (30) days after the complaint has been received by the investigating supervisor. Investigations taking longer than thirty days may be extended by mutual agreement. Before an employee may be disciplined for refusing to answer questions or for refusing to participate in an investigation, the employee will be advised that his/her refusal may subject him/her to disciplinary action.

Section 8.50. This Agreement, and the Appendices attached hereto and included herein by this reference, contain the entire agreement of the parties for the duration specified in

Article 28 and supersedes, in its entirety, all previous collective bargaining agreements between the parties.

ARTICLE 9

EMPLOYEE RIGHTS

Section 9.10. An employee has the right to the presence of a representative of his/her bargaining unit and/or the Union's Business Agent and the right of cross-examination of all witnesses at disciplinary hearings.

Section 9.11. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him/her shall be advised of his/her Constitutional Rights before any questioning begins.

The employer recognizes that criminal investigations of an employee should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

Section 9.12. Before an employee may be charged with any violation of University policies, procedures, and rules for a refusal to answer questions or participate in an investigation, s/he shall be advised that his/her refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

Section 9.13. Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. All such time an employee is required to participate in an investigation that is not his/her normal scheduled working hours, s/he shall be compensated at the appropriate rate of pay. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.

Section 9.14. The employee will be given notice of formal and informal complaints prior to any questioning. If a formal complaint is made, the employee will receive a copy of the complaint. If the complainant requests confidentiality, the name and identifying information of the complainant may be redacted. Pursuant to a confidentiality request, hand written or other forms of formal complaints may be typed prior to providing a copy of the complaint to the employee. Investigations and recommendations will be completed and submitted within (30) days after the complaint has been received by the investigating supervisor. Investigations taking longer than thirty days may be extended by mutual agreement.

Section 9.15. If a single anonymous complaint is made against an employee with respect to which there is no corroborative evidence and the complaint is determined to be unfounded, no record of such complaint shall be included in the employee's personnel file.

Section 9.16. The employer may divulge that a particular employee is under investigation, but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the employee when upon inquiry the Employer divulges the fact that an employee is under investigation.

Section 9.17. An employee who has been charged with a violation of any University policies, procedures and rules shall upon request be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge.

Section 9.18. No hearing that may result in the dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.

Section 9.19. The University shall not obtain evidence in the course of an internal investigation through the use of administrative pressures, threats or promises made to the employee, nor shall the University make voluntary disclosure in any subsequent criminal court action of any evidence obtained in an internal investigation, unless compelled by subpoena or other appropriate court order to do so.

Section 9.20. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action, unless compelled by subpoena or other appropriate court order to do so. Only a certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations.

Section 9.21. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedures established herein.

Section 9.22. Any employee who is the subject of a disciplinary investigation has the right upon request to have a union representative present during any interview.

Section 9.30. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

ARTICLE 10

WORK PRACTICES

Section 10.10. The University and the Union will adopt a schedule for both commissioned officers and dispatchers consisting of non-rotating, permanent shift assignments based on a 40 hour work week within a 7 day period (Sun.-Sat.) with 5 eight-hour work days and

two days off in each 7 day period.

There will be six day off keys for commissioned officers in patrol that will rotate backwards on a 28 day cycle among the day off patterns listed below. This will result in 13 schedules per calendar year. In some years, the first or last schedule may consist of more than 28 days or will slightly overlap with another calendar year.

- Friday/Saturday
- Thursday/Friday
- Tuesday/Wednesday
- Monday/Tuesday
- Sunday/Monday
- Sunday/Saturday

Several in-service training days will be placed on the schedules in advance for each commissioned officer. Unless prior permission is given by the Director of Public Safety/Chief of Police or his/her designee, officers are expected to attend all scheduled training, and some in-service training topics will be mandatory. Examples of mandatory topics include but are not limited to firearms, Pepperball, ASP, ethics, OC spray, CPR/AED.

Final schedules will be posted separately for each 28 day cycle. The University will make a good faith effort, but cannot guarantee, to post the upcoming 28 day patrol schedule 14 days prior to the start of the schedule. The University will also make a good faith effort, but cannot guarantee, to schedule a minimum of three (3) officers per shift during the fall and spring semester when classes are in session. In order to facilitate maximum flexibility for the scheduling of training and the accommodation of leave time, the University will schedule a minimum of (2) officers during these periods:

- the dayshift on the day after spring commencement until the dayshift on the Monday of the week prior to the start of the fall semester
- the dayshift on the day after fall commencement until the dayshift on the Sunday before the start of the spring semester
- the dayshift on the Saturday leading into spring break until the dayshift on the Sunday before classes resume after spring break
- the dayshift on the Wednesday before Thanksgiving until the dayshift on the Monday after Thanksgiving

The Union acknowledges that circumstances such as officer absenteeism, scheduled training, extended leaves of absence, department staffing levels and other circumstances affect the University's ability to achieve the above scheduling goals. In addition, some events or campus activities may require scheduling above the minimum staffing levels. If unexpected events, activities or emergencies arise on short notice that will require greater staffing on the shift than what has been scheduled and if prior approval by the Director of Public Safety/Chief of Police is not practical, the OIC of a shift may increase staffing levels until such time the extra personnel are no longer needed. In such cases, the OIC shall notify the Director of Public Safety/Chief of Police of the reason for the increased staffing by the next business day.

Section 10.20. With prior approval from a supervisor, police officers who work the same shift may be allowed to trade days off with each other within the same 7 day work week. With prior approval of a supervisor, officers will occasionally be permitted to trade shifts for the same day with an officer on another shift for one day if the officer initiating the request cannot get the day off on his/her own shift by using leave time due to staffing levels or other circumstances. Trading shifts will not be permitted if it will result in one or both of the officers exceeding maximum duty hours. Trading shifts will not be granted on a regularly recurring basis. With prior approval from a supervisor, an officer may be permitted to move their days off within a 7 day work week, but leave time requests shall always take precedence over moving days off. As a result, requests to move days off will only be granted in limited circumstances when the supervisor determines it will not adversely impact staffing levels on the days in question. In some cases approval for moving days off will not be able to be given more than 48 hours in advance. It is understood that approval of requests to trade days off or trade shifts shall not be unreasonably withheld and denials will be made based on the parameters set forth in this section.

Section 10.21. Radio Dispatchers and Police Officers assigned to patrol will bid for shifts by seniority. The shift selection process will begin on September 1st of each year and will be completed no later than September 15th. After supervisors have been assigned their shift and day off keys, bargaining unit officers will bid for available officer keys within their assigned shift by seniority. The key containing the pattern of three schedules having Sunday/Saturday off will be reserved for bidding by a bargaining unit officer. The day off key selection for commissioned officers in patrol will begin no later than September 16th and will be completed no later than September 30th. The new shift and day off key selections will take effect with the start of the work week that contains January 1. When the Director of Public Safety/Chief of Police determines to fill a vacancy or a new addition to a shift in any classification, consideration shall be given to the preference of senior members within that classification when filling the spot on the shift. Only Police Officers and Radio Dispatchers with two (2) full years of service as such with the BGSU Police (not including time as a Police Cadet) will be permitted to bid for shifts. The Director of Public Safety/Chief of Police will have first selection of shift assignment for those bargaining unit members with less than two (2) years of service in their respective classification.

Section 10.22. Leave requests shall be approved in a timely manner in the order they are received. However, no leave request will be accepted more than one year in advance of the time the member is requesting time off. Leave requests should ordinarily be submitted via electronic mail.

Any leave requests that are submitted for the upcoming schedule year prior to the shift and day off key selection process may not be able to be approved as quickly. If no other leave requests have been received for the same time period that may conflict with the request, a supervisor will notify the employee that they can have the time off work, but the employee will not know how much or what type of leave time it will be necessary to use until the shift bidding and day off key selection process is complete. Members who submit leave requests for the upcoming schedule year that conflict with other requests for the same time period will have to wait for approval until the shift bidding and day off key selection process is complete.

Section 10.30. The work day and starting time for each individual will be determined by the Director of Public Safety/Chief of Police on an operational basis and each bargaining unit member will be made aware of the starting time for the operation to which he/she is assigned. Each bargaining unit member will be entitled to one (1) 30 minute paid meal period within his/her eight hour shift unless an emergency situation makes this impossible. The regular shift starting and ending time may be varied by up to two (2) hours with as much advance notice as possible.

Bargaining unit members and the University will attempt to limit hours worked to sixteen (16) in any twenty-four (24) hour period, unless extenuating circumstances exist, at which time the OIC will determine hours to be worked by members in excess of sixteen (16) in any twenty-four (24) hour period.

Section 10.40. Special Events For purposes of this Section, a “special event” shall be defined as the provision of on-campus security and/or police services at events such as athletic contests and social functions (among others) that are determined by the Director of Public Safety/Chief of Police or his/her designee to be events that will require a security and/or police presence beyond what normal shift staffing levels will allow.

The University shall give bargaining unit members the first opportunity to work non-supervisory assignments at special events prior to utilization of non-bargaining unit members of the BGSU Police Department, other police agencies or other security forces. For special events worked during the term of this agreement, members shall receive the straight-time hourly rate of pay or applicable overtime rate of pay in effect for such employee at the time the work is performed.

The Director of Public Safety/Chief of Police or his/her designee will determine the number of BGSU police supervisors and the number of bargaining unit members that will be required to adequately staff each special event. Normally, events that require 3 total police personnel or less will not require a supervisor to be assigned to the event so long as a Police Officer 2 or a Police Officer 1 with at least five years of experience at the BGSU Police Department is working events that have 2 or 3 police personnel assigned to the detail. When a supervisor is not assigned to the event, the Police Officer 2 or Police Officer 1 with the most seniority at the event shall be the officer in charge of the event. Events that require 4 or more police personnel will require the presence of one or more supervisors. Factors such as the past history of the event, complexity of the event, intelligence surrounding the event, the expected number of attendees, and the presence of alcohol (among others) shall be used to determine the appropriate type and level of staffing at any special event.

When five or more total BGSU commissioned police personnel are working a special event or a series of special events that overlap significantly, an additional dispatcher will be assigned to assist with special event radio traffic if there are not already two dispatchers scheduled to work during the hours of the event(s). If an additional dispatcher does not sign up for the special event, the eligible dispatcher with the lowest accumulated overtime hours will be mandated to work the event. When there is a tie in the total accumulated overtime hours among dispatchers, the dispatcher with the lowest seniority shall be mandated to work the event. Only bargaining unit members will be mandated to work bargaining unit special event overtime positions. When staffing

levels require a special event overtime posting for an additional dispatcher, the Dispatch and Records Supervisor may sign up for the special event, but first priority for non-supervisory assignments will be given to bargaining unit members.

The event postings for officers will clearly indicate the number of BGSU police supervisors and the number of bargaining unit members required to work the event. Bargaining unit member positions will be filled first by the bargaining unit members who sign up for the event and are eligible for the whole event with priority given to those who have the lowest number of accumulated overtime hours. If not enough bargaining unit members are available for the whole event to fill all bargaining unit positions, BGSU police supervisors who signed up for the event and are eligible for the whole event will be used to fill these positions next. If there are still not enough BGSU commissioned police personnel who sign up and are available to work the whole event to fill the event posting, attempts will be made to split the event and fill it by those bargaining unit members or supervisors (in that order) who are available to work part of the event.

At least half of the total number of commissioned police personnel (bargaining unit members plus supervisors) required to adequately staff any special event shall be made up of BGSU police personnel whenever possible (where half the total number of BGSU police personnel shall result in a fraction, the total number of BGSU police personnel required shall be rounded down to the next whole number). If not enough BGSU police personnel sign up for the event to achieve half of the total number of police assignments for the event, employees who are eligible for the whole event will be mandated to work the event. Bargaining unit members will be mandated to work bargaining unit positions. Employees with the lowest accumulated overtime hours will be mandated first.

When there is a tie in total accumulated overtime hours among bargaining unit members, the bargaining unit employee with the least seniority shall be assigned and/or mandated to work the bargaining unit positions for an event.

A one person event must be worked by a BGSU commissioned police person. If no BGSU police personnel sign up for a one-person event, the bargaining unit member with the lowest accumulated overtime hours will be mandated to work the event.

Employees who have been scheduled for leave time or are scheduled for regular days off adjacent to scheduled leave time on the date of the special event shall not be considered eligible for the special event and shall not be mandated to work the event. After available spots for the event have been filled by all interested eligible employees, employees who are scheduled for leave time or are scheduled for regular days off adjacent to leave time on the date of the event may make themselves available to work the event so long as the scheduled leave time does not overlap with the hours of the posted event.

The list of total accumulated overtime hours shall be made available to employees when final assignments are made for any special event and upon request. The list of overtime totals will be returned to zero and started over for all employees once per year on the first day of the new schedule year.

If the bargaining unit member with the lowest number of accumulated overtime hours has previously been mandated to work an event in any given schedule year, the bargaining unit member with the next lowest hours on the list will be mandated to work the event instead. In no case shall a bargaining unit member be mandated to work a special event more than once per schedule year. Employees who do not sign up for the event and are eligible for the whole event shall not be mandated to work an event if it was posted for staffing less than 2 weeks prior to the date of the event or if the event is less than 3 hours in duration.

Once an employee indicates on the posting that they are willing to work all or part of an event, it is their responsibility to check to see if they are subsequently assigned to the event. Once an event posting has been taken down and employees have been assigned, those who are assigned to the event are required to work the event unless prior permission is given by the Chief of Police or a Captain to be replaced by another BGSU police employee.

The University continues to reserve the right to utilize non-bargaining unit police or security forces for those special events for which a sufficient number of bargaining unit members cannot be assigned. The University shall be given ample notice of such a circumstance.

The University shall request that special event organizers give at least a 24 hour cancellation notice to the BGSU Police Department. Upon receiving notice, the dispatcher or officer in charge of the shift shall promptly contact employees who were assigned to work the event to notify them of the cancellation. When special events are canceled with less than 24 hours notice to the police department, the University shall pay all employees for 2 hours that were assigned to work the special event. When special events are not canceled but are rescheduled for another date with less than 24 hour notice to the police department, an employee eligible to work the re-scheduled event shall be assigned to it and is due no compensation for the canceled event. Any employee who is not eligible to work the special event on the date the event is rescheduled for shall be paid by the University for 2 hours. When special events are canceled or rescheduled with no notice or less than a 1 hour notice to the BGSU Police Department and the employee has reported to work for the event ready, willing and able to work, the University shall pay all employees assigned to work and who have reported to work for the special event for the hours the event was originally estimated to last.

Adequate staffing on the shifts shall take priority over special event staffing. However, employees will only be pulled from special events to work shift coverage as a last resort after all other options for covering the shift have been exhausted.

Except in extenuating circumstances, no employee shall be required to work more than 16 hours in any 24 hour period. Any employee working 16 consecutive hours in a 24 hour period must be afforded 8 hours off work before returning to duty for a shift or a special event. Employees are not considered eligible for a special event if it would cause them to exceed maximum duty hours.

Section 10.50. If an employee works one or more special events during the work week, the University shall not require the employee to change their schedule for the purpose of reducing or eliminating the employee's opportunity to receive overtime compensation during the same work week.

Section 10.60. Work Practices. Bargaining Unit members are considered essential employees during a severe weather closing of the University and shall be paid two and one-half (2 ½) times their hourly rate for all hours worked during the weather emergency.

ARTICLE 11

DUES CHECKOFF

Section 11.10. The University shall deduct regular initiation fees, assessments, and biweekly dues from the pay of Union members who are employees in the bargaining unit covered by the Agreement upon receipt from the Union of individual written authorization cards, voluntarily executed by the bargaining unit member for that purpose, and bearing his/her signature; provided, that:

Section 11.11. A bargaining unit member shall have the right to revoke such authorization by giving written notice to the University and the Union during the thirty (30) day period preceding the termination of the Agreement;

Section 11.12. The University's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization from the bargaining unit member or upon transfer of the bargaining unit member to a job classification outside the bargaining unit;

Section 11.13. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees and any of its agents, harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the University for the purpose of complying with any of the provisions of this Article.

Section 11.20. As a condition of continuing employment, all employees in the bargaining unit, after sixty (60) days following the beginning of employment of the effective date of the collective bargaining agreement, whichever is later, shall pay a fair share fee to the Union. This arrangement does not require any employee to become a member of the Union.

ARTICLE 12

UNIFORM AND EQUIPMENT REGULATIONS

Section 12.10. The University will continue to provide bargaining unit members with all uniforms, clothing, apparel, and equipment required by the University. All equipment issued to bargaining unit members remains the property of the University. In the event a bargaining unit member becomes temporarily or permanently separated from his/her employment with the University, he/she shall be required to surrender all University equipment to his/her appropriate supervisor.

Section 12.20. Bargaining unit members shall maintain all their uniforms and shall keep accessories clean, neat and in good repair. Bargaining unit members are responsible for the careful and proper use of all equipment and property entrusted to their care. The University will continue to bear the cost of dry cleaning of uniforms.

Section 12.30. At any time and at his/her discretion, when it is reasonable to believe such action is in the best interest of the University, the Director of Public Safety/Chief of Police (or his/her designee) may deny permission to any bargaining unit member to be equipped with any uniform or equipment items. Any such denial of permission shall not be construed as disciplinary, and shall not be subject to review through the grievance procedure.

Section 12.40. Minor maintenance of uniforms and equipment is the responsibility of each bargaining unit member.

Section 12.50. The University will continue to provide bargaining unit members with body armor as University economics and/or outside grants permit. The University will make a good faith effort to issue body armor in conformance with NIJ ratings.

ARTICLE 13

BENEFITS

Section 13.10. The University will provide to members of the bargaining unit the group health insurance plan presently, or in the future, provided to other University classified employees.

Section 13.20. The University will provide to members of the bargaining unit the group life insurance plan presently, or in the future, provided to other University classified employees, but shall not be less than currently provided for.

Section 13.30. The University will provide to members of the bargaining unit the educational fee waiver benefits presently, or in the future, provided to other University classified employees, but shall not be less than currently provided for.

Section 13.40. The University will provide members of the bargaining unit with parking decals at no cost, so long as parking is provided free for other University classified employees.

Section 13.50. The University reserves the right to change the rates, benefits, and the present or successor insurance carriers, and/or funding mechanisms, in concert with changes applicable to nonbargaining unit classified employees. Members of the bargaining unit represented by the Union shall be permitted to select one (1) representative to serve on the University's Health Wellness and Insurance Committee.

Section 13.60. At the time of the employee's retirement from the University with ten (10) or more years of total public service, the employee may elect to receive cash for one-fourth (1/4) of the employee's accrued but unused sick leave balance. In order to be eligible, the employee must meet the age and service requirements set by the State Retirement System as well as the service requirements for sick leave conversion. If the employee decides to choose this option, payment will be based on the rate of pay at the time of retirement. Maximum number of hours that may be paid is 240. If the employee leaves the University and applies for retirement at a later date, any sick leave payment will be done in accordance with Ohio law. The employee must be a public employee in a paid status at the time of retirement in order to receive the one-fourth (1/4) accrued/unused sick leave balance payment.

In the event of the employee's death while in service to the University and with ten (10) or more years of total public service in the State of Ohio, the employee's beneficiary or the employee's estate is eligible to receive payment for one-fourth (1/4) of the accrued but unused sick leave balance not to exceed the same maximum number of 240 hours.

Section 13.70 At the discretion of the University and with the recommendation of the Director of Public Safety/Chief of Police, employees who were initially hired as Police Cadets and who resign prior to completing probation may be required to repay to the University the cost of attending the Academy.

ARTICLE 14

SENIORITY

Section 14.10. Seniority shall be defined, in regard to a bargaining unit member who was a member of the bargaining unit at the time of certification of the Union, as a bargaining unit member's continuous service in any position at the University. For all other bargaining unit members, seniority shall be defined as a bargaining unit member's continuous service in one or more of the bargaining unit positions within the Police Department at the University. An employee shall have no seniority during his/her probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the employee's most recent date of hire into a bargaining unit position, except as described in Section 14.60. Upon a request from the Union, the University shall provide the Union with a seniority list which shall include each employee's name, date of hire and job title.

Section 14.20. Seniority shall be broken and terminated when an employee: (1) quits; (2) is discharged for just cause; (3) is laid off for a period of more than twelve (12) consecutive months; (4) is disabled from work due to illness or injury for a period of eighteen (18) months or for the length of the employee's accrued sick leave, whichever is longer; or (5) retires from the University.

Section 14.30. Probationary Status: It is mutually understood that each new employee is on probationary employment status twelve (12) months. Absence from work for any

reason for a period exceeding thirty (30) consecutive days, except schooling required by law, shall not be included in calculating an employee's probationary period. The time a Police Cadet spends in the Police Academy will be considered probationary status to be served in addition to the twelve (12) months of probation as a Police Officer 1. Further, such probationary employee is subject to discharge at any time during his/her probationary period at the sole discretion of the University. Any discharge of a probationary employee shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Section 14.40. When two (2) or more employees commence service with the University on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest being the least senior.

Section 14.50. Upon promotion of a bargaining unit member to a higher pay-rated classification, such member is on promotional probationary status for a period of six (6) months. During such probationary period, at the discretion of the University, such employee may be returned to his/her former classification. Such return to former classification shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Section 14.60 A bargaining unit member who leaves the unit and is subsequently allowed to re-enter the unit shall retain the seniority he/she had when they left the unit. The Director of Public Safety/Chief of Police shall determine the length of probation period the re-entering employee shall serve, but in no case shall the probation period exceed twelve (12) months. Re-entering employees shall be treated as new probationary employees, as described in section 14.30.

ARTICLE 15

LAYOFF AND RECALL

Section 15.10. In the event the University decides to reduce the work force, members of the bargaining unit will be laid off in accordance with this Article.

Section 15.20. The University shall determine which classification(s) is to be reduced and the number to be reduced in such classification(s).

Section 15.30. Probationary employees in the classification(s) to be reduced shall be laid off before members of the bargaining unit with seniority are laid off.

Section 15.40. The member of the bargaining unit in the classification(s) to be reduced with the least seniority will be laid off first and so on until the total number of layoffs in the classification(s) has been reached. Any employee laid off pursuant to this Article shall have the right

to displace another employee with less seniority within the bargaining unit in the same or lower-rated classification provided such employee has the present ability and qualifications to perform the work.

Section 15.50. If the University decides to fill vacancies in the classification(s) from which members of the bargaining unit are on layoff, laid off bargaining unit members will be recalled in reverse order to that in which they were laid off, provided that such bargaining unit member has not been continuously laid off from the University for more than twelve (12) months.

Section 15.51. A laid off employee holding recall rights to a Police Officer 2 classification may be recalled to a Police Officer 1 vacancy (and paid at the rate of a Police Officer 1) in accordance with the seniority of laid off police officers. An employee exercising a recall right under this Section may fill any subsequent Police Officer 2 vacancy which occurs no more than twelve (12) months after the original layoff date.

Section 15.52. A police officer may refuse a recall under Section 15.51 without effect upon a police officer's remaining recall rights.

Section 15.60. A laid off bargaining unit member shall retain seniority rights for recall twelve (12) months from his/her date of layoff, after which all seniority and recall rights shall be forfeited.

Section 15.70. Laid off bargaining unit members may elect to participate in the University's federally-mandated COBRA plan.

ARTICLE 16

NONBARGAINING UNIT EMPLOYEES

Section 16.10. Nonbargaining unit employees, supervisors and/or part-time personnel may perform work ordinarily performed by bargaining unit members so long as it does not directly result in either the layoff (or the extension of a layoff) of a bargaining unit member or a bargaining unit member being scheduled for less than forty (40) hours per week.

ARTICLE 17

HOLIDAY OBSERVANCE

Section 17.10. Each bargaining unit member shall be entitled to eight (8) hours of pay for ten (10) paid holidays per year. The named holidays are: New Year's Day (January 1), Martin Luther King Day (third Monday in January), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth

Thursday in November), Columbus Day (observed on the day after Thanksgiving), Veterans' Day (November 11), Christmas Day (December 25) and Presidents' Day (observed on December 24).

Section 17.20. For bargaining unit members assigned to shifts, each holiday shall be observed on the date noted in Section 17.10. Anyone not scheduled to work on a holiday will receive a paid day off on the date of the holiday. Regular days off will not be scheduled to fall on holidays for any bargaining unit member. Unless the Director of Public Safety/Chief of Police determines activity levels will require otherwise, two commissioned officers per shift will be scheduled to work holidays during periods where minimum staffing is 2; three commissioned officers per shift will be scheduled to work holidays during periods where minimum staffing is 3; one dispatcher will be scheduled to work on holidays.

For bargaining unit members who are not assigned to shifts and who consistently work a Monday through Friday schedule, the holidays listed in 17.10 will be observed on the dates the University selects for all other classified staff members.

The day off keys for commissioned officers in patrol will include holidays off. The number of holidays off for each key will be equalized to the extent possible. After bidding for shifts and the selection of day off keys, commissioned officers will be permitted to trade holidays off with each other, even if they work different shifts, provided it does not cause an officer to exceed maximum duty hours. Members wishing to trade holidays with each other must notify their immediate supervisors prior to the posting of the schedule containing the holiday in question.

Section 17.30. Full-time bargaining unit members scheduled or required to work on a holiday listed in section 17.10 above shall be paid (8) hours of holiday pay at their straight time hourly rate of pay in addition to their regular rate of pay for all hours worked. For full-time bargaining unit members, working on a holiday ordinarily results in overtime pay for all hours worked because that will cause the bargaining unit member to accumulate more than 40 hours in a 7 day work week. A bargaining unit member's schedule shall not be changed to avoid paying them overtime for hours worked on a holiday unless the employee requests such change.

Part-time bargaining unit members shall be paid holiday pay at their straight time hourly rate of pay for the same number of hours that they are scheduled to work or normally would have been scheduled to work on the holiday, up to a maximum of (8) hours. In addition to the holiday pay, they will also be compensated at one and one half times their straight time hourly rate of pay for all hours worked on a holiday.

Section 17.40. A bargaining unit member who is on vacation leave, sick leave, personal leave or compensatory time at the time a holiday is observed pursuant to section 17.10 above shall be paid holiday pay as described herein in lieu of being charged for the leave hours. Consistent with Section 20.20 of this Agreement, a member showing a pattern of calling off sick on or adjacent to holidays that they are scheduled to work may be subject to discipline for abuse of sick leave.

Section 17.50. A bargaining unit member who is on leave without pay or layoff at the time of a holiday shall not be eligible for holiday pay.

ARTICLE 18

COMPENSATION

Section 18.10. Employees hired in the classifications of Radio Dispatcher 1 on or after June 30, 2009 and Police Officer 1 on or after June 30, 2007 shall follow the competency based pay plan in Appendix C to achieve the hourly rates listed below. The rates listed below shall be adjusted proportionately in accordance with across the board increases (if any) provided to classified University employees during calendar years 2013 and 2014, effective when those increases become effective for all other classified staff.

COMISSIONED OFFICERS:

Hire Rate as Police Cadet	\$19.00
Start Rate as Police Officer 1	\$21.00
Competency Level 1	\$21.90
Competency Level 2	\$22.80
Competency Level 3	\$23.70
Competency Level 4	\$24.60
Competency Level 5 – Police Officer 2	\$25.50

DISPATCHERS:

Hire Rate	\$16.00
Competency Level 1	\$17.00
Competency Level 2	\$18.00
Competency Level 3	\$19.00

Section 18.20. Employees in the classifications of Radio Dispatcher 1 who were hired prior to June 30, 2009 and Police Officer 1 and Police Officer 2 who were hired prior to June 30, 2007 shall to the extent possible receive all of the training listed in the competency levels in Appendix C before the expiration of this Agreement and shall receive an increase in hourly wage rates equal to Competency Level 5 for officer and Competency Level 3 for dispatchers effective July 1, 2012. Those whose hourly rates already exceed the maximum Competency Level shall receive a 2% increase effective July 1, 2012 and a one-time lump sum payment of \$1000. Additionally, all employees hired prior to the dates listed in this section shall receive an increase in their hourly wage rates equal to across the board increases (if any) provided to classified University employees during calendar years 2013 and 2014, effective when those increases become effective for all other classified staff.

Section 18.30. All bargaining unit employees shall be paid one and one half times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a work week. In the event that a bargaining unit member works in excess of his/her scheduled hours, the university will not reduce the remainder of an employee’s scheduled work week in order to avoid overtime compensation unless the employee requests such action.

Part-time bargaining unit employees shall be paid one and one half times their regular straight time hourly rate after eight (8) hours of work in any single day.

Section 18.40. Holiday pay and approved paid leave time (vacation time, personal leave, compensatory time and sick leave) shall be considered as hours worked for the purpose of computing overtime.

Section 18.50. The University shall maintain a uniform record keeping system for payroll purposes that is consistent with the federal Fair Labor Standards Act (FLSA).

Section 18.60. Compensatory Time. Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. Each overtime hour worked shall be equal to one and one-half (1 1/2) hours of compensatory time. An employee may accumulate a maximum of four hundred eighty (480) hours in any fiscal year. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. When an employee completes and submits his/her time report form on the Monday following completion of the previous payroll week, the employee must elect in writing to accrue compensatory time in lieu of pay for overtime hours worked. So long as it will not unduly disrupt the operations of the Police Department, an employee will be permitted to take compensatory time off within a reasonable time after requesting it. Any request to take compensatory time off must be made at least forty-eight (48) hours in advance. Compensatory time off may be used in minimum increments of not less than one (1) hour.

Section 18.70. Compensatory time shall not be allowed for employees working outside their classification for another University Department or Division.

Section 18.80. A minimum of two hours pay will be granted to officers for mandatory court appearances that do not occur during or immediately adjacent to their scheduled work hours.

Section 18.90. The University shall pay a shift premium to employees as provided herein.

A shift premium of \$.35 per hour worked shall be paid to any employee who is regularly scheduled to start work on or after 12:00 p.m. and before 7:00 p.m. Starting times between this period shall be known as the afternoon or "B" shift.

A shift premium of \$.30 per hour worked shall be paid to any employee who is regularly scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. Starting times between this period shall be known as the night or "C" shift.

ARTICLE 19

OVERTIME

Section 19.10. No overtime is scheduled or worked, except as determined by the Director of Public Safety/Chief of Police or his/her designee. As necessary, members may be required to work overtime to the extent necessary to provide a staff of officers the University considers adequate.

Section 19.20. Shift coverage overtime shall be assigned in the manner set forth in Appendix A to this Agreement.

Section 19.30. Special events overtime shall be assigned in the manner set forth in Section 10.40 of this agreement.

Section 19.40. Overtime for working scheduled holidays shall be assigned in the manner set forth in Article 17 and Article 10 respectively.

ARTICLE 20

LEAVES

Section 20.10. The policies currently, or in the future, applicable to classified staff employees at the University regarding leave of absence, special leave, family leave, maternity leave, leave without pay, paternity/adoption leave, personal leave, sick leave, vacation leave, jury duty and court leave shall apply to bargaining unit members, and shall be maintained at no less than current levels.

Section 20.20. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse may be subject to disciplinary action in accordance with Article 8 of the collective bargaining agreement. A pattern of abuse includes, but is not limited to, a history of abuse of sick leave as evidenced by a frequent pattern of use contiguous to holidays, weekends, vacations and days off. Any discipline imposed pursuant to this Section shall be administered in accordance with the principles of Section 3.10 of this Agreement and also shall be administered impartially throughout the Department of Public Safety.

Section 20.30. Any bargaining unit member calling in sick shall be considered sick for the twenty-four (24) hour period commencing with the scheduled shift starting time and will not be eligible for overtime during that period. In the event overtime results from a bargaining unit member calling in sick, the Employer shall make a good faith effort to fill the overtime in accordance with the applicable overtime procedures.

ARTICLE 21

PERFORMANCE EVALUATION/PROMOTION

Section 21.10. The University will endeavor to evaluate a bargaining unit member's work performance at least twice during the probationary period. Each evaluation will be accompanied by an interview with the member's immediate supervisor. Thereafter, performance evaluations will be conducted twice annually. Informal mid-year evaluations will be completed in January; annual evaluations will be completed in May of the year on a mutually agreed form. Mid-year evaluations will not be archived in the employee's permanent personnel file housed in the Office of Human Resources. Performance notes may be kept to record achievements or opportunities for development. Performance notes are not considered discipline and will be discarded upon completion of the annual evaluation.

Section 21.20. Bargaining unit members *must* meet the necessary requirements to qualify for promotion. Those factors that will be taken into consideration in promotion decisions include, but are not limited to, the following:

- (1) Satisfaction of the minimum job qualifications as established by the University personnel qualifications for the classification;
- (2) Applicant's work history and performance of all previous assignments;
- (3) Educational background;
- (4) Training background;
- (5) Aptitude and/or familiarity with the required duties of the vacant position; and
- (6) Other job-related factors.

Section 21.30. All vacancies in the job classifications of police officer 1, police officer 2, radio dispatcher 1 or 2, and records management officer may be filled by the University as it deems proper, including being filled with nonbargaining unit members. However, the University shall give fair consideration to interested bargaining unit members.

Vacancies in the job classifications of police officer 1 and dispatcher shall be offered first to current part-time employees performing such work on the main campus.

ARTICLE 22

OUTSIDE EMPLOYMENT

Section 22.10. No bargaining unit member shall accept outside employment that interferes with the member's performance of his/her duties or responsibilities of his/her position with the University or that compromises the member's position with the University through a conflict of interest.

Section 22.20. All members desiring outside employment must first submit a written request to the Director of Public Safety/Chief of Police for his/her approval no less than seven (7) calendar days before such outside employment is to begin. Such description shall contain an adequate description of the activity proposed to be engaged in. Approval is subject to ongoing review and approval by the Director of Public Safety/Chief of Police and may be withdrawn at any time with written notification to the member. It is understood that approval shall not be unreasonably withheld and if approval is not granted it shall be for reasons set forth in Section 22.10 above. The Director of Public Safety/Chief of Police will state in writing the reasons why the outside employment would interfere with the performance of duties or responsibilities of his/her position and/or why the outside employment would compromise the member's position with the University through a conflict of interest.

Section 22.30. Use of University uniforms and equipment during outside employment shall be at the discretion of the Director of Public Safety/Chief of Police.

ARTICLE 23

PERSONNEL FILES

Section 23.10. A bargaining unit member will promptly report changes of home address and telephone number to his/her immediate supervisor in order to maintain current personnel and payroll records.

Section 23.20. Bargaining unit members are permitted to gain access to their personnel file maintained by the University. A bargaining unit member may review his/her personnel file only in the presence of the member's immediate supervisor, the Director of Public Safety/Chief of Police (or his/her designee), or a personnel officer.

Section 23.30. A bargaining unit member may not, of his/her own discretion, mark up, change, or in any way correct the data contained in his/her personnel file. A member may submit a formal written request for changes to his/her immediate supervisor or the Director of Public Safety/Chief of Police (or his/her designee). If the request is granted, the changes will be made by the member's immediate supervisor or the Director of Public Safety/Chief of Police (or his/her designee) in the presence of the bargaining unit member.

Section 23.40. If the bargaining unit member's request for a correction or modification to his/her personnel file is declined, the member can then request that his/her statement of disagreement with the personnel file be placed within the file. The statement of disagreement will remain in the personnel file so long as the file contains information to which the statement of disagreement pertains.

Section 23.50. The personnel file of employees shall be cleared of any offenses in accordance with the Records Retention Program for Public College and Universities in Ohio developed by the Inter-University Council of Ohio.

Section 23.60. The following disciplinary penalties shall not be considered in future disciplinary proceedings in the following circumstances:

- (A) Verbal reprimands or lesser offenses after one (1) year from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the one (1) year period.
- (B) Written reprimands after two (2) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the two (2) year period.
- (C) Suspensions of less than thirty (30) days after three (3) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the three (3) year period.
- (D) Suspensions of thirty (30) days or more after four (4) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the four (4) year period.

Any employee may make a written request to the Director of Public Safety/Chief of Police that a disciplinary penalty be removed from consideration at a point in time earlier than that set forth in the foregoing schedule, which the Director of Public Safety/Chief of Police may approve when it is in the best interest of the Department to do so.

ARTICLE 24

STANDARDS OF PROFICIENCY

Section 24.10. Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency for office. The University will provide

reasonable written or oral (confirmed in writing) notice of such standards and will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

Section 24.20. The failure of a bargaining unit member to meet minimum standards of proficiency shall be grounds for disciplinary action which may include, at the University's option, reduction of classification, transfer to another existing department in the University for which the individual possesses the qualifications, or possible separation from the University.

Section 24.30. Each sworn officer shall maintain certification by the Ohio Peace Officers Training Council.

Section 24.40. Each sworn officer shall demonstrate that they have maintained physical fitness by annually receiving a physical examination, from his/her personal physician during the thirty (30) calendar days preceding October 1 of each year of this Agreement. The sworn officer shall have his/her personal physician complete and return to the University by October 1 of each year a medical form approved by the University which confirms that the officer is adequately fit to perform the essential function of his/her job.

ARTICLE 25

ASSOCIATION OFFICERS

Section 25.10. One officer of the association will be granted the necessary time off to attend conventions and meetings of the International Union of Police Associations, AFL-CIO; such conventions and/or meetings shall not exceed two (2) per year. The Officer shall use available accrued vacation, personal, or compensatory time for this purpose.

ARTICLE 26

LABOR-MANAGEMENT COMMITTEE

Section 26.10. In the interest of sound Labor/Management relations, the Union and the Employer will meet in January, April, July, and October, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the Employer shall be permitted to attend such meeting, except as otherwise agreed. The Employer shall provide for the taking of minutes at committee meetings. Minutes shall be distributed no later than fifteen (15) calendar days following the meetings.

Section 26.20. The party requesting the meeting shall furnish an agenda and the names of persons who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- (A) Discuss the administration of this Agreement;
- (B) Notify the Union of changes made by the Employer which may affect bargaining unit members;
- (C) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
- (D) Disseminate general information of interest to the parties;
- (E) Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- (F) Discuss ways to improve efficiency and work performance; and
- (G) Consider and discuss training matters.

Section 26.30. Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work. Representatives may be permitted to flex their work hours so that they may attend committee meetings while on duty, permission for which shall not be unreasonably withheld and provided that operational needs are met.

Section 26.40. Written responses promised by Employer or Union representatives to items raised by Employer or Union representatives, will be submitted to the other party's representatives who attend such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 27

INJURED WORKER/MORTAL INCIDENTS

Section 27.10. If, in the course of duty, a police officer is directly involved in the use of fatal force, or a mortal wounding, the police officer may receive necessary time off to relieve stress which has resulted from the use of fatal force/mortal wounding. The duration of time and necessity for leave will be determined by the Director of Public Safety/Chief of Police.

The officer shall continue at his/her normal rate of pay for these days and the time will not be charged to his/her vacation or sick days.

The University reserves the right to place the officer involved in the use of fatal force/mortal wounding under the care of a medical or mental health professional of the University's

choosing for a duration of time to be determined by the Director of Public Safety/Chief of Police. The University may require the officer to sign a release of information form for the purpose of determining fitness for duty. Costs associated with this care, after any applicable workers' compensation coverage, will be covered by the University to the extent of the coverage of the University's health care benefit plan.

Section 27.20. If in the course of duty, a bargaining unit member is injured, the university will make a good faith effort to place the member in a transitional work assignment if available, until the employee is returned to full duty or until he/she reaches maximum medical improvement (MMI) as determined under state law pertaining to workers' compensation injuries. In order to be eligible for placement in a transitional work assignment employees must provide a statement of release from their health care provider indicating the expected date of return to full duty and any restrictions which shall be taken into account in determining suitability for placement in a transitional work assignment. The university reserves the right to have an injured employee medically re-evaluated every sixty (60) days by a physician of the employee's choice.

ARTICLE 28

SPECIAL RESPONSE TEAM PARTICIPATION

Section 28.10 The University and the Union share an interest in participation in the Wood County Sheriff's Special Response Team (SRT) for the safety and security of the campus, students, faculty and staff. The direct service to the campus community will remain the overriding concern.

The Director of Public Safety/Chief of Police shall determine the number of participants on the SRT, but in no case will more than one officer per patrol shift be allowed to participate. If SRT team members bid for the same patrol shift, the most senior officer may choose to remain on the patrol shift he/she selected or displace the least senior officer eligible to bid for shifts on another patrol shift. The remaining SRT officers will select patrol shifts by the same process.

Officers participating in the SRT will receive the same pay and benefits to which they are entitled for service to the University.

The University agrees to pay officers responding to an SRT call-out during non-scheduled hours a minimum of two hours pay. Work hours will not be involuntarily reduced to avoid overtime.

ARTICLE 29

DURATION

Section 29.10. This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect until midnight, June 30, 2015, and thereafter for successive periods of one (1) year unless either party, at least ninety (90) days prior to June 30, 2015, but not more than one hundred twenty (120) days prior to June 30, 2015, shall serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

Section 29.20. Either the Union or the University may initiate negotiations, by notice to the other party, not more than one hundred twenty (120) days, and not less than ninety (90) days prior to the expiration of the Agreement. Requests initiated by the Union shall be directed to the Director of Public Safety/Chief of Police (or his/her designee). Requests initiated by the University shall be directed to the Union representative or the President of the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7TH day of DECEMBER 2012.

**INTERNATIONAL UNION OF
POLICE ASSOCIATIONS,
AFL-CIO, Local 103**

By Jerry L. [Signature]

By [Signature]

By Robert M. [Signature]

By J.E. Schaller

By Lawrence [Signature]

**BOWLING GREEN
STATE UNIVERSITY**

By Mary Ellen [Signature]

By [Signature]

By [Signature]

By Monica M. Moll

APPENDIX A

Overtime Policy for Shift Coverage

At times there may be a need for employees to work overtime to maintain adequate staffing on a shift. In an effort to equalize shift coverage overtime among all commissioned officers and dispatchers, shift coverage overtime assignments shall be filled first by employees with the lowest number of total accumulated shift coverage overtime hours. Where such an assignment may result in a patrol shift comprised of all Police Officer 1's with less than five years of service with BGSU Police, an overtime assignment shall be made to a commissioned officer to allow for an Officer in Charge (OIC) on the shift who is a Lieutenant, a Sergeant, a Police Officer 2, or a Police Officer 1 who has at least five years of service with the BGSU Police. In these circumstances the employee who does not have the required years of service shall be considered ineligible for the overtime and will not be charged the hours. A list of all hours of overtime earned for working a shift shall be maintained for hourly commissioned officers, and a separate list shall be maintained for dispatchers. The list of overtime totals will be returned to zero and started over for all employees once per year on the first day of the new schedule year. For purposes of this policy, the Dispatch and Records Supervisor will be considered a dispatcher and will be included on the shift coverage overtime hours list.

When the need for shift coverage overtime is known in advance, the following actions shall be taken:

1. A shift coverage overtime posting will be placed in the roll call area or dispatch center by a supervisor as soon as possible after the need for overtime is confirmed. For those instances known at the time the schedule is created, this will typically occur shortly after the dispatch or patrol schedule is posted.
2. For those instances that are added after the schedule has been posted, an email will be sent to employees in eligible classifications to notify them of the overtime posting.
3. Overtime postings will clearly indicate the date they will be removed so the assignment can be made.
4. Employees shall acknowledge the posting by signing yes or no next to their name, indicating whether they are interested in working the overtime or not.
5. The overtime assignment will be filled first by the individual with the lowest accumulated hours who has indicated they want to work and is eligible for the entire duration of the posted hours for the assignment.
6. If no one who is eligible for the entire duration of the posting wants to work, the overtime assignment can be filled by the two employees with the lowest accumulated hours who volunteer to split the posted hours, if possible.

7. Except in extenuating circumstances, no employee shall be required to work more than 16 hours in any 24 hour period. Any employee working 16 consecutive hours in a 24 hour period must be afforded 8 hours off work before returning to duty for a shift or a special event. Employees who would exceed these maximum duty standards will not be considered eligible for the overtime.
8. When a tie among employees eligible for selection to an overtime assignment occurs in shift coverage overtime hours, the employee with the lowest seniority shall be assigned the overtime. When two (2) or more employees commence service with the Police Department on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest number being the least senior.
9. Employees who are already scheduled to work a shift or a special event during the hours that are posted for shift coverage overtime are not considered to be eligible for the entire duration of the posting.
10. Employees who are already scheduled for leave time during any part of the posted hours are not considered eligible for the entire duration of the posting. Employees cannot work overtime during the same hours that they have requested and been granted leave time.

When a regularly scheduled employee calls in to report an absence that results in the need for shift coverage overtime, the person taking the call shall immediately notify the officer in charge of the shift. The shift supervisor, officer in charge or dispatcher on duty shall take the following action in the order indicated as soon as he/she learns that overtime will be needed on the shift:

1. Contact the commissioned officer or dispatcher with the least number of shift coverage overtime hours listed on the monthly check sheet who can report for and work the entire duration of the shift without creating a conflict with his/her next scheduled reporting time.
2. Except in extenuating circumstances, no employee shall be required to work more than 16 hours in any 24 hour period. Any employee working 16 consecutive hours in a 24 hour period must be afforded 8 hours off work before returning to duty for a shift or a special event. Employees who would exceed these maximum duty standards will not be considered eligible for the overtime.
3. When a tie occurs in accumulated overtime hours, the employee with the lowest seniority (regardless of rank) shall be called first. When two (2) or more employees commence service with the Police Department on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest number being the least senior.

4. If no one is eligible or willing to work the entire duration of the overtime assignment, employees may volunteer to split the overtime hours provided the person filling the overtime assignment is able to make timely contact with another officer or dispatcher who is willing to work the other half. When employees volunteer to split the overtime, they will be charged for the amount of overtime actually worked. Those who were offered the full shift and turned it down will be charged the full 8 hours.
5. Contact a commissioned officer or dispatcher on duty at the time to work an additional four (4) hours over. The commissioned officer or dispatcher who works the first four (4) hours will be the commissioned officer or dispatcher with the least number of accumulated overtime hours of those working at the time the shift is to be filled. Contact a commissioned officer or dispatcher on the oncoming shift to work an additional four (4) hours early. The commissioned officer or dispatcher who works the second four (4) hours will be the commissioned officer or dispatcher with the least number of accumulated shift coverage overtime hours of those scheduled to work the following shift.
6. Employees who have been scheduled for leave time on the date of the need for overtime or who are on days off that are next to scheduled leave time shall not be considered eligible per se for shift coverage overtime generated from call-offs. However, prior to mandating someone to cover a shift, employees on leave time or on days off next to leave time shall be contacted last, according to the lowest accumulated overtime hours to afford them an opportunity to work the overtime assignment if interested. If contact is made, but they do not accept the overtime, they will not be charged the hours. If they do accept and work overtime, they will be charged the hours worked.

If all of these steps should fail, continue to step 7 to mandate someone to work.

7. If you have an employee willing to work the first half of the shift but you cannot reach anyone on the oncoming shift to work the second half of the overtime then the commissioned officer or dispatcher with the least amount of hours will be required to cover the entire shift if necessary, consistent with the established limitation on maximum duty hours allowed.
8. Employees shall not be required to fill mandatory shift coverage overtime on any two (2) consecutive days. If an employee has been mandated to work shift coverage overtime the day before, go to the employee on the list with the next lowest hours.
9. All contacts or attempts to contact will be logged in the order they were completed whether the contact was made by telephone, radio or in person. When calling people who are not on duty, the number listed as their primary number must be called first, and a message must be left. This information will be logged on the overtime Call Log in the shift coverage overtime book. If time permits and employees have listed an alternate phone number or have agreed to receive notice via text message, these additional methods can be used to contact employees. The officer in charge or dispatcher that contacts employees for the overtime shall be responsible for updating the monthly totals

and shall fill out the overtime call log before they end their shift. The shift coverage overtime book shall be kept in roll call and accessible to everyone.

10. When contact has been made with an employee and they refuse the overtime, they shall be charged for the hours on the monthly total sheet. If a commissioned officer or dispatcher is in bed, and the spouse or family member refuses to awaken the employee, then this constitutes a refusal, and hours will be charged on the monthly total sheet. However, if the contacting officer or dispatcher receives no answer or the officer is not home, then this is not considered a refusal, and no hours will be charged.

All positive and negative responses, no answers, and spouse or family refusals must be logged in the appropriate columns of the Call Log.

11. Employees who are already scheduled to work a shift or a special event during the hours that need to be filled are not considered to be eligible.
12. Employees who are already scheduled for leave time during the hours that need to be filled are not considered to be eligible. Employees cannot work overtime during the same hours that they have requested and been granted leave time.
13. When a regularly scheduled employee calls in to report an absence less than two hours prior to the start of their shift, this procedure will be waived by offering the overtime first to the members currently working in order of lowest accumulated hours. Employees may volunteer to accept the first 4 or the full 8 hours of the shift. The person volunteering to work the entire shift will be given preference. If the employee accepts 4 hours, the second 4 hours will be filled according to the procedures above. If there are no volunteers at all among those currently working, the person with the lowest accumulated hours will be mandated to hold over until the shift can be filled by following the procedures above.

APPENDIX B

Excerpts from the BGSU Classified Employee Handbook

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COURT LEAVE

Employees will be granted court leave with pay to attend a hearing by the Bureau of Workers' Compensation, State Personnel Board of Review, Industrial Commission of Ohio, or the State Employment Relations Board. The amount of leave time allowed will depend upon the location of the hearing. For a hearing in Toledo, Ohio, four hours of court leave will be allowed. For hearings located in a city other than Toledo, or requiring more than four hours, the employee may receive authorization for additional court leave with pay by the Assistant Vice President for Office of Human Resources [Chief Human Resources Officer].

If an employee is on paid sick leave or vacation, the employee will be paid court leave with pay for the time spent attending the hearing and the time will not be charged against accrued sick leave or vacation. If on a leave of absence without pay or in any other unpaid status, the employee will not be paid for the time spent attending the hearing.

Classified staff members subpoenaed to appear in court will receive leave with full pay if they are not a party to the action. If a staff member receives a summons to appear before a court - that is, the employee is a party to the action – the employee may use vacation time or take leave without pay to cover the absence.

JURY DUTY

Classified staff who are called to serve on jury duty at the federal, state, or local level, will receive full pay for the days served. All compensation that the employee receives from the court as a result of serving during working hours, however, must be turned into the university bursar; in turn, Bowling Green State University will pay the employee's regular salary for the time served. If, however, the employee performed the jury duty while on vacation or outside of normal working hours, the employee may keep the court payment.

Employees who appear before a court or jury in a matter to which they are a party may use vacation time, personal leave, or unpaid leave. Examples of this include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody hearings or other court-ordered appearances.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Bowling Green State University Employee Assistance Program (EAP) is provided for all employees and their family members as a means to obtain confidential and professional assistance in dealing with the difficult situations in life, which most of us face at one time or another.

The EAP is provided through an external organization, IMPACT Solutions. The following features are found in this program:

1. Always someone to talk to 24 hours a day, 365 days a year.
2. Unlimited phone consultations with a live mental health professional
3. Assistance available to ALL employees and their household members, as well as dependents living away from home and parents and parents-in-law.
4. Guaranteed face-to-face counseling sessions, refreshed on a per problem basis
5. Priority scheduling to promptly address high-risk situations

6. Management referral process
7. Promotional materials, including member cards, newsletters, and posters
8. Legal, financial & identity theft recovery assistance
9. Child & elder care assistance
10. Web portal with daily living/wellness articles, resources, and interactive features
11. Referrals to community resources
12. On-site support
13. Other services

For further information, please contact the Office of Human Resources at 372-8421 or go to: <http://www.myimpactsolution.com/>

Approved by CSC 11/17/10

IMPACT Solution Program begins January 1, 2011.

FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

Bowling Green State University understands the importance of family issues in today's work force. The University also recognizes that more of its employees than ever face conflicting demands of family obligations and work. Because employees may find it necessary to take leave from their jobs for a temporary period to address certain family responsibilities or their own serious health conditions, and in order to comply with the Family and Medical Leave Act (FMLA) of 1993, the University has established a Parental Leave and Family and Medical Leave Policy.

The University will grant an eligible employee leave for up to 12 weeks during a 12-month period for the following reasons:

- The birth or adoption of a child, or the foster care placement of a child.
- To care for a family member of the employee when that family member has a serious health condition.
- A serious health condition of the employee renders the individual unable to perform his or her job functions.

Procedures for FMLA leave will apply also to leaves under state law and University policy that are longer than 12 weeks (medical, disability, maternity, etc.). Leave under state law and University policy will run concurrently with leave under this policy. The University will comply with both federal and state law, as well as University policy regarding these leaves.

A packet of information covering the University's policy, request forms, and required documentation is available in the Office of Human Resources. Employee Rights under the Family and Medical Leave Act of 1993 is contained at the end of this handbook.

Questions or concerns regarding family or medical leave under this action can be addressed by calling the Office of Human Resources (372-2115/8424) or viewing: <http://www.bgsu.edu/offices/ohr/benefits/page11364.html>.

To view the FMLA website, go to: <http://www.dol.gov/esa/whd/fmla/>

FEE WAIVER POLICY

The policies governing fee waiver benefits for classified staff members include the following two divisions with specified sections:

Faculty/Staff Member Fee Waiver Policy

- I. Full-time Faculty and Staff Member
- II. Part-Time Faculty/Staff Member
- III. Retired Faculty/Staff Member

Dependent Fee Waiver Policy

- I. Full-time Permanent Faculty/Staff Member
- II. Part-Time Employee
- III. Post Doctoral Employee
- IV. Widow/Widower or Child of a Deceased Permanent Full-Time Faculty/Staff Member
- V. Cohabitant Spouse and/or Child of a Retired Faculty/Staff Member

The policies can be located at following web site: <http://www.bgsu.edu/downloads/execvp/file84730.pdf>

The forms can be located at the Office of Human Resources web site under Benefit Forms:
<http://www.bgsu.edu/offices/ohr/benefits/index.html>

Fee Waiver Policies approval dates by the BGSU Board of Trustees: Initial approval 1976; Revised July 23, 1982, December 10, 1982, December 6, 1999 and May 7, 2010.
CSC Approved 11/17/10

INSURANCE (PERMANENT Full Time Staff Only)

Beginning the first of the month after your date of hire, you and your eligible dependents are covered under Medical, Dental and Prescription services. The employee pays a portion of the premium costs of individual and family coverage. On the first day you go to work, however, you are insured with Life Insurance and Accidental Death and Dismemberment coverage.

If any changes occur in your marital or family status, contact the Office of Human Resources at 372-2112 or go to:

<http://www.bgsu.edu/offices/ohr/benefits/page11202.html>

For information on employee related services at the Student Health Service, go to:

<http://www.bgsu.edu/offices/sa/health/facstaff/page11238.html>

LEAVE-OF-ABSENCE

A leave-of-absence without pay may be granted for either medical or personal reasons. In no case is an approval of a request for a leave without pay an automatic procedure. Each case is judged by its merits and the impact the absence would have on the effectiveness of the unit and on the mission of the university. A personal leave-of-absence without pay may be granted for the purposes of education or training, which would be of benefit to the University. Classified Staff who seek a leave without pay must obtain a request form through the Office of Human Resources.

A medical leave-of-absence without pay may be granted for illness or disability if the absence is prolonged and sick leave, vacation or personal leave has been exhausted. If granted, the classified staff member may be reinstated to his/her former position or to a similar position upon application for reinstatement and subject to a physician's evaluation. Medical leaves of absence may be for a period up to six months in duration. If a longer period is needed, a disability leave of absence may be granted for up to two-and-one-half years after the initial six-month period.

While on an approved leave-of-absence, group insurance coverage will be continued for the first month of leave, plus two additional months. After that time, arranging for premium payments with the Insurance Office may continue coverage. During the first three months of leave, employees pay the group rate; after that employees will pay the full insurance premium rate.

A classified staff member returning from an approved leave-of-absence will be placed in the job formerly held or to a similar job. Any replacement for a classified staff member on leave-of absence will be on a temporary basis.

The Office of Human Resources must be notified when an employee returns from a leave-of absence.

For more information, go to:

<http://www.bgsu.edu/offices/ohr/benefits/page11364.html>

MATERNITY LEAVE

Prior to a maternity leave request, the employee and supervisor should discuss the length of the leave required, and the amount of sick leave, vacation, or leave without pay that will be applied to the Maternity Leave Request.

A maternity leave for childbirth purposes will be allowed for a period of time that may include pre-delivery, delivery, and recovery time, and not to exceed six months. Medical certification by a physician is required for the required period of time. The medical certification must include the probable period for which the employee will be absent and accompany the maternity leave request.

If the employee is unable to return to work at the conclusion of the maternity leave, or within the six-month period, a medical leave of absence without pay may be requested. Medical certification by a physician is required for the medical leave of absence.

A classified staff member may use any or all of her accrued but unused vacation credit, compensatory time, and accrued but unused sick leave credit during the maternity leave period before going on unpaid leave of absence.

PATERNITY/ADOPTION LEAVE

Pregnancy, childbirth or adoption may require a temporary interruption in the way in which a classified staff member meets customary employment obligations. It is the responsibility of the classified staff member to notify the immediate supervisor of an anticipated birth or adoption, which the classified staff member expects will result in such a work interruption. Moreover, it is the right of the classified staff member to secure the time to attend to pregnancy, childbirth, or adoption leave without affecting his or her employment.

Time needed for paternity/adoption leave is to be arranged and granted under the provisions of the Family and Medical Leave Act (FMLA) Policy. Questions or concerns regarding paternity or adoption leave can be addressed by calling the Office of Human Resources 372-8421 or go to:

<http://www.bgsu.edu/offices/ohr/benefits/page11364.html>

To download a Request for Family and Medical Leave form, go to:

<http://www.bgsu.edu/downloads/execvp/file42866.pdf>

MILITARY DUTY LEAVE POLICY

Bowling Green State University's policy on military duty leave covers all classified employees. Those who are called to duty are covered by the Uniformed Services Employment and Re-employment Rights Act (USERRA), the Ohio Revised Code, and the Ohio Administrative Code related to military duty. For information on the specific details for coverage for those needing military leave, contact the Office of Human Resources or go to: <http://www.osc.gov/userra.htm>

Classified staff who are members of the Ohio National Guard or military reserve units are eligible for military leave with pay. Leave for active duty or field training cannot exceed 31 calendar days per calendar year. A copy of military orders or other authorization document for such duty must be submitted to your supervisor and the Office of Human Resources to qualify for military leave. Such leave is in addition to regular vacation time. The maximum hours for which payment under this provision will be made in any calendar year are 176 hours (22 days).

Classified staff with at least 90 days of University service who are involuntarily called to extended active duty in the military service shall be granted military leave without pay for the duration of such service. Upon application within 90 days of the date of discharge from extended active duty, the individual shall be reinstated to the position held prior to military service. This reinstatement right should be recognized by anyone hired to replace an individual on military leave. If a classified staff member re-enlists or voluntarily extends the original tour of active duty, reinstatement rights are forfeited.

MILITARY SERVICE CREDIT (Public Employees Retirement System)

If you have five (5) years of retirement credit with an Ohio retirement system (PERS, SERS, or STRS), and if you have completed a tour of active military service, you are entitled to "buyback" up to five (5) years of military time for retirement credit. Obviously, you can increase your monthly retirement benefits under PERS by purchasing your active military service credit.

(Career military retirees receiving a pension are exempt from this provision.) Payment for the purchase of active military service may be made by payroll deduction. For additional information on this contact the Office of Human Resources at 372-2113).

For more information, go to OPERS website at: <https://www.opers.org/about/membership/service-credit.shtml>

OUT-OF-STATE SERVICE CREDIT (Public Employees Retirement System)

If you have five (5) years of retirement credit with an Ohio retirement system (PERS, SERS, or STRS), and if you have worked under the federal civil service, another state's civil service program, or other public employment, you are entitled to "buy back" up to five (5) years of out-of-state time for retirement credit. Payment for the purchase of federal civil service, other state civil service, or other public employment may be made by payroll deduction. For additional information on this, contact the Office of Human Resources at 372-2113.

For more information, go to OPERS website at: <http://www.opers.org/>

PERSONAL LEAVE POLICY

Full-time and part-time classified staff is eligible for up to twenty-four hours of personal leave per calendar year on a prorated basis as follows:

Accrued Sick Leave Hours	Eligible Personal Leave Hours
0 – 80.0 Hours	0 Hours
80.01 – 300.0 Hours	8 Hours
300.01 – 600.0 Hours	12 Hours
600.01 – 900.0 Hours	16 Hours
900.01 – 1200.0 Hours	20 Hours
1200.01 or more Hours	24 Hours

Eligibility to use personal leave will be done once annually with available computerized sick leave records used to determine accrued balances. For classified staff, eligible personal leave hours will be determined on sick leave balances as of the first payday of the calendar year.

Staff may use personal leave in any increments of time (minutes/hours/days) to offset the time they normally would have been scheduled to work. Staff may use personal leave only for days and hours for which they normally would have been scheduled to work.

Personal leave may be used for personal or family obligations, mandatory court appearances other than jury duty (criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles), legal or business matters, family emergencies of a nature that require an employee's immediate attention; medical, psychological, dental or optical examination of the employee or the employee's immediate family; weddings of members of the immediate family, religious holidays which fall on a normally scheduled workday for an employee, and any other matter of a personal nature.

Personal leave may be used in conjunction with vacation, or for vacation purposes. It may not be used to cover unexcused absences, or to make up time.

Requests for use of personal leave must be made in advance giving notice to the immediate supervisor, unless the leave is for use in an emergency situation. The immediate supervisor/department/area head as appropriate will establish reasonable notice. Personal leave will be reported on the time report form for classified staff.

Failure to use all personal leave balances during the calendar year in which it is received, will result in forfeiture of the unused personal leave. At the time of separation from the University, employees are not eligible for payment of unused personal leave balances.

The University Payroll Department will maintain records of accruals, usage, and balances for classified staff.

Personal leave may not be used to extend an employee's active pay status, for the purpose of accruing overtime or compensatory time, employee's date of resignation, or date of retirement.

<http://www.bgsu.edu/downloads/execvp/file8129.pdf>

RETIREMENT (Public Employees Retirement System)

All classified staff members of Bowling Green State University are required by law to participate in the Ohio Public Employees Retirement System (OPERS). <http://www.opers.org>

PERS provides hospital and medical insurance to each retiree who receives a monthly benefit and who on July 1, 1986 and after has ten years of Ohio retirement service credit. Time under the State Teachers Retirement System, School Employees Retirement System, as well as military service, out-of-state public service, and Federal Civil Service purchased before January 29, 1981 may also be used in the calculation of this ten-year requirement. Classified staff retiring with less than ten years retirement service credit must make separate arrangements for hospital and medical insurance.

Classified staff members contribute 9.5% of their gross salary, and the University, as the employer, contributes 13.77% of each classified staff member's annual earning to PERS. The University picks up payment of the staff member's 9.5% share. For purposes of Federal and State income taxes, this 9.5% is excluded from the staff member's taxable income. It becomes taxable upon claiming the funds after retirement or upon the optional withdrawal of the account when a person leaves PERS-sponsored employment.

These contributions plus interest from investments provide a fund from which staff members will receive monthly checks after they retire. Staff members are eligible to retire at age 60 with five years of service, at age 55 with 25 years of service, or at any age with 30 years of service. With exception of police officers there is no mandatory retirement age. Police officers must presently retire at the end of the fiscal year in which age 70 is reached.

Service credit is based on income earned each month. A full month's service credit is granted if the employee earns at least \$250 per month. Employees earning less than \$250 per month will receive pro-rated service credit based on the amount of money earned.

Retirees eligible for free health coverage may also pick up a dependent spouse and dependent children subject to a premium deducted from the monthly retirement check.

After eighteen months of employment and contributions to PERS, the retirement system provides for the payment of benefits as well as medical coverage to survivors of deceased members. The retirement system also has provisions for disability retirement due to illness or injury and provides income and medical coverage to the member, medical coverage to the spouse and dependent children, and survivor benefits. To be eligible for disability retirement members must have five years of retirement service credit. Details of these benefits as well as informational brochures are available in the Office of Human Resources (372-8421).

Classified staff members who are on a University-approved leave of absence may be able to purchase a maximum of one year of PERS retirement service credit after they have returned to full-time University service for at least one year.

Classified staff members who terminate public employment before retirement may request a refund of PERS contribution by completing an application form in the Office of Human Resources. After a 90-day waiting period from the last day of employment, PERS will refund the staff member's direct retirement contributions.

When full-time classified staff members retire from BGSU into the Public Employees Retirement System, they are eligible for the following benefits:

- A permanent ID card designating the individual as retired staff.
- The same library and computer privileges as current staff.
- Receipt of the BGSU publications, AT BOWLING GREEN and the MONITOR.
- The same discounts or charging privileges granted to current staff.
- Appropriate office space and support services when possible if the retiree is engaged in part-time instruction or other paid services.
- Opportunity to audit or take a course without payment of the instructional, facility or general fees on a space available basis.
- When requested, the same ticket arrangements and prices for intercollegiate sports events and musical and drama productions.
- When requested, continuing access to BGSU's recreational facilities.

Approved by the Board of Trustees, October 11, 1979

The Office of Human Resources encourages classified staff members to visit at least three months prior to their planned retirement date for a pre-retirement interview.

For information on Retirement Plans, go to: <http://www.bgsu.edu/offices/ohr/benefits/page12557.html>

SICK LEAVE

The University's sick leave policy is determined by state civil service procedures. It provides financial security to classified staff who must be absent because of illness or injury. When an absence is necessary, other individuals in your department must take on your share of the work. Sometimes a temporary staff member may be hired to fill in for you, adding more expense to your department and the University. The sick leave policy, however, provides insurance for you against a lengthy absence because of illness or injury.

All full time employees earn sick leave at the rate of 4 hours, 36 minutes for every 80 hours paid. Sick leave is earned for all hours in active pay status (including vacation, sick leave, and overtime).

Part-time classified staff earn sick leave on a pro-rated basis. It is not earned while you are on unpaid leave of absence. The amount of sick leave that may be accrued is not limited. Sick leave is credited bi-weekly. Your sick leave balance appears on your paycheck (online at: <http://www.bgsu.edu/>). If you have worked for any government body in the State of Ohio in a non-student capacity, within the last ten years, any unused sick leave hours at that agency may be transferred to BGSU and added to your sick leave balance here.

Accumulated sick leave may be used only for absences because of:

- illness-injury-exposure to contagious disease
- pregnancy and postnatal recovery period
- care of staff member's wife and family during postnatal period (maximum 5 days)
- medical, dental or optical examinations or treatment
- serious illness in the immediate family
- death in the staff member's immediate family (maximum 10 days)
- attending the funeral of a friend or relative not in the immediate family (maximum 8 hours)

Family Member is defined as:

- employee's spouse
- parents
- Children
- Grandparents
- Siblings
- Grandchildren
- brother- in-law
- sister-in-law
- daughter-in-law
- son-in-law
- mother-in-law
- father-in-law
- step-parents
- step-children
- step-siblings
- or a legal guardian or other person who stands in the place of a parent (in loco parentis)

Anytime sick leave pay is requested, you must complete a time report form. On this form you must indicate the number of hours used for each day that sick leave pay is requested, as well as furnishing a written statement in the remarks section of the form, justifying the use of sick leave. If the employee or member of the employee's family requires professional medical attention, a certificate from a licensed physician stating the nature of the condition may be required by your supervisor to justify the use of sick leave. Your supervisor will approve or disapprove all requests for sick leave pay.

You must notify your supervisor as soon as possible, but no later than one-half hour after your scheduled reporting time, each day you are unable to report to work because of illness or injury. An exception to this rule applies to classified staff members whose duties must be continuously performed in a department which operates 24 hours a day, seven days a week; in this case, you must notify your supervisor at least two hours before your scheduled reporting time each day of your absence. If you do not give adequate notification, your absence may be charged to AWOL - "absence without leave".

If you have frequent absences due to illness, your absence due to illness lasts three consecutive workdays, or if there is a recognizable pattern to being absent, your immediate supervisor may require a statement from your attending physician regarding your state of health.

If you have a pre-arranged appointment for medical, dental, or vision services, you must inform your supervisor as far in advance as possible so arrangements may be made to cover work requirements.

In case of a medical condition (illness, hospitalization, or convalescence) exceeding seven calendar days, you must keep your supervisor informed of the start and termination of this absence. At the start of such an absence you must provide a doctor's statement concerning your inability to work. When the extended period has ended, you must provide your supervisor with a doctor's statement confirming recovery and ability to perform normal duties.

In some extreme instances, you may be required to take a physical examination, conducted by a licensed physician and paid for by BGSU.

If you fail to comply with the sick leave rules and regulations, you may not be paid for the absence and you could become subject to disciplinary action. If you apply for sick leave "with intent to defraud", your employment could be terminated and you will have to refund all salary/wages you received during your absence to the State of Ohio.

To go to FMLA information, click the link below:

<http://www.bgsu.edu/offices/ohr/benefits/page11364.html>

For FMLA form, click the link below:

<http://www.bgsu.edu/downloads/execvp/file42866.pdf>

At the time of your retirement from BGSU with 10 or more years of total public service, you may elect to receive cash for one-fourth of your accrued but unused sick leave balance not to exceed a maximum of 240 hours. In order to be eligible, you must meet the age and service requirement set by the state retirement as well as the service requirements for sick leave conversion. If you decide you want this option, payment will be based on the rate of pay you earned at your retirement date. NOTE: If you leave BGSU and apply for retirement later, you may not be eligible for this sick leave payment. You must be a public employee in a paid status at the time you retire in order to receive your one-fourth accrued/unused sick leave balance payment.

In the event of your death while in service to Bowling Green State University, and with ten or more years of total public service in the State of Ohio, your beneficiary or your estate is eligible to receive payment for one-fourth of your accrued but unused sick leave balance not to exceed the same maximum number of 240 hours.

SPECIAL LEAVE

The Special Leave Policy allows full and part-time classified staff members the opportunity to voluntarily request leaves of absence anytime during the calendar year subject to the following stipulations:

1. Leave may occur over a period of weeks, months, monthly, or a reduced work schedule of less than 40 hours per week (leave and/or a reduced work schedule is not to exceed a total of three [3] months in a 12 month period).
2. All leaves must be approved by the immediate supervisor and the dean, director, or area head. To request a leave of absence, the staff member must complete a special leave request form and send the completed form to the Office of Human Resources.
3. No approval will be given to the hiring of temporary/part-time help to fill in for the temporary vacancies created by these leaves. The staff member's absence must not interfere or impede other University operations. Employees on special leave should be available to return to their assignment in the event of unforeseen emergencies.
4. Employees will continue to receive paid regular medical, dental, prescription and life insurance benefits. Employees are responsible for paying applicable insurance premiums.
5. Vacation and sick leave will accrue for hours actually worked.
6. In the case of PERS retirement credit accrual, employees will receive a full month of credit if earnings are a minimum of \$250.00 per month, partial credit if employees earn less, and no credit if there are no earnings.
7. The status of full-time and part-time staff members remains the same.

To go to Special Leave Request Form, click link below:

<http://www.bgsu.edu/downloads/execvp/file12517.pdf>

TAX DEFERRED ANNUITIES

Federal legislation enables staff members of educational institutions to invest money and reduce their taxes at the same time. The program is called a "tax-deferred annuity." The Board of Trustees approved such a program for BGSU faculty and staff effective June 1, 1970. The Board stipulated that companies who provide the annuities must:

1. Obtain a minimum of twenty bona fide annuity applications from BGSU employees.
2. Meet all criteria compatible with BGSU payroll procedures and with Federal Internal Revenue Code requirements. The University does NOT provide comparative cost figures, performance data, or any information about the various annuity companies. For basic information, call the BGSU Benefits Office.

<http://www.bgsu.edu/offices/ohr/benefits/page12558.html>

TOLEDO INDUSTRIAL RECREATION AND EMPLOYEE SERVICES (T.I.R.E.S.)

The Toledo Industrial Recreation and Employee Services Council is a non-profit association of management representatives from leading Toledo and surrounding area businesses, academia, industry, government and community service organizations, established to promote employee services and recreational programs for

employees, to promote the exchange of ideas and administrative expertise, and to provide discounted member services.

Bowling Green State University is a member of this organization, and as such, University staff members are eligible for special rates or discounts on products and services that T.I.R.E.S. members have to offer.

Additional information on these services can be obtained by contacting the Office of Human Resources at 372-8421 or going to: <http://www.tirestoledo.org/index.php>

UNEMPLOYMENT COMPENSATION POLICY

Unemployment compensation is a benefit established to assist those employees who, due to a variety of circumstances beyond their control, have lost their positions. If a classified staff member's employment is permanently terminated through no fault of their own and there is no assurance of continued work, such a change in one's employment situation at Bowling Green State University is covered under Ohio Unemployment Compensation laws. Examples of circumstances under which an employee would be eligible for unemployment compensation include a lay-off due to a lack of work, a reduction in force for budget reasons, loss of grant-funding, etc. University employees who are temporarily furloughed during the semester break periods (3 per year) are not covered by the Ohio Unemployment Compensation laws and are, thus, ineligible for unemployment compensation benefits during these break periods.

The standard procedure for applying in Ohio involves registering for benefits by telephone or internet. The application process requires information on your work history for the past year, dependency information, and the reason for being out of work. The Bureau will confirm the information you provide with your employer(s), and then determine if you are eligible to receive benefits, how much you will receive each week, and the duration of payment. Once approved, you are eligible for benefits for any period of unemployment that occurs within one year from the date the initial application was made. However, you must reopen the claim for each period of unemployment, and again, the Bureau will determine your eligibility.

Ohio law requires a waiting week for each new application filed. Benefits cannot be paid for the waiting week until after the period has been served and you have qualified and received three consecutive payable weeks of total unemployment.

The Office of Human Resources will assist you with any questions or problems regarding your rights and eligibility regarding unemployment compensation.

For more information or to view the Office of Unemployment's website, go to: <http://jfs.ohio.gov/ouc/>

VACATION

Full-time Classified Staff

Bowling Green State University regards vacation as a period of rest and relaxation earned by past service. The University's vacation policy is determined by state civil service procedures. Time away from the work place is an important benefit earned.

All permanent, full-time, classified staff members earn annual vacation leave. Upon completion of the staff member's initial probationary period, vacation may be utilized as it is accrued.

If you have worked for any governmental body in the State of Ohio in a non-student capacity; the amount of prior Ohio public service may be credited to you in determining your accrual rate. If you are a full-time classified staff member, you earn vacation according to years of service with the State on the following schedule effective July 1, 1996:

Length of Service	Annual Vacation	Accrual Rate Per Pay Period	Maximum Accrual Effective 1-1-99
Under 1 year	As Accrued (Upon completion of Initial probationary Period)	3 hours 6 Minutes	Not Applicable
1 through 5 years	80 hours	3 hours 6 Minutes	160 Hours
6 through 10 years	120 hours	4 hours 36 minutes	240 hours
11 through 15 years	160 hours	6 hours 12 minutes	320 hours
16 years and over	200 hours	7 hours 42 minutes	480 hours

Vacation is earned each bi-weekly pay period at the rate shown above for each period of paid service. Vacation leave can be accumulated up to the maximum number of hours as shown in the maximum accrual column above. Your biweekly paycheck (online at: <http://www.bgsu.edu/> click on mybgsu web portal) shows the vacation accrual balance you have. If you do not use your vacation, you will lose all hours beyond the maximum accrual. It is your responsibility to monitor your accrued vacation time. Vacation is not earned on overtime. Vacation used must be reported on your time reporting form the Monday following the week it was used.

For purposes of determining whether a classified staff member has 1, 6, 11, or 16 years of service, active employment with any agency or subdivision of Ohio shall be counted. Time spent in military service or time spent on authorized leave-of-absence (12 months or less, followed by reinstatement) is counted. Time spent in the Ohio National Guard prior to becoming a public employee is also counted. However, no vacation is earned during the leave-of-absence or military leave period. Your up-to-date accumulated vacation will be reported on your paycheck website.

If a holiday falls during your vacation period, the holiday does not count as a day of vacation. If you terminate your employment with less than one year of BGSU service, you are not entitled to payment for unused vacation. At the time of separation or retirement, all permanent full-time classified staff who have completed at least 2,081 hours of service to the university are eligible to receive payment for accrued but unused vacation time.

Your supervisor is responsible for scheduling and approving vacations in your department. Vacations are taken at such time as your supervisor approves. Vacation approval is not dependent on the employee's reason for such requests. You should arrange your vacation dates with your supervisor as far in advance as possible.

12-Month Permanent Part-time Classified Staff

Permanent part-time classified staff employed on a continuous (12-month) basis earns vacation upon completion of their initial probationary period, on a prorated basis, depending on the amount of hours worked

per pay period. Vacation is earned according to the number of hours worked, as shown on the following schedule effective July 1, 1996:

Total Hours Worked	Hours Accrued for 80 Hours Worked	Hours Accrued for 2,080 Hours Worked	Maximum Accrual Effective 1-1-99
Less than 2,080	3 hours 6 minutes	80 hours	80 hours
2,080 to 10,400	3 hours 6 minutes	80 hours	160 Hours
10,401 to 20,800	4 hours 36 minutes	120 hours	240 hours
20,801 to 31,200	6 hours 12 minutes	160 hours	320 hours
31,201 and over	7 hours 42 minutes	200 hours	480 hours

Vacation time may be used only in lieu of scheduled work time. Permanent part-time classified staff positions may not be replaced while an individual is on vacation. The scheduling of vacation time requires the approval of the staff member's immediate supervisor and may be utilized as accrued, after completion of the initial probationary period.

Vacation leave can be accumulated up to the maximum number of hours as shown in the maximum accrual column above. If you do not use your vacation, you will lose all hours beyond the maximum accrual.

At the time of separation or retirement, 12-month permanent part-time classified staff who have completed at least 2,081 hours of service to the university are eligible to receive payment for accrued but unused vacation time.

When the employment status of a member of the classified staff is changed from 12-month permanent part-time to full-time, the individual is permitted to transfer accrued but unused vacation time. Use of the transferred vacation time during the first year of full-time service is subject to the rules for full-time staff members.

WORKERS' COMPENSATION

It is your responsibility as a BGSU staff member to observe all safety precautions on your job. Assistance is available through the Office of Environmental Health and Safety 372-2171 on safety rules and practices (for more information go to section SAFETY GUIDELINES).

Employees who are injured at work must complete a BGSU Injury/ Illness Report Form within 24 hours of the incident. If the injured worker is unable to do so, the employee's immediate supervisor may complete the form using the best information available. The completed form, which can be found at <http://www.bgsu.edu/downloads/finance/file14224.pdf> is to be sent to Environmental Health and Safety, 102 College Park.

If you do suffer an on the job injury requiring medical or lost time, you are eligible to apply for Workers' Compensation assistance. All accident claims will be investigated to document time and place of occurrence, determine cause and develop preventative measures.

Any employee injured in the workplace as a result of performing assigned duties and who need to seek medical attention should go to the nearest hospital. The employee should present the Workers' Compensation (WC) card immediately so the hospital does not invoice the university's medical plan. Workers' Compensation cards are available by contacting Benefits Office within the Office of Human Resources.

For more information, go to: <http://www.bgsu.edu/downloads/execvp/file8146.pdf>

To visit Ohio's BWC web site, go to: <http://www.ohiobwc.com/>

APPENDIX C

POLICE OFFICER COMPETENCY-BASED PAY LEVELS

Hiring Rate as Police Cadet: \$19.00 per hour

Training objectives as Police Cadet:

- Successful completion of basic police academy and OPTOC certification

Police Cadets who successfully complete the basic academy and attain OPOTC certification shall become a Police Officer 1 and will remain on probation for 12 months after academy graduation.

Starting or hiring rate as Police Officer 1: \$21.00 per hour

Training objectives during the first year of employment after academy graduation:

- All training tasks in field training program
- Qualification on department issued sidearm and rifle
- ASP (Baton)
- OC (Pepper Spray)
- Defensive tactics
- AED/CPR and basic first aid
- Law Enforcement Automated Data System (LEADS) Certification

Upon completion of the above training, demonstration of competency, and the completion of the one year probationary period as a Police Officer 1 with the agency, the officer's rate increases to \$21.90 per hour.

Training objectives during the second year of employment:

- RADAR
- OVI detection
- Bicycle patrol techniques

Upon completion of the above training, demonstration of competency, and the completion of two years as a Police Officer 1, the officer's rate increases to \$22.80 per hour.

Training objectives during the third year of employment:

- De-escalating mental health crises/incidents involving mentally ill persons
- National Incident Management System (NIMS)/Incident Command System (ICS) training

Upon completion of the above training, demonstration of competency, and the completion of the three years as a Police Officer 1, the officer's rate increases to \$23.70 per hour.

Training objectives during fourth year of employment:

- Sexual assault investigations for patrol officers
- Interview and interrogation techniques for patrol officers

Upon completion of the above training, demonstration of competency, and the completion of the four years as a Police Officer 1, the officer's rate increases to \$24.60 per hour.

Training objective during the fifth year of employment:

- Field Training Officer (FTO) training

Upon completion of the above training, demonstration of competency, and the completion of the five years as a Police Officer 1, the officer's rate increases to \$25.50 per hour and they become a Police Officer 2. The Police Officer 2 agrees to be used as a field training officer if needed. In the absence of a Police Lieutenant or a Police Sergeant, the Police Officer 2 also agrees to be used as an officer in charge (OIC) on the shift or for a special event overtime detail of 3 persons or less.

If for any reason the officer has been willing and able to attend the training listed in each level, but management has been unable or unwilling to permit the officer to attend in the time frames listed, the officer will receive the pay raise at the end of the year of service as scheduled and the department will provide the training to the officer at the earliest possible date thereafter.

If management has given the officer the opportunity to receive the required training in paid status for any of the competency levels and the officer refuses to attend or does not satisfactorily complete the training or demonstrate the required competency, he or she will not receive the pay raise associated with the level, even if the year of service is completed.

RADIO DISPATCHER COMPETENCY-BASED PAY LEVELS

Hiring Rate: \$16.00

Training objectives in first year of employment:

- All training tasks in dispatcher training program
- Basic public safety telecommunicator course

Upon completion of the above training, demonstration of competency, and the completion of one year of probationary employment with the agency, the dispatcher's rate increases to \$17.00 per hour.

Training objectives in the second year of employment:

- Crisis negotiations training for dispatchers

Upon completion of the above training, demonstration of competency, and the completion of two years of employment with the agency, the dispatcher's rate increases to \$18.00 per hour.

Training objectives in the third year of employment:

- De-escalating mental health crises/calls involving mentally ill persons

Upon completion of the above training, demonstration of competency, and the completion of three years of employment with the agency, the dispatcher's rate increases to \$19.00 per hour.

If for any reason the dispatcher has been willing and able to attend the training listed in each level, but management has been unable or unwilling to permit the dispatcher to attend in the time frames listed, the dispatcher will receive the pay raise at the end of the year of service as scheduled and the department will provide the training to the dispatcher at the earliest possible date thereafter.

If management has given the dispatcher the opportunity to receive the required training in paid status for any of the competency levels and the dispatcher refuses to attend or does not satisfactorily complete the training or demonstrate the required competency, he or she will not receive the pay raise associated with the level, even if the year of service is completed.

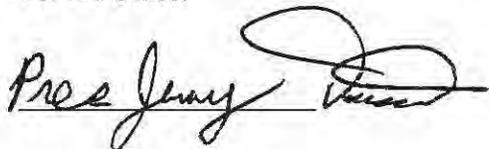
APPENDIX D

Memorandum of Understanding – Officer Fitness

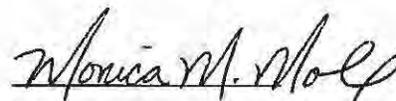
The University and IUPA Local 103 share an interest in promoting office fitness; therefore it is agreed that an Officer Fitness Committee (OFC) shall be established to discuss this matter within thirty (30) days of the signing of the Collective Bargaining Agreement. The committee shall be comprised of two members appointed by the Union and two members appointed by the Director of Public Safety/Chief of Police. The OFC shall make recommendations for the promotion of officer fitness to the Labor Management Committee (LMC) no later than sixty (60) days following the signing of the Collective Bargaining Agreement.

Agreed to on this 7th day of DEC., 2012 by:

For the Union

A handwritten signature in black ink, appearing to read "Pres Jerry" followed by a stylized flourish.

For the University

A handwritten signature in black ink, appearing to read "Monica M. Mole" with a stylized flourish.