



# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The University of Cincinnati  
Emergency Communications Dispatchers**

**and**

**The Fraternal Order of Police,  
Ohio Labor Council, Inc.**

**Effective Date: July 1, 2012**  
**Expiration Date: June 30, 2014**

## **ARTICLE 1** **PREAMBLE**

Section 1.1. The Agreement, entered into by the University of Cincinnati, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2. The mission of the Department of Public Safety is to promote a safe, secure and accommodating environment that furthers the University of Cincinnati's goals of education, research and public service.

## **ARTICLE 2** **RECOGNITION**

Section 2.1. The Employer recognizes the FOP as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 08-REP-05-0087, on September 25, 2008, including:

All full-time Emergency Communications Dispatchers:

but excluding:

All other employees.

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

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

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

### **ARTICLE 3**

#### **UNION SECURITY AND DUES DEDUCTION**

Section 3.1. The Union shall fairly represent all employees covered under this Agreement. Therefore, as a condition of employment, employees who are covered under this Agreement shall, within (sixty) 60 days of employment or within (sixty) 60 days of the effective date of this Agreement (whichever is later), either execute a union membership and payroll dues deduction form or shall have a fair share fee deducted from their payroll checks.

On or before December 31 of each year, the Union shall submit to the University a letter from an officer of the Union which specifies the amount constituting the fair share fee for the upcoming year, which amount shall not exceed the dues uniformly required of members of the Union. The letter shall certify to the University that a fair rebate procedure has been distributed to non-members. Following receipt by the University of the Union's letter, the University shall adjust the amount of the established fair share fee in accordance with the information provided in the Union's letter, effective with the next paycheck due to members of the Bargaining unit, no sooner than ten (10) days following receipt of the Union's letter.

An employee who exercises his/her rights under Ohio Revised Code 4117.09(c) shall, after a determination has been made in her favor by the SERB, meet with the Union to jointly select a lawful charitable fund to which the University shall, as a condition of employment, remit an amount equal to the fair share fee on a monthly basis.

Section 3.2. On a biweekly basis, the University shall deduct the dues established by the Union from the payroll check of each union member who has authorized such a deduction and the established fair share fee from each non-member. These deductions shall be transmitted to the Union no later than the tenth (10<sup>th</sup>) day of the following month, together with an alphabetized list of all employees and the amount deducted from each. A dues deduction authorization is irrevocable for a period of one (1) year from August 1 preceding the date of its delivery to the University, or until the employee moves into a classification not represented by the Union or employment is terminated (whichever occurs sooner). This authorization shall be automatically renewed each August 1 thereafter and shall be irrevocable for said periods of one (1) year unless written notice revoking such authorization is given to the University within the first twenty (20) days of July.

Section 3.3. As an express condition of the University's agreement to grant a fair share fee arrangement to the Union, the Union agrees to hold harmless the University for claims, demands, actions, complaints, suits or other forms of litigation or arbitration, whether or not the Union is a party, that shall arise by reason of actions taken by the University for the purpose of complying with the provisions of this article with respect to

the collection of fair share fees or in reliance on any list, notice certification, affidavit or assignment furnished under any of such provisions by the Union. If the Union is a party, the Union's counsel shall be lead counsel during any litigation or arbitration concerning the fair share fee.

Section 3.4. The University shall provide a copy of this Agreement and a membership and dues deduction authorization form to bargaining unit employees at the University orientation program. The Union will be notified and provided with a schedule of the orientation program that new bargaining unit members will be attending. If the Union wishes to meet with these employees, it will be given the opportunity to do so on the day of the orientation program.

Section 3.5. By the tenth (10<sup>th</sup>) day of each month, the University shall provide the Union with an alphabetical listing of all bargaining unit employees hired in the previous month, including their date of hire, classification, status, work location, rate of pay, home address and phone numbers. In addition, the list shall include any promotions, demotions and transfers (with the employees' previous and new classifications and work locations), terminations and resignations, departures from the bargaining unit and leaves of absence. The University will work with the Union in an effort to provide the monthly information on computer disk, instead of paper copy, depending on computer compatibility.

#### **ARTICLE 4** **FOP REPRESENTATION**

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

Section 4.2. The Employer shall recognize two (2) employees, designated by the FOP, to act as FOP associates for the purposes of administering the collective bargaining agreement. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein. The bargaining committee shall consist of three (3) employees.

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

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate Supervisor

E. FOP office held

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

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

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

Section 4.5. The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP or any FOP Lodge, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

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

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

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

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

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

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

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

## **ARTICLE 5** **MANAGEMENT RIGHTS**

Except as specifically limited by the provisions of this Agreement and University Rules and Policies, the management of the University and the direction of the working force, including the right to hire, promote, transfer, demote, layoff, discharge or discipline for just cause in accordance with the provisions of the Contract is the responsibility of the University. In addition, the work to be performed, the location of the work, the methods or processes, the organization of departments, and the amount of supervision are the responsibility of the University. It is further understood that nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any University official, or in any way abridging or reducing such authority. The above statement of management rights is understood to be descriptive and explanatory and is not restrictive subject to the rights listed in ORC 4117.08(C) – 4117.08(C) (9) or the provisions of this Article.

During the term of the Agreement, management shall bargain with the Union regarding the impacts and effects of the exercise of its rights on employees' terms and conditions

of employment. The parties shall bargain in good faith and attempt to reach agreement when bargaining over the impacts and effect of management's decisions. If no agreement is reached, management reserves the right to implement its decision provided such implementation results in no violation of this Agreement.

## **ARTICLE 6** **NON-DISCRIMINATION**

Section 6.1. The Employer and the FOP agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, age, national origin, disability, ancestry of any person, or FOP membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the Grievance Procedure Article.

## **ARTICLE 7** **LABOR/MANAGEMENT MEETINGS**

Section 7.1. In the interest of sound labor/management relations, the Employer and/or designee(s) shall meet as necessary, but no more than once per month without agreement, with not more than two (2) employee representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship when requested.

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

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

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

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

A. Grievant's name and signature;

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

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

**Step 1:** A grievance may be submitted by the grievant to the director of the area or designee, whichever is applicable, within the time limits set forth in Section 8.3 above. It shall be the responsibility of the director of the area or designee to investigate the matter and to provide a written answer to the grievant within ten (10) calendar days following the day on which the matter was submitted.

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

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

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

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

above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.
- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

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

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

## **ARTICLE 9** **DISCIPLINE**

Section 9.1. The following language on Discipline is the sole source of rights and obligations of the parties to this contract in these matters.

Section 9.2.

- A. An employee may receive discipline for just cause.
- B. The University may take disciplinary action against any employee for actions occurring while the employee is on duty, or off duty actions that negatively impact the employee's ability to function in the community, or working under the colors of the University, or where the employee's conduct violates his/her oath of office.
- C. Employees shall have the right to Union representation at all hearings to determine discipline and conferences that may result in corrective action, or may choose to present their own case.
- D. Discipline shall be taken according to the seriousness of the offense and the basic purpose of such action is corrective and not punitive. The University shall administer progressive discipline that provides the employee the opportunity to understand a problem and the steps necessary to improve identifiable deficiencies.
- E. Discipline may be in the form of, but not necessarily start at, written counseling, written reprimands, suspensions up to thirty (30) calendar days, demotion and/or discharge.
- F. Employees subject to all written discipline including written counseling (up to and including dismissal) shall receive notification of the actions in writing.
- G. Employees who are subject to discipline (except for failure to qualify at the end of their initial probationary period) that immediately results in a suspension, demotion or dismissal shall have a hearing by a hearing officer prior to the imposition of said action. All charges against the employee shall be in writing (charge letter) and specifically state in detail the alleged infraction and the anticipated discipline. If facts arise during investigation that cause the anticipated discipline to be revised, nothing shall prohibit such

revision. The employee against whom charges are issued, or the University, shall have the right to one continuance of the scheduled hearing. Such continuance must be requested at least one (1) working day in advance of the scheduled hearing. Such continuance shall not exceed fourteen (14) calendar days unless another time is mutually agreed to.

The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

At the disciplinary conference, the employee may present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred.

Discipline involving suspension, demotion, or dismissal shall be imposed by the hearing officer only after issuing the findings and decision. The hearing officer may impose warning letters in place of suspensions. Such warning letters will carry the same weight as the suspension they replace and will be so evaluated in determining its appropriateness and in the assessment of any subsequent action.

Should an employee decide to file a grievance over action taken as the result of a hearing, such grievance shall be initiated at Step Three (3) of the grievance procedure.

- H. An employee shall not be placed on an unpaid leave without the opportunity to appear at a disciplinary hearing.
- I. The University reserves the right to terminate employment for the following reasons:
  - 1. Voluntary resignation;
  - 2. Discharge for just cause as set forth in this Article, Section 2, A.
  - 3. Failure to return from a leave of absence within seven (7) calendar days of the issuance of a certified letter from the University or other mutually agreed to time frame.

4. Failure to return from a layoff within fourteen (14) calendar days of the issuance of a certified letter from the University.
  
- J. After twenty-four (24) months from date of issue, loss of pay discipline shall not be considered in any subsequent determination of discipline unless there has been discipline in the intervening period, and the force and effect period for counselings and reprimands shall be twelve (12) months.
  
- K. In all cases of dismissal, the employee is entitled to payment of all wages due.
  
- L. Employees who have been notified of an upcoming administrative hearing may meet with their steward during working hours with no loss of pay or benefits to prepare for the hearing; such meetings shall be for a reasonable period of time.
  
- M. Employees have the right to appeal discipline through the grievance procedure, however, counselings and reprimands are not subject to the arbitration process.

Section 9.3. Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, in preliminary investigations the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
  
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP representative present to advise him/her during the questioning.
  
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
  
- D. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.
  
- E. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period.

- F. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.
- G. The Police Chief may require an employee to take a polygraph examination, voice stress analysis, or similar technology. The employee shall be entitled to union representation pursuant to Section 2.C. of this Article.
- H. Any employee required by the Employer to attend an investigatory interview or disciplinary hearing outside of his/her scheduled working hours shall be paid for all such time.

Section 9.4. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action. When an anonymous complaint is made against a bargaining unit member, and there is no corroborative evidence of any kind, the complaint shall be classified as unfounded. When an employee is mentioned/listed in a complaint as the result of merely doing their job (i.e. answering a phone, dispatching a run, etc.) and the complaint involves a third party, nothing related to the complaint shall be placed in the employee's personnel file.

Section 9.5. Disciplinary action must be instituted within thirty (30) days of when the employer became aware of the employee's alleged misconduct. The thirty (30) day period may be extended if the employer has a legitimate business reason.

Section 9.6. Employees shall be given a written disposition of any internal investigation or non-disciplinary complaint filed by an employee within thirty (30) days of the filing.

## **ARTICLE 10** **PERSONNEL FILES**

Section 10.1. Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

Section 10.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No unsubstantiated anonymous material of any type shall be included in the employee's official personnel file.

Section 10.3. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

Section 10.4. An employee shall be notified if a public records request is made for his/her personnel file.

Section 10.5. The personnel files kept by the Supervisor of ECD shall be kept in a secure location accessible only to Supervisory personnel.

## **ARTICLE 11** **PROBATIONARY PERIODS**

Section 11.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 11.2. Any employee promoted into a higher level position shall be required to successfully complete a probationary period of one (1) calendar year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification.

Section 11.3. Every employee shall be required to successfully complete a probationary period for ECD 1, 2 and 3.

## **ARTICLE 12** **SENIORITY**

Section 12.1. "Seniority" shall accrue to all employees in accordance with the provision of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement except in Article 13.

Section 12.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service within each classification title within the bargaining unit. (Emergency Communications Dispatcher III is senior to an ECD II, who is, in turn, senior to an ECD I.)

If an employee fails probation for a classification title, he/she shall have his/her probationary time applied to the lower classification title's seniority list.

Ties will be broken by uninterrupted length of service within the classification title. For employees hired before January 1, 2005, if a tie still exists it shall be broken by alphabetical order of the first letter of the employee's last name. For employees hired

after January 1, 2005, if a tie still exists it shall be broken by the date of application to the public safety department.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence;
  2. Absence while on approved sick leave, disability leave or injury leave;
  3. Military leave; and
  4. A layoff of three (3) year's duration or less; and
  5. An OPERS Disability Retirement from which the employee returns within five (5) years.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause (if reinstated seniority is unbroken);
  2. Retirement, including an OPERS Disability Retirement from which the employee does not return within five (5) years;
  3. Layoff for more than three (3) years;
  4. Failure to return to work after fourteen (14) calendar days of a recall from layoff unless a different date is mutually agreed upon;
  5. Failure to return to work at the expiration of leave of absence; and
  6. A resignation.

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

Section 12.4. Employees laid off shall retain their seniority for a period of three (3) years from the date of layoff.

### **ARTICLE 13** **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a long-term layoff is necessary, it shall notify the affected employees and the FOP fifteen (15) calendar days in advance of the effective date of the layoff. The Employer, upon request from the FOP, agrees to

discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Layoffs shall be in order of inverse seniority.

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

No employee outside the bargaining unit shall be permitted to displace any bargaining unit member.

Section 13.2. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any refresher training required in this Section shall be at the Employer's expense.

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

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

## **ARTICLE 14**

### **SUPERVISORY VACANCIES**

Section 14.1. Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted for ten (10) calendar days. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required, name and rank of immediate supervisor, and location of reporting and working. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting an online written application to the Human Resources Department or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

Section 14.2. It shall be the sole right and responsibility of the Employer to administer and evaluate all promotional examinations, assessments and testing procedures, and to cause to be developed all promotional examinations, assessments and testing

procedures. Prior to the administration of any examination, the Employer shall post on department bulletin boards, with a copy to the FOP, the structure of the examination with the weight to be granted for each factor or part of the examinations. The bargaining unit will be given the opportunity to make suggestions of the topics to be included in this exam.

~~Section 14.3.~~ If the structure of an examination includes credit for seniority and/or efficiency, an employee must achieve a passing score on all other factors in order to receive seniority and/or efficiency credit. Seniority credit shall be based upon service completed as of the date of the examination. Efficiency credit shall be based upon the last completed evaluation as of the date of the examination. The maximum credit for seniority is 10 points. Two (2) efficiency points will be given for a satisfactory evaluation or above.

Section 14.4. Eligibility lists established by examinations, assessments and testing procedures shall remain in effect for one (1) year from the date of certification of the results by the testing service, or until the list is exhausted, whichever comes first. The parties may by mutual agreement extend the eligibility list for one (1) year. Copies of eligibility lists shall be provided to the FOP. Any bargaining unit member may inspect his/her written examination within thirty (30) calendar days from the date of certification.

Section 14.5. The selection shall be made from the top five (5) employees on the eligibility list.

Section 14.6. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Temporary position holders shall receive no additional credit on the examination process.

## **ARTICLE 15** **BULLETIN BOARDS**

Section 15.1. The Employer agrees to provide bulletin board space in agreed upon areas of the facilities for use by the FOP.

Section 15.2. All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by a FOP representative. It is understood that no material may be posted on any FOP bulletin board at any time which contain the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials; or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 15.3. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP.

Section 15.4. Upon the request of the Employer or designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

## **ARTICLE 16**

### **WORK RULES - GENERAL ORDERS**

Section 16.1. The Employer agrees that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules shall be applied uniformly within the group of employees to which such are directed. For the purposes of this Article all of the above shall be considered inclusive within the terminology of Work Rules/General Orders. The Employer agrees to revise and update the work rules/general orders within ninety (90) days of the ratification of the Contract and provide each employee with access to a hard copy.

The Work Rules/General Orders shall be kept current at all times. The Employer shall also post the Work Rules/General Orders online and provide each employee with a CD-ROM.

Section 16.2. Every employee shall be informed of and shall have access to copies of work rules/general orders which apply to such employee.

Section 16.3. Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on department bulletin boards, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the acknowledgment period.

## **ARTICLE 17**

### **PERFORMANCE EVALUATION**

Section 17.1. All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner. **Evaluations are not to be disseminated or discussed with other employees or management outside the chain of command without the permission of the employee involved.**

Section 17.2. When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

Section 17.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. An employee may, however, utilize the current review procedure which includes a review by the Director of Public Safety. Evaluations that have comments from an employee shall be initialed by the Director of Public Safety and returned to the employee.

Section 17.4. The employee's performance shall be evaluated based upon the duties and functions prescribed in the University's position specifications for his/her classification.

Section 17.5. Any personnel evaluations which are more than five (5) years old shall be removed from his/her personnel file in Human Resources. The evaluations shall be removed after three (3) years from the official departmental personnel file and returned to the employee, upon request, consistent with all legal requirements.

Section 17.6. The current review procedure referenced in 17.3 is as follows:

- 1) In most cases the evaluator and reviewer complete the evaluation form, then it is discussed with the employee by the evaluator.
- 2) The employee at this time may rebut the evaluation with his/her comments.
- 3) The evaluation then goes to the Director where he/she reviews and initials/signs the form and a copy is sent back to the employee.
- 4) If the Director is the reviewer, the employee may still place comments on the form which will be reviewed by the Director and returned to the employee.
- 5) After the Director reviews the evaluation it is sent to Human Resources.
- 6) Each employee may request a meeting with the Director to discuss his/her evaluation.

## **ARTICLE 18**

### **HOURS OF WORK AND OVERTIME**

Section 18.1. Each employee's work schedule for dispatchers shall be either four (4) ten (10) hour days followed by three (3) consecutive days off or five (5) eight (8) hour days followed by two (2) consecutive days off. Employees shall select their work schedule primarily by seniority with the approval of the Employer.

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

The Employer may temporarily adjust an Employee's work schedule based on legitimate operational needs. Whenever practicable, the Employer will give the

Employee seven (7) days prior notice. The Employer shall ask for volunteers before an Employee is mandated to a different schedule.

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

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

Section 18.3. Shift assignments shall be made based on the operational needs of the department. Consideration shall be given to an employee's seniority, disciplinary record and attendance record. Shift preferences are to be submitted during the month in which Spring commencement occurs in every even-numbered year. Shift changes shall be effective no later than the first Sunday prior to the start of the Autumn school schedule.

Section 18.4. Hours worked in excess of an employee's standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). Overtime shall be calculated in one-tenth (0.1) hour (six [6] minutes) increments. Active pay status includes paid time off for sick leave, vacation leave, automatic holiday pay, and compensatory time. It does not include hours worked on a holiday for purposes of calculating hours in overtime status.

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

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he/she shall so indicate his/her election when reporting the overtime worked;
- B. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except when the University is under emergency status as declared by the Board of Trustees and/or the President of the University or except under exceptional circumstances as determined by the Chief of Police;
- C. Requests for compensatory time off in conjunction with vacation shall be honored as long as the request for compensatory time off was submitted at the same time as the request for vacation and the request for vacation has been approved;

- D. Any employee may elect to convert all or part of his/her accrued compensatory time balance at any time. Cash-in requirements must be made in whole hour increments, except where the employee is converting his/her entire balance. Payment shall be made at the rate of pay existing at the time of cash-in.
- E. Compensatory time may be taken in one-tenth (0.1) hour increments. Requests for compensatory time shall be made in writing by the employee to the employee's supervisor at least one (1) day in advance for requests of one (1) day or less and at least three (3) days in advance for requests of more than one (1) day. Only the Employee's shift supervisor or the officer in charge of the Employee's shift may waive this provision based on departmental needs. Compensatory time may not be used to cover a tardiness.
- F. When a request for compensatory time requires that the slot be filled the following procedure shall be used. Dispatchers shall be asked to work the slot first, then it may be offered to the Dispatch Supervisor. If no one wishes to work the slot, the request shall be denied. No Dispatcher shall be ordered/mandated to work the slot.
- G. Use of compensatory time shall not be granted until is earned and reflected on the pay stub.

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

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

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

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

Section 18.10.      Overtime

Once overtime is assigned to an **ECD**, it shall be considered part of an **ECD'S** regular work assignment. An **ECD** who cannot work an overtime assignment must find a replacement; however, an employee who cannot work due to illness is not required to

find a replacement. The Director of the area may require proof of illness if abuse is suspected.

**At no point will an ECD work more than sixteen (16) hours in a twenty-four (24) hour cycle including any voluntary or mandatory overtime. The twenty-four (24) hour cycle begins when the employee starts their shift.**

### **Scheduled Overtime**

Overtime that has more than two (2) days of advance notice shall be posted for interested ECD's to work. **Consecutive days of overtime shall be considered a single posting. For purposes of this article, power shifts shall be considered to be on the shift where the majority of the hours are worked. ECDs may bid for any number of days in an offering. ECD's will only be granted one (1) shift not to exceed ten (10) hours until less than two (2) days before the scheduled overtime. This shift will be assigned based on seniority.** Once this time period is reached ECD's may **be granted** any/all additional overtime on a first come, first serve basis. If no other ECD's sign up to work the overtime it may then be **mandated** by the supervisor of ECD.

### **Unscheduled Overtime**

**The employer shall maintain a rotating list for overtime from the least senior to most senior employee. Once an ECD has completed a mandatory or voluntary overtime assignment, of two or more consecutive hours, he/she shall be placed at the bottom of the list. The list shall be updated as necessary, and it shall be purged on a bi-yearly basis.**

**Before overtime is mandated it may first be offered to employees who are currently working. If no employee volunteers, it may then be offered to any ECD. If no employee volunteers, the employee that is at the top OF the overtime list shall be mandated; however, as an alternative to mandating, the supervisor may elect to work pursuant to Article 37.2 of this agreement.**

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

Section 18.12 Whenever the University has a routine special event or function listed below, a third ECD shall be assigned to work the function. **A member of management and a member of the negotiating team will meet between July 1 and 15 of each year to review the historic call volume for the listed events to determine the hours of the functions.** The Department will make a good faith effort to assign a third ECD during non-routine events which may need extra assistance. This Section is not intended to include officers working their normal shift hours unless some officers are reassigned to work the function. **If an ECD's shift ends two (2) hours or less before a detail starts that he/she is assigned to, the employee may be offered**

**the opportunity to work that period. Whenever possible the employee will be told if the opportunity exists for the employee to work the period between the shift and the detail.** The routine special events are as follows:

The day shift of the first 3 days of school  
Home football games  
Home men's basketball games  
The Sigma Sigma carnival  
The Spring concert  
Commencement activities

## **ARTICLE 19**

### **WAGES**

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

Section 19.2. All adjustments to the salary shall be included when calculating the overtime rate of pay for an ECD as required by the Fair Labor Standards Act.

Section 19.3. Section 19.3. **Effective July 22, 2012, there shall be a differential of sixty-five cents (\$.65) for all officers assigned to the second shift and sixty cents (\$.60) for all officers assigned to the third shift. The hours for second shift are 1800 – 2300 and the hours for third shift shall be 2300-0600. The parties shall audit the shift differential process in July 2013 to assess the impact of the change to the time keeping system.**

Section 19.4. An employee currently eligible and receiving longevity pay shall continue to do so for the length of his/her employment, however, an employee who leaves the University and whose leave constitutes a break-in-service shall not be permitted to receive longevity pay if re-employed.

Section 19.5. An employee who wishes to progress from one ECD classification to another must notify the supervisor of ECD in writing. If, after two years from the notification, the employee has been unable to complete the necessary training requirements due to the department being unable to provide for the training, the employee may be placed in the higher classification.

Section 19.6. Each employee in the bargaining unit shall receive a **one-percent (1%) increase to his/her base rate of pay on June 30, 2013.**

Each employee in the bargaining unit shall receive a two-percent (2%) **increase to** of his/her base rate of pay **on June 30, 2014.**

Section 19.7. **If the estimated insurance costs for any tier for July 2013 go over the one percent (1%) wage increase, the parties shall re-open the wages article to negotiate the cost difference.**

## **ARTICLE 20**

### **COURT TIME/CALL-IN TIME/STAND-BY**

Section 20.1. Whenever an employee is required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive a minimum of two (2) hours pay at the overtime rate or pay for actual time worked at the overtime rate, whichever is greater, for such appearances. If an employee appears before a court or at a pretrial conference on a day other than his/her work day, as defined below, he/she shall receive a minimum of four (4) hours pay at the overtime rate or pay for actual time worked at the overtime rate, whichever is greater. A work day is defined as any day on which an employee's shift begins.

Section 20.2. Any employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of four (4) hours at the overtime rate of pay.

Section 20.3. Any employee who is required to remain on the Employer's premises, or at his/her home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his/her own purposes and shall be considered to be working during the entire time he/she is on-call.

Section 20.4. Employees who are assigned official on call status shall receive four (4) hours of compensatory time for every one (1) week they are on call. Since compensatory time is provided, the appropriate response is required.

## **ARTICLE 21**

### **INSURANCE BENEFITS**

Insurance Plans **There will be no change to the employee contribution percentage or plan design through June 30, 2013; however, a reduced base rate will be used to determine employee contributions effective January 1, 2013. The university will continue to provide benefit-eligible employees in the bargaining unit the group insurance plan (hospitalization, major medical, prescription drug, dental, basic life insurance coverage and long-term disability) as approved by the Board of Trustees. The group insurance plan will be the same plan provided to the unrepresented employee group. Additionally, the university reserves the right to change the present or successor insurance carriers, and to designate the**

alternate carriers of its own choice, in lieu thereof, so long as the same benefit levels remain unchanged. Effective July 1, 2013, the employees shall be subject to the same plan design, base rate and percentage of premium as the unrepresented employees.

There will be a fifty dollar (\$50) per month surcharge for coverage of a spouse or domestic partner of employees who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan

Employees have the option of waiving health or dental coverage provided by the University. For waiving medical coverage a monthly credit of one hundred dollars (\$100) may be received as cash in the paycheck by the employee or applied to the cost of other benefits. For waiving dental coverage will receive a monthly credit of eight dollars (\$8.00) may be used to purchase other benefits or may be received in cash.

If an employee and his/her spouse/domestic partner both work for the university in benefit-eligible positions and elect to enroll under one medical plan, the spouse/domestic partner waiving coverage is not eligible for the credit.

#### **Optional Insurance**

Optional employee life insurance, family life insurance, accidental death and dismemberment will continue to be made available for employee purchase.

#### **Health Care Account**

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum, to be used for reimbursement of medical expenses which are not covered by insurance. Eligible expenses are those currently recognized as deductible for Federal Tax purposes, except mileage and parking.

Funds which are withheld must be reimbursed for expenses incurred in the Plan year in which they are withheld or, the grace period, or under current IRS rules, the unused funds will be forfeited.

#### **Dependent Care Account**

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit.

Funds which are withheld must be reimbursed for expenses incurred in the Plan year in which they are withheld, or the grace period, or under current IRS rules, the unused funds will be forfeited.

## Professional Liability Insurance

The University is self-insured. Dispatchers are insured and indemnified pursuant to State of Ohio statute.

## Wellness Program

**During the term of this Agreement, the university may implement a wellness or healthy life-style program. Such a program may include a combination of activities that are designed to increase awareness, assess risks, educate and promote voluntary behavior changes to improve the health of an individual, encourage modifications of his/her health status and enhance his/her personal well-being and productivity, with a goal of preventing illness and injury.**

## **ARTICLE 22 HOLIDAYS**

Section 22.1. The bargaining unit will observe all holidays designated by the University. There shall be at least ten (10) observed holidays per calendar year. The FOP shall be provided a list of the observed holidays each year. The length of each holiday shall be equal to the length of an employee's scheduled work day not to exceed ten (10) hours.

Section 22.2. Employees with a standard work schedule (defined as those employees who are scheduled to work Monday through Friday with Saturdays and Sundays off), shall observe holidays on the actual date of occurrence; provided, however, that when a holiday occurs on a Saturday, they shall observe it on the immediately preceding Friday, and when a holiday occurs on a Sunday, they shall observe it on the immediately succeeding Monday. Employees with a non-standard work week (defined as those employees whose schedule is other than Monday through Friday with Saturdays and Sundays off) shall observe holidays on the actual day of occurrence.

Section 22.3. As compensation for each of the holidays all employees shall receive their regular rate of pay equal to the length of their scheduled work day not to exceed ten (10) hours. Employees who work during a holiday will receive their holiday pay for every hour worked in addition to one and a half (1 ½) times their regular rate of pay for each hour actually worked.

Section 22.4. Employees may elect to earn compensatory time in lieu of pay for holiday hours worked. When the university president recognizes a National Holiday declared by the President of the United States and/or ORC 325.19 is amended, all bargaining unit members shall receive additional "Holiday Pay" as defined in this Article.

Section 22.5. If a holiday falls on a scheduled work day when an employee is off of work for sick, compensatory time or vacation, the employee only gets paid holiday pay for the holiday and does not use sick or vacation for that shift. If the holiday falls on an

off day, the holiday pay does not put the employee in an overtime status if the employee was off work for sick, compensatory time or vacation for that week.

**ARTICLE 23**  
**VACATION**

Section 23.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the State of Ohio as follows:

LENGTH OF SERVICE	ACCRUED VACATION (per year) days hrs	ACCRUAL PER PAY PERIOD (hours)	MAXIMUM ACCRUAL (maximum) Days hrs
< than .5	No vacation	3.08	10 (80)
.5 but < than 8	10 (80)	3.08	30 (240)
8 but < than 15	15 (120)	4.62 (1 time +40.04)	45 (360)
15 but < 25	20 (160)	6.16 (1 time+ 40.04)	60 (480)
25+	25 (200)	7.70 (1 time+ 40.04)	75 (600)

Section 23.2. Vacation credit accrues while in active pay status. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period. Forty (40) hours of vacation credit is added at the eight (8), fifteen (15), twenty (20), and twenty-five (25) years of employment in addition to the increased rate of accrual. The 40 hours added for twenty (20) years is a one time bonus only and does not create a new rate of accrual.

Section 23.3. Vacation may be taken in one-tenth (.10) hour increments. Requests for vacation shall be made in writing by the employee to the employee's supervisor at least one (1) day in advance for requests of one (1) day or less and at least fourteen (14) days in advance for requests of more than one (1) day. Only the Employee's shift supervisor or the officer in charge of the Employee's shift may waive this provision based on departmental needs. Vacation time may not be used to cover a tardiness.

Section 23.4. Requests shall be honored on the basis of the employee's seniority within the employee's shift, subject to the following limitations and exceptions:

- A. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- B. An employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.
- C. An employee who has received approval of his/her vacation request shall not lose his/her right to that approved vacation period to a more senior employee who transfers in to his/her unit or location or to a more senior employee on the same shift who submits a later vacation request.
- D. Vacation picks shall be approved or denied within seven (7) days of their submission by the employee.
- E. Use of vacation and compensatory time shall not be granted until it is earned and reflected on the pay stub.

Section 23.5. An employee may accumulate and carry over vacation **time** for up to five (5) years.

Section 23.6. Any employee who separates from service shall be paid for any earned but unused vacation **time**.

Section 23.7. Any employee that becomes sick while on vacation shall, upon request be entitled to change his/her vacation status to sick **time** for all days and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his/her credit.

Section 23.8. Vacation balances shall be shown on an employee's regular paycheck.

Section 23.9 Employees may elect to sell back fifty percent (50%) of accrued vacation time each year not to exceed the amount of eighty (80) hours at the rate of two (2) vacation hours for one (1) hour of pay. This cash in shall be at the employee's rate of pay at the time of the cash in.

## **ARTICLE 24** **SICK LEAVE**

Section 24.1. Employees shall accrue sick **time** credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status, (i.e., during paid vacation and sick **time**.) Sick **time** credit shall not accrue during any unpaid

sick **time**, layoff or unpaid leave of absence. Advance use of sick **time** shall not be granted. Sick **time** is accumulative without limit. Additional sick **time** accrual is added on a pro-rated basis for hours in excess of eighty (80) hours in a bi-weekly period.

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

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

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

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

Section 24.4. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick **time**. Where an absence is for five (5) consecutive days or more or where the Employer has reason to believe abuse of **time** may have occurred, the employee must, upon return to work, furnish a certificate from a physician,

dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

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

Section 24.6. Unused sick **time** may be converted to cash upon death or retirement. The conversion shall be one-quarter of a maximum of one hundred-twenty (120) calendar days with ten (10) years of service as provided in University policy.

Section 24.7. Sick **time** balances shall be shown on all employee's regular paycheck.

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

Section 24.9. Employees shall be able to sell back up to sixty (60) hours of sick time each half year (6 months) if they have used one (1) day or less of sick time in the preceding half year. The rate of sell back shall be two (2) hours of sick time for one (1) hour of pay. This sell back shall be at the employee's rate of pay at the time of the sell back. The six-month periods begin January 1 and July 1 of each year beginning January 1, 2010. Employees must be in active pay status during the entire six-month period to receive credit toward exchanging days. All requests to exchange days under this provision are the responsibility of the employee.

## **ARTICLE 25**

### **UNIFORMS AND EQUIPMENT**

Section 25.1. The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks, underwear and shoes in quantities specified by the Employer.

Section 25.2. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in the condition issued, allowing for reasonable wear and tear. Any issued item which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

Section 25.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or designee.

Section 25.4. Where an employee supplies evidence that he/she sustained damage to personal property while performing the duties of his/her assigned work, provided such damage was not the result of "horseplay," willful misuse, or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary

repairs or replacement up to a maximum of two hundred dollars (\$200.00) per year, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any court ordered restitution received by an employee as compensation for damage to his/her personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

Section 25.5. In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement of the same or equivalent product.

Section 25.6. The retiring employee shall be presented with an identification card that identifies him or her as a retired communications officer. They shall also be presented with their badge if/when it becomes part of the uniforms.

Section 25.7. The individual employee can decide which uniform he/she wants to wear. However, that uniform must be worn accordingly to established standard.

Section 25.8 The University shall provide dry cleaning services for employee's uniforms.

## **ARTICLE 26** **EXPENSES**

Section 26.1. When an employee's duty requires him/her to travel outside of Hamilton County or its adjacent counties, including Boone, Campbell and Kenton Counties in Kentucky, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his/her duty (above and beyond those incurred during a regular work assignment), including, but not limited to, expenses incurred for meals, lodging and parking, upon presentation to the employer of itemized receipts showing the employee's payment for same. Where practical, the employer will prepay major expenditures such as airfare.

Section 26.2. When an employee is authorized by the Employer to travel outside of Hamilton County or its adjacent counties, including Boone, Campbell and Kenton Counties in Kentucky, on official business and to drive his/her own automobile, the Employer shall reimburse the employee at the mileage rate as established by the Internal Revenue Service.

Section 26.3. Notwithstanding Sections 26.1 and 26.2, when an employee's duty requires him/her to utilize his/her personal vehicle the Employer shall reimburse the employee for actual parking expenses upon submission of an itemized receipt.

**ARTICLE 27**  
**TRAINING**

Section 27.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training of at least six (6) scheduled hours shall be counted as the employee's regular work day, including driving time to and from training sites. For training sessions consisting of five (5) days or more, the employee's work schedule shall be calculated based on an eight (8) hour work day. Employees shall be given seven (7) days notice for any mandatory training, excluding training that occurs within the employee's regular work schedule. The employer may adjust an employee's work schedule to accommodate training.

Section 27.2. The Employer shall pay for all necessary, reasonable, authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition and fees in accordance with the provisions of Article 26 of this labor Agreement.

Section 27.3. Dispatchers shall be granted access to off site training that is germane to their job duties. If there is money in the training budget, and if staffing levels permit, and if the requested training is open to non-sworn personnel and if the requested training is job related, the employer shall make a good faith effort to allow the employee to attend the requested training.

**ARTICLE 28**  
**LEAVES OF ABSENCE**

Section 28.1. The Employer may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon the request to and with the approval of the Employer.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave, subject to the provisions below. The Employer will decide if a leave of absence is to be granted in each individual case.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, employees will advise the Employer sixty (60) calendar days prior to the commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or the next available similar position if the employee's

former position no longer exists. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 13 of this Agreement.

- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.
- E. The Employer shall send a written reminder to the employee at the address on file with the employer at least two (2) weeks prior to the end of the unpaid leave of absence. If an employee fails to return to work at the expiration of his/her requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of the leave.
- F. An employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave or sick leave during such unpaid leave of absence. An employee shall not receive pay for holidays that fall within the period of the leave of absence without pay.
- G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave, compensatory time or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.
- H. In lieu of requesting family and medical leave and/or medical or disability leave the employee may request a temporary assignment to an available alternate position that would better accommodate the employee's reason for requesting leave. This request may be granted or denied at the sole discretion of the employer.
- I. During any unpaid leave of absence provided for in this Section, the Employer will provide health insurance as defined in Article 21 of this Agreement through the end of the calendar month, during which such unpaid leave of absence begins.

Section 28.2. Leave for Childbirth, Childrearing, and Adoption: Upon submission to the supervisor of appropriate documentation, employees shall be granted a leave of absence for up to twelve (12) weeks under the terms and conditions set forth in the Family and Medical Leave Act in connection with the birth or adoption of a child. Where both spouses are employees of the University, the leave of absence granted under the terms of the Family Medical Leave Act is limited to an aggregate of twelve (12) weeks. Employees may use accrued sick leave for purposes of attending childbirth in the immediate family.

The decision to grant leave beyond twelve (12) weeks shall be based on the operational needs of the department.

### Section 28.3. Family and Medical Leave:

An employee who meets the eligibility requirements for Family and Medical Leave may apply for such leave. The Employer will approve leave requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following:

- A. Deny requests that the Act does not required be approved;
- B. Require medical certifications;
- C. Request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee;
- D. Place employees on Family and Medical Leave if they are unable to apply or fail to apply, but are otherwise qualified for such leave;
- E. Require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave;
- F. Take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering Family and Medical Leave;
- G. Coordinate the administration of Family and Medical Leave with the Employer's administration of other types of leave as provided by this agreement;
- H. Place an employee who has exhausted Family and Medical Leave and who is still unable to perform the essential functions of the position on unpaid Medical or Disability Leave or proceed to Disability Separation; and
- I. The employee must use all accrued but unused sick leave first, and then all accrued vacation leave, or compensatory time in conjunction with such family and medical leave.
- J. The employer shall continue to provide medical insurance during the period of leave of absence unless the employee fails to pay his/her portion of the insurance premium.

### Section 28.4. Medical Examination:

The Employer may require an employee to undergo a medical examination that is related to the employee's job and based on a business necessity when the Employer deems the examination necessary to confirm an employee's fitness for duty, eligibility for sick leave, FML, Medical Leave, Disability Leave, or Disability Separation. The Employer may also require such an exam to determine the employee's eligibility to return from any sick leave, Medical Leave, Disability Leave, or Disability Separation,

where the employee is returning after having exhausted Family and Medical Leave (or where the returning employee is not eligible for FML), or to determine an employee's ability to return to full service from recuperative duty status. The examination shall be at the Employer's expense. Where the Employer is requiring the examination to certify an employee's eligibility for Family and Medical Leave (the FML "second opinion"), the Employer's selection of a healthcare provider shall be in accordance with the regulations governing Family and Medical Leave. However, where the examination is to determine an employee's eligibility for sick leave, Medical Leave, Disability Leave, etc., following the employee's exhaustion of Family and Medical Leave, or in a situation where the employee is not eligible for Family and Medical Leave, the selection of the healthcare provider shall be within the sole discretion of the Employer.

The Employer may place an employee found to be unable to perform the essential functions of his position on Family and Medical Leave, or if the employee is not eligible for or has exhausted any available Family and Medical Leave, the Employer may place the employee on unpaid Medical Leave or Disability Leave or may disability separate the employee, all as provided for in this Section.

Section 28.5. Medical Leave: If an employee's physical disability continues beyond the time covered by accumulated sick leave, the employee shall be granted a medical leave of absence without pay for a maximum period of six (6) months per rolling twelve (12) month period. Such leave need not be continuous. The employee shall provide evidence to the supervisor as to inability to work and the probable date of return. At the time of return the employee must provide a certificate from the attending physician stating the employee is able to resume all work duties. The employee must present the certificate to the supervisor before the employee begins work. An employee who is off work due to a medical leave shall be required to be seen by University Health Services before returning to work. Upon showing that the employee has recovered from the disability, the employee shall be returned to the same position the employee held prior to the medical leave of absence. If the same position no longer exists, the employee shall be returned to a similar position. Prior to going on medical leave, the employee may elect to utilize any or all accrued vacation leave or compensatory time. Such election by the employee shall be irrevocable.

Section 28.6. Disability Leave: An unpaid disability leave of up to eighteen (18) months shall be granted to an employee whose disability extends beyond the six (6) month unpaid medical leave of absence. However, an unpaid disability leave of up to twenty-four (24) months shall be granted instead of a medical leave if there is no evidence of the probable date of the employee's return to work. The University shall require that a physical examination be conducted by a licensed physician designated by University Health Services when an employee is to go on disability leave. The cost of this examination shall be paid by the University. This requirement may be waived if the employee is hospitalized or institutionalized at the time of request for disability leave. At the time of return the employee must provide a certificate from the attending physician stating the employee is able to resume all work duties. The employee must present the

certificate to the supervisor before the employee begins work. An employee who is off work due to a disability leave shall be required to be seen by University Health Services before returning to work. An employee who has been on disability leave shall have the right to be returned to work to the same or similar position held at the time of the leave within thirty (30) days after written application for return to work provided that a vacancy exists in the employee's classification. The employee may also request a position in a lower or dissimilar classification and such vacancy shall be offered when a vacancy occurs as long as the employee is qualified to perform the work. The employee may be required to take an examination to demonstrate her qualifications and such examination shall be provided. If none exists, the employee will be laid off and eligible for recall pursuant to Article 13. Application for reinstatement must be filed within eighteen (18) months of the effective date of the unpaid disability leave or within twenty-four (24) months of the effective date of the unpaid medical leave if granted before the disability leave. In no event shall the combined total of unpaid medical and disability leaves exceed twenty-four (24) months.

Section 28.7. OPERS Disability:

If an application for OPERS Disability is granted, effective on or after the date the employee has exhausted any available Family and Medical Leave, or such other date as OPERS may allow, the employee shall be placed on OPERS Disability accordingly.

Section 28.8. Paid Leaves:

A. Court Leave:

The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness or victim of a crime (outside the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty may be reimbursed to the department unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his/her scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. Nothing in this section applies to court appearances in connection with collateral employment.

It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, compensatory time, personal leave or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave:

**The university shall comply with the requirements of the Uniformed Services Employment and Re-employment Rights Act (USERRA) as well as any other relevant federal or state law or regulation.**

**Bargaining unit members who, pursuant to the laws and regulations of the State of Ohio, are entitled to receive a leave without loss of pay for a limited period of time per calendar year may also receive pay for military service with no effect on pay from the university.**

Employees who are members of any military reserve component of the armed forces of the United States are entitled to leave of absence without loss of pay for such time as they are in the military service on annual compulsory field training or emergency active duty for periods not to exceed two hundred forty-eight (248) hours per calendar year. Additional field training for which the employee volunteers and receives orders will not be considered time in pay status.

**ARTICLE 29**  
**OUTSIDE EMPLOYMENT**

Section 29.1. Employees must recognize that the University of Cincinnati is their primary Employer. No employee may accept employment with any other employer which is in conflict with his/her role as an employee of the University of Cincinnati as determined by the Employer or designee. The Employer retains the right to regulate outside employment by promulgating and enforcing rules as approved by the University of Cincinnati.

Section 29.2. Any employee accepting off-duty employment must notify the Employer or designee of the nature of the work, and the hours he/she will be working, prior to beginning the work. The Employer or designee will either approve the work or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval for off-duty employment will not be unreasonably withheld.

Section 29.3. In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his/her off-duty employment work when his/her performance is diminished, or his/her attendance adversely affected.

Section 29.4. Employees shall have the right to grieve over disciplinary action taken by the Employer relative to an employee's outside employment. All grievances and discipline shall be handled pursuant to Articles 8 and 9 of this Agreement.

**ARTICLE 30**  
**HEALTH AND SAFETY**

Section 30.1. Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis about communicable diseases to which he/she may be exposed in the performance of his/her duties. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self-protection, and recommendations for immunization where appropriate. Employees may receive hepatitis vaccine or inoculation at no cost to the employee.

Section 30.2. Each employee shall be provided with information and appropriate equipment to take precautions when his/her duties bring or may bring him/her into contact with blood or body fluid containing blood.

Section 30.3. The Employer shall have the HVAC system examined and serviced if needed to ensure proper working order and to eliminate the black dust particles from coming out of the vents. The Employer shall have the communication center cleaned and vacuumed three (3) times per week and trash removed once daily.

Section 30.4. The Employer shall conduct a survey of the communication center to ensure workplace health and safety and shall replace chairs and other items as suggested by the survey. The survey may be conducted by EHS utilizing OSHA standards. The intent of this Section is to identify any problems and correct them. All employees shall be given a copy of the results of the survey.

Section 30.5. As long as the Communications Center is operated as a Central Station, the Employer shall maintain the strength level at ten (10) or more ECD's.

## **ARTICLE 31** **CIVIL SERVICE COMPLIANCE**

Section 31.1. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this labor Agreement.

Section 31.2. The Employer agrees that whenever an employee separates from service, or is otherwise removed from the bargaining unit that a letter describing length of service and appropriate benefits shall be sent to the Director of the Ohio Department of Administrative Services. Should the employee become employed in Ohio public service within a period of ten (10) years from the time of separation, upon written request from the employee, the Employer shall certify to the new Employer all information relevant to length of service and appropriate benefits.

## **ARTICLE 32** **NO STRIKE/NO LOCKOUT**

Section 32.1. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any unlawful strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.

Section 32.2. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 32.1 of this Article.

Section 32.3. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 32.1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 32.4. In the event of any violation of Section 32.1 of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 32.5. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

### **ARTICLE 33** **SEVERABILITY**

Section 33.1. This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

### **ARTICLE 34** **WAIVER IN CASE OF EMERGENCY**

Section 34.1. In cases of emergency declared by the President of the United States the Governor of the State of Ohio, the Sheriff or Federal or State Legislature or the President of the University, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 34.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

Section 34.3. For the purposes of this entire Contract, emergency shall have the following meaning. An emergency shall mean a natural disaster, civil unrest, shut down of the University, or any similar action in addition to the provisions listed in Section 35.1. An emergency shall not include employees calling in sick, on vacation, compensatory time, etc., employees on approved leaves of absence, scheduling of events or special event details. These are foreseen every day occurrences in Police work and should not mandate the deployment of officers.

### **ARTICLE 35** **COPIES OF THE AGREEMENT**

Section 35.1. Copies of this Agreement shall be printed and distributed by the FOP to all members of the bargaining unit and to all probationary employees hired during the term of the Agreement. Cost if any shall be borne equally by the parties.

### **ARTICLE 36** **TUITION REMISSION**

- (A) Employees

Employees are eligible for tuition remission for credit hours at the undergraduate and graduate levels as follows:

- (1) Full-time employees are eligible for tuition remission for up to of six regular undergraduate or graduate credit hours per academic term. In addition, full-time employees working in a clearly defined **academic** program are eligible for remission of all courses that are approved by the appropriate department head, dean or vice president.
- (2) Part-time employees who receive regular compensation for services are eligible for remission of an amount up to the cost of three credit hours per full academic term.
- (3) Retired employees as defined by University rule 30-28-01 are eligible for the same tuition remission benefits for which they were eligible before retirement.

(B) Spouses, Domestic Partners And Dependents Of University Employees.

- (1) The following individuals are eligible for full tuition remission:
  - (a) Spouses of employees;
  - (b) Unmarried dependents of employees, defined for purposes of this rule as naturally born sons and daughters, stepsons or stepdaughters of the employee, and individuals for whom the employee has been appointed the legal guardian pursuant to court action or by the terms of a valid will, who receive primary financial support from the employee. Determination of primary financial support shall exclude consideration of income such as that from co-op program employment;
  - (c) Domestic partners of employees, defined for purposes of this rule as a partner of the same or opposite sex who meets specific criteria established by the Human Resource Department;
  - (d) Spouses and unmarried dependents of former employees who retired and received a retirement annuity or become completely disabled while in the service of the university.

(C) Limitations on Benefits

1. Remission is only available for graded courses.
2. Employees, spouses, domestic partners and dependents, classified as out-of-state residents for tuition purposes, shall pay a per credit hour fee, to be determined annually, for courses at all levels, unless enrolled in an academic program covered by a reciprocity agreement with the state in which he/she resides.
3. For spouses, domestic partners, and dependents, the maximum number of attempted credits, as defined by the registrar, at the undergraduate level to which full tuition remission benefits may be applied is **144 semester hours**, except that in cases where the minimum number of credit hours required to complete a program is larger than **144 semester hours**, that required number of credit hours shall be covered by tuition remission. Each spouse, domestic partner and dependent may obtain one undergraduate degree.
4. Effective autumn term 2008, tuition remission benefits for spouses, domestic partners and dependents for specific programs for the colleges of law (JD), medicine (MD and MS in physiology) and pharmacy (PharmD) shall be at fifty per cent of the full tuition rate. Effective autumn term 2009, tuition remission benefits for spouses, domestic partners and dependents

shall not apply for specific programs for the colleges of law (JD), medicine (MD and MS in physiology) and pharmacy (PharmD). Spouses, domestic partners and dependents who are admitted and enrolled in the specified programs in the colleges of law, medicine or pharmacy by the last day of the spring 2008 term are not subject to the provisions in this paragraph.

(D) Loss of Tuition Remission Benefits

Continued eligibility for any of the tuition remission benefits conferred by this rule is contingent upon the recipient maintaining satisfactory progress toward a degree, based on criteria established by the Student Financial Aid Office **as required by federal laws and regulations**. Eligibility for tuition remission shall be suspended for individuals who fail to maintain satisfactory progress towards a degree until such time as this requirement has been met.

**ARTICLE 37**  
**SUB-CONTRACTING**

Section 37.1. Work customarily performed by employees within the bargaining unit shall not be performed by personnel not included in the bargaining unit unless such work is deemed necessary for continued and efficient operation. The decision shall be subject to the grievance procedure.

Section 37.2. The parties agree that from time to time the Supervisor of ECD shall be allowed to work ECD posts and duties. This Agreement shall not be used as a means to attempt to eliminate overtime.

**ARTICLE 38**  
**MID TERM BARGAINING**

Section 38.1. Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under O.R.C. Chapter 4117 to bargain with the FOP prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining units. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union seven (7) days in advance of the effective day of implementation. If the Union requests to bargain over such change within the notice period, the Employer and the Union will negotiate in good faith. If the Employer and the Union bargain to impasse, the parties may submit the issues to non-binding mediation. However, if the change is not a topic of bargaining under RC Chapter 4117, or in the case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give a seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so if time permits, without waiving its rights.

Section 38.2. Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the FOP or its members through the labor-management committee. The notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

### **ARTICLE 39 COMMITTEES**

Section 39.1. If the Employer establishes any committees that are formed to review the operation of the communications center and/or duties of the ECD's, they will provide for at least one (1) ECD to be on those committees. Types of committees could include, but not be limited to budget, policy, training and center up grades.

Section 39.2. If the Employer does not develop any committees as described in Section 39.1, these issues may be discussed at the Labor/Management Meetings contained in Article 7.

Section 39.3 The bargaining unit shall be provided two (2) seats on the hiring board for new dispatchers and have the same input and or voting rights as all other members. This committee could also be used to assist with the development of an entry level test for ECD's if that test is developed in house.

### **ARTICLE 40 MISCELLANEOUS BENEFITS**

Section 40.1. The current practice of free parking at University parking lots for retired employees shall continue.

### **ARTICLE 41 TEMPORARY POSITIONS**

**Section 41.1 ECDs who accept a temporary assignment shall be allowed to perform the assignment as overtime so long as the temporary assignment duties do not interfere with emergency communications duties. ECD duties shall be the first priority, and any overtime incurred as a result of the temporary assignment shall not be paid from the communications center budget. The parties will meet in six months from the approval of the agreement to review this process.**

### **ARTICLE 42 DURATION**

Section 42.1. This Agreement shall be effective July 1, **2012** and shall remain in full force and effect through 11:59 p.m., June 30, **2014**.

Section 42.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 42.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**University of Cincinnati  
FOP Pay Scale Groups (PSG) and Ranges  
For Emergency Communication Dispatcher**

**Effective 07/01/2012**

<b>Title</b>	<b>PSG</b>	<b>Entry Rate</b>	<b>APR</b>
Emergency Communication Dispatcher 1	07	\$ 15.26	\$ 16.02
Emergency Communication Dispatcher 2	08	\$ 16.81	\$ 17.66
Emergency Communication Dispatcher 3	09A	\$ 18.54	\$ 19.46

**Effective 07/01/2013**

<b>Title</b>	<b>PSG</b>	<b>Entry Rate</b>	<b>APR</b>
Emergency Communication Dispatcher 1	07	\$ 15.41	\$ 16.18
Emergency Communication Dispatcher 2	08	\$ 16.98	\$ 17.84
Emergency Communication Dispatcher 3	09A	\$ 18.73	\$ 19.65

**Effective 06/30/2014**

<b>Title</b>	<b>PSG</b>	<b>Entry Rate</b>	<b>APR</b>
Emergency Communication Dispatcher 1	07	\$ 15.72	\$ 16.50
Emergency Communication Dispatcher 2	08	\$ 17.32	\$ 18.20
Emergency Communication Dispatcher 3	09A	\$ 19.10	\$ 20.04

## Johnson, Timothea

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**From:** Mediation, SERB  
**Sent:** Wednesday, January 09, 2013 9:29 AM  
**To:** Johnson, Timothea  
**Subject:** FW: 12-MED-02-0121  
**Attachments:** FOPED.NEW CBA.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Johnson, William (johnsow0) [mailto:johnsow0@UCMAIL.UC.EDU]  
**Sent:** Tuesday, January 08, 2013 4:22 PM  
**To:** Mediation, SERB  
**Cc:** 'fopolctom@cinci.rr.com'  
**Subject:** 12-MED-02-0121

The parties' agreement is attached.

William T. Johnson, MA  
Senior Director  
Labor Relations & Policy Development  
D:(513)556-0343  
F:(513)556-9648